A regular meeting of the City Council of the City of Newburgh was held on Monday, December 12, 2022 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, presiding; Councilmember Grice, Councilmember Martinez (arrived after roll call at 7: 41 pm), Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz - 6

Absent: Councilmember Sofokles - 1

COMMUNICATIONS

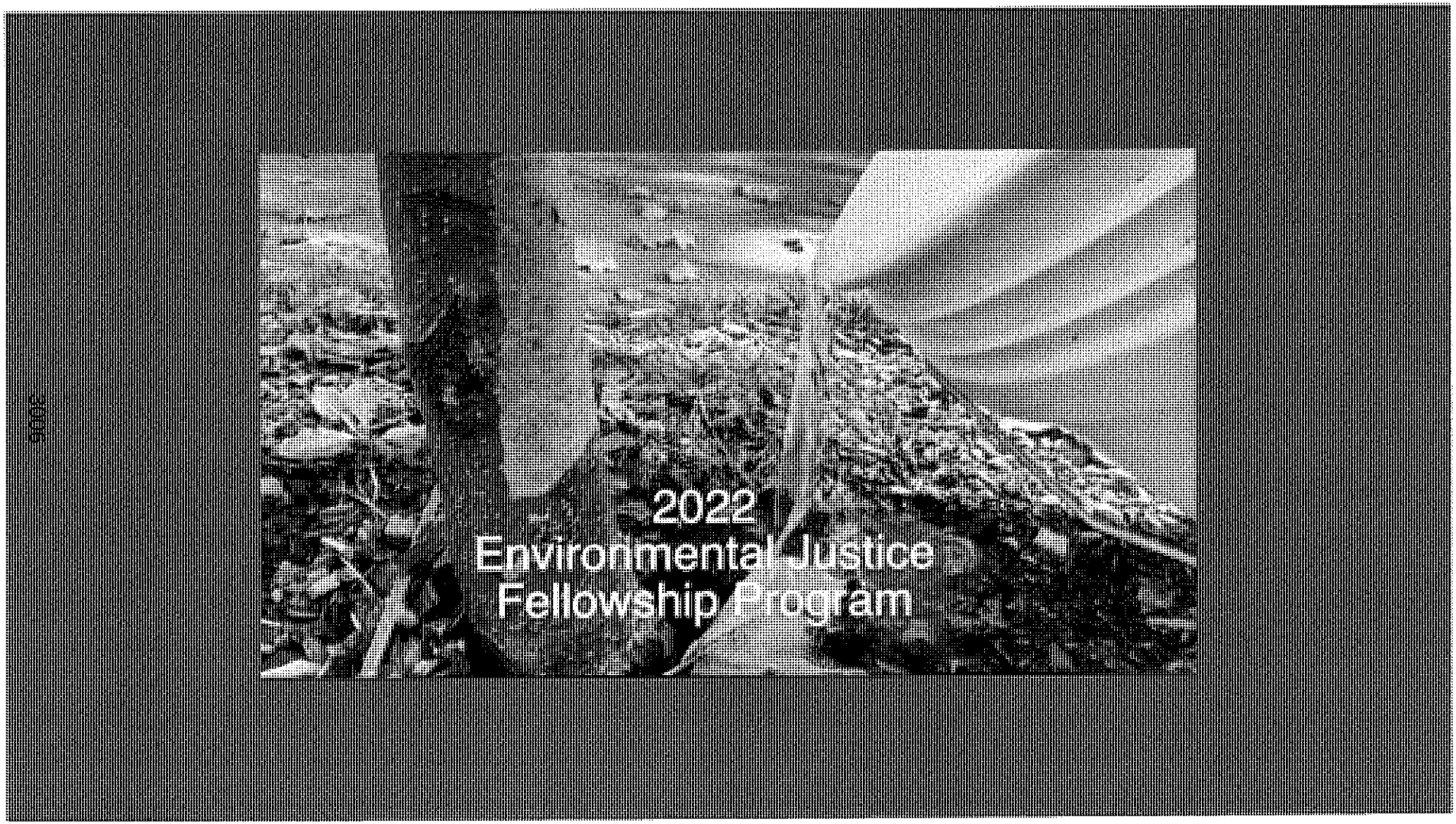
Approval of the minutes from the City Council meeting of November 28, 2022 / Aprovacion del Acta de la Reunion General del Consejal del 28 de noviembre de 2022

Councilman Shakur moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Shakur, Sklarz, Harvey - 5
Carried

PRESENTATIONS

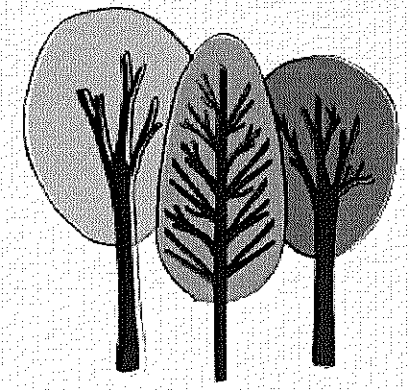
Resolution No. 293 - 2022 - Key to the City - Coach Malcolm Burks

Councilmember Grice moved and Councilmember Shakur seconded.
Ayes - Grice, Monteverde, Shakur, Sklarz, Harvey - 5
ADOPTED


2022
Environmental Justice
Fellowship Program

Environmental Justice Fellowship

CITY OF NEWBURGH



GREATER NEWBURGH

PARKS CONSERVANCY

Outdoor Promise

3008

Conservation

SEAL OF THE CITY OF NEWBURGH, N.Y. · INCORPORATED 1865 · WASHINGTON'S HEADQUARTERS · NEWBURGH, N.Y.

Advisory Council

3009

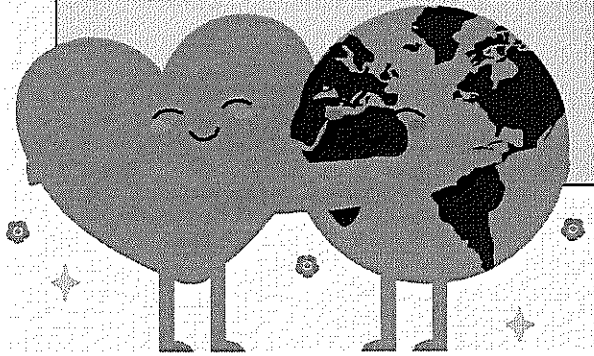
Arbor Day Foundation®

SEAL OF THE CITY OF NEWBURGH, N.Y. • INCORPORATED 1865 • WASHINGTON'S HEADQUARTERS NEWBURGH, NY

SCENIC HUDSON .ORG

Environmental Justice...

a social movement to address the unfair exposure of poor and marginalized communities to harms associated with resource extraction, hazardous waste, and other land uses



EJ calls for everyone's involvement regardless of:

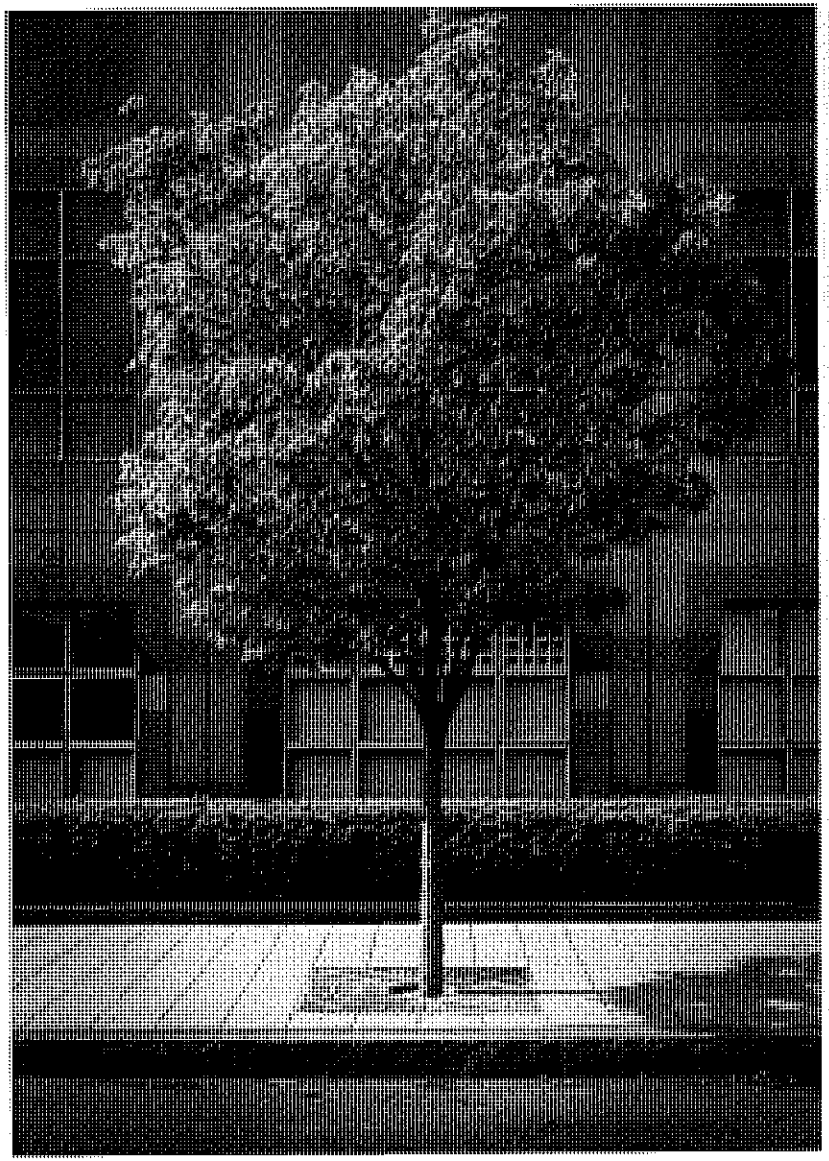
race

color

income

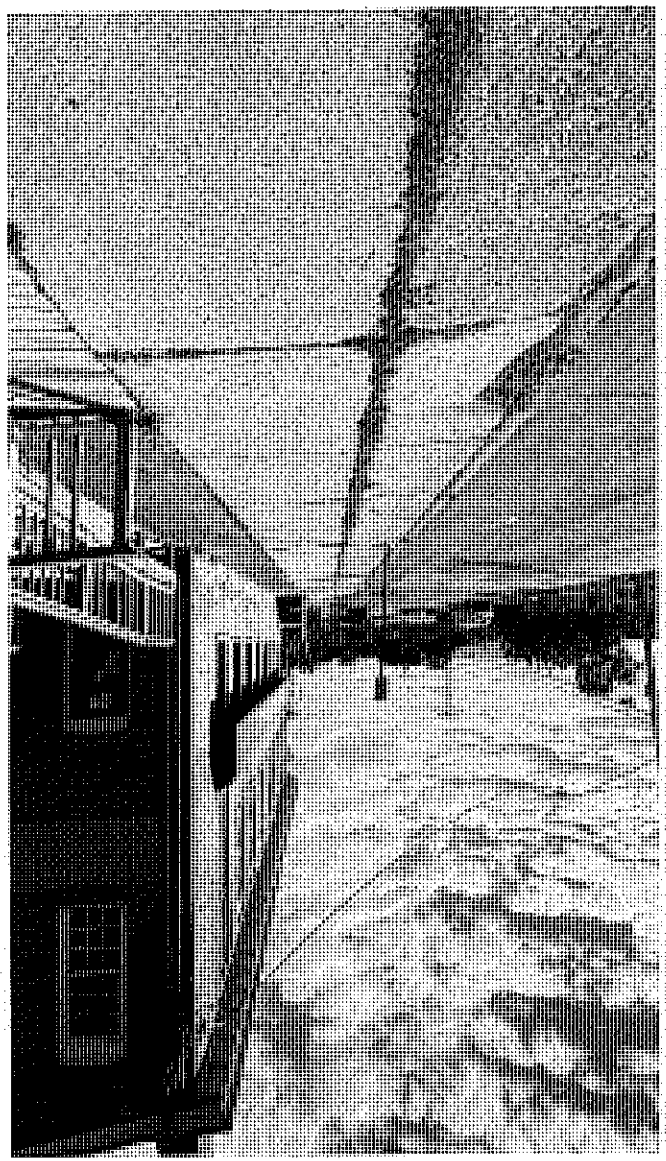
national origin

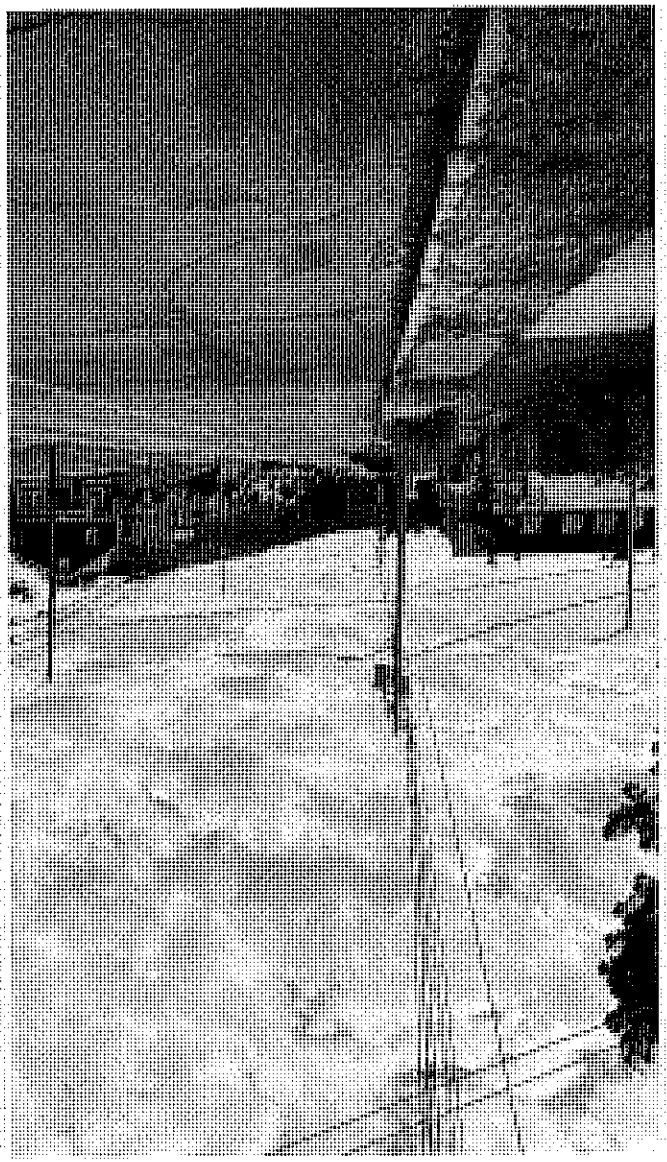
EJ Issues in Newburgh & Nearby

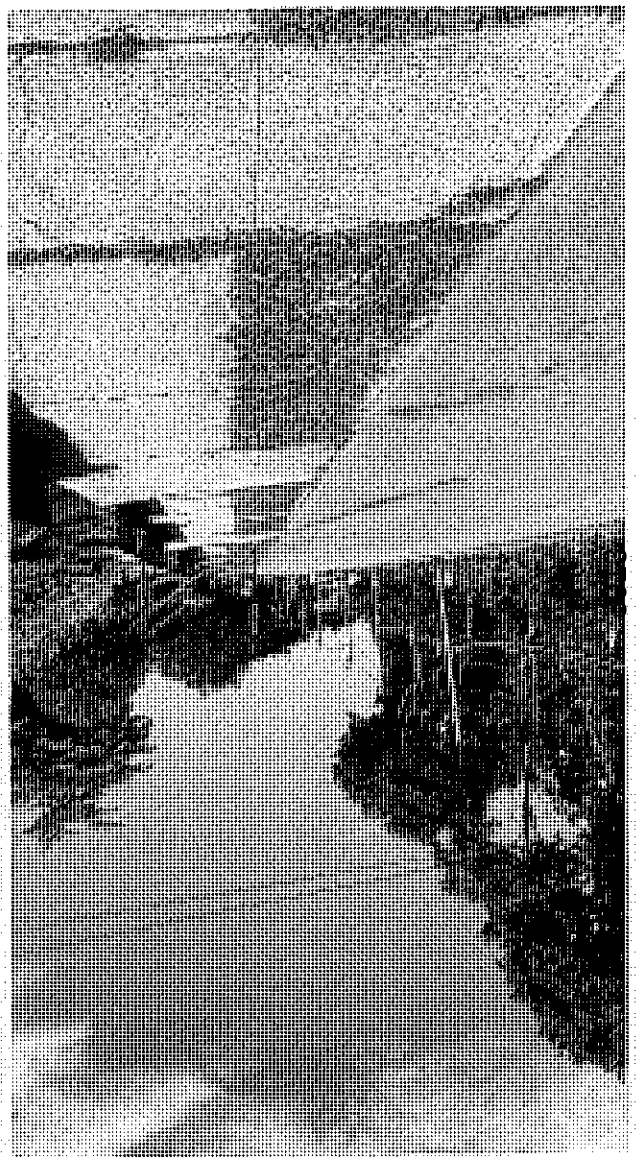


Why Trees?

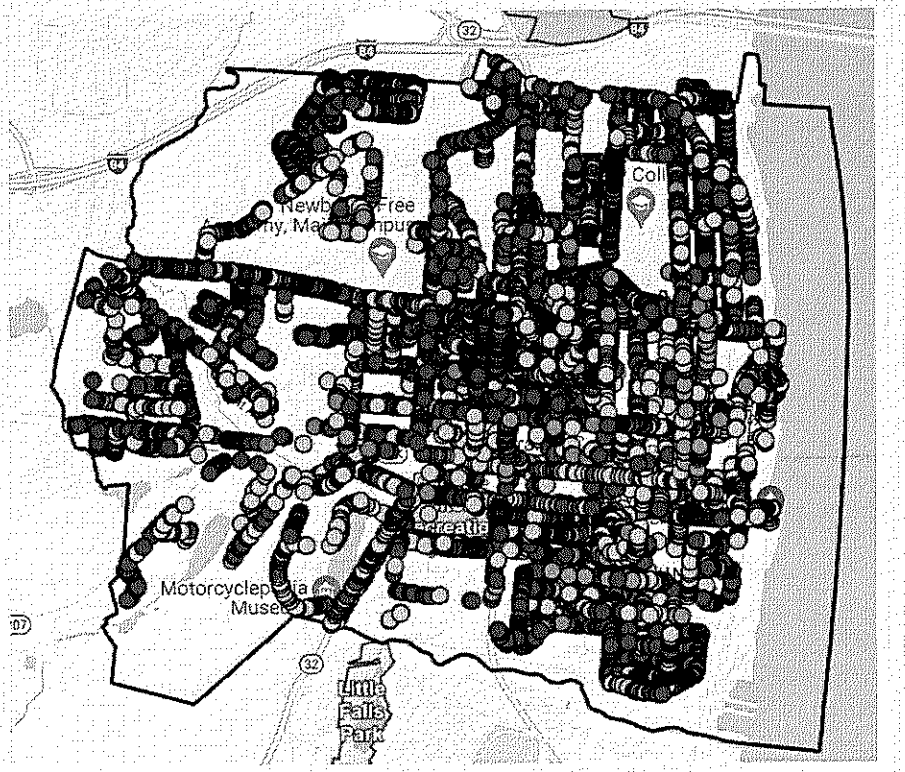
- Public Health
- Mental Health
- Economics
- Environmental Benefits



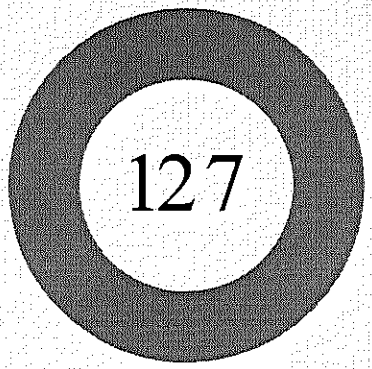




TREE KEEPER



- 3,760
- 3,858



85% want trees

15% do not

Why Not?

Cost & Liability

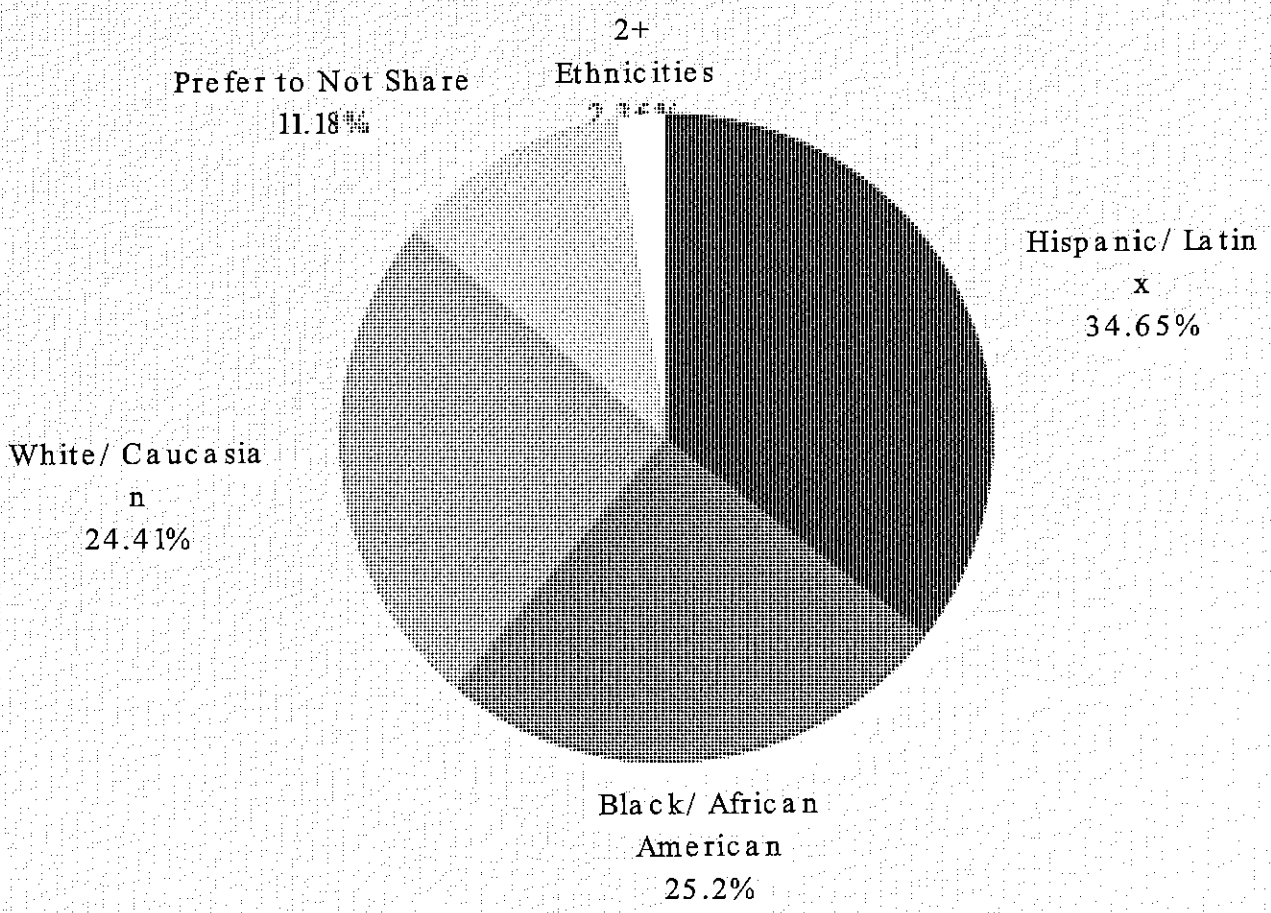
- Sidewalks
- Power lines & cars
- Water

Fear

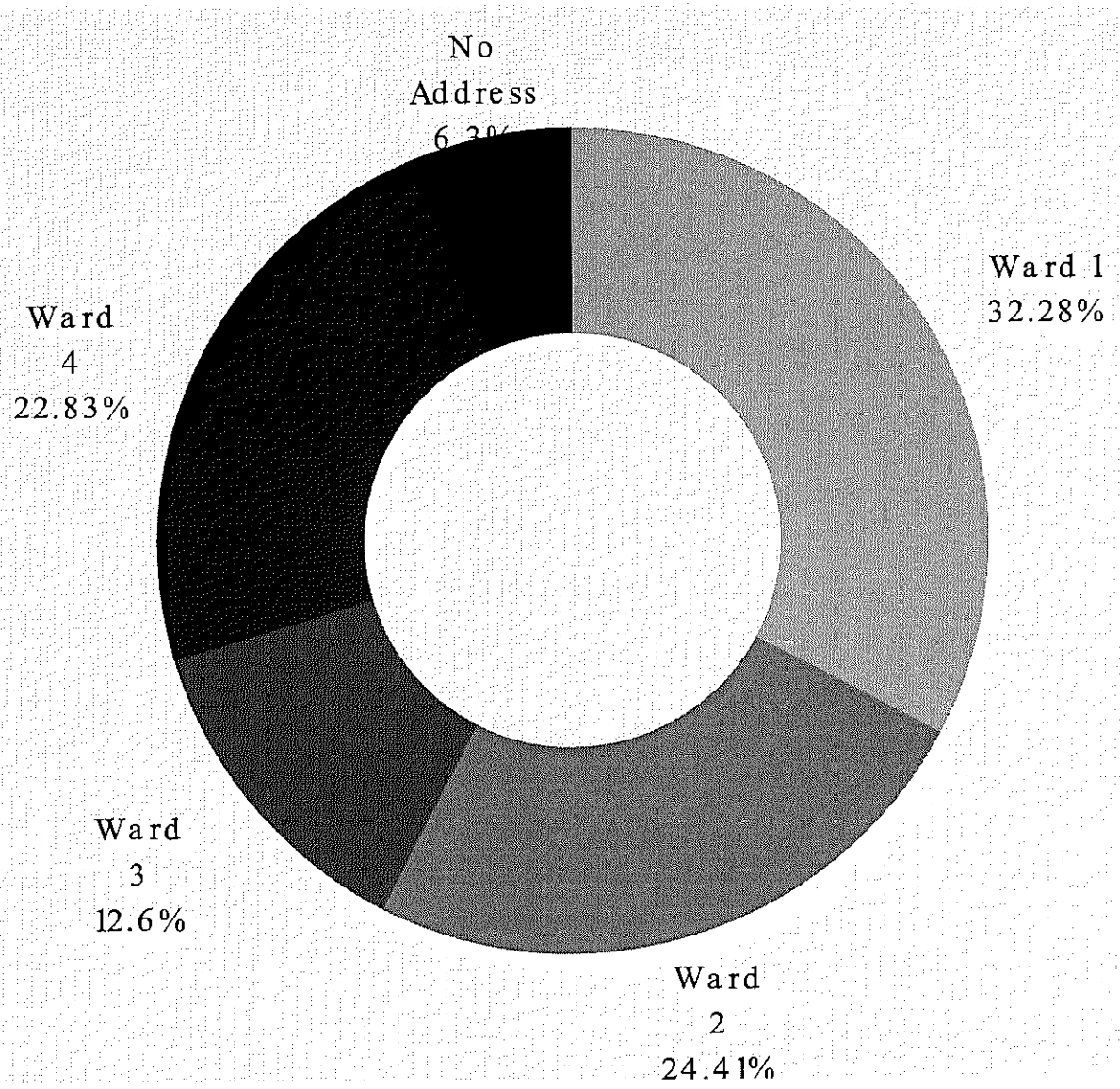
- Vandalism
- Trash
- Security cameras

3015

Demographics



Ward Responses



2023

Our Goals

NEWBURGH JUSTICE ENVIRONMENTAL

- ☑ Empowerment
- ☑ Engagement
- ☑ Restoration
- ☑ Stewardship

Police Community Relations & Review Board

3021

2022 NACOLE Conference Summary

3022

Police Community Relations & Review Board

MISSION STATEMENT

The fabric of our community thrives on the very essence of trust, honesty and communication. In which, is efficient and effective with transparency. In order, to foster relationships between the community and our police department. The foundation of accountability and transparency, must arise and only then; is when we will achieve an environment of unity and justice for all. A place where truth is sought, and amicable outcomes are the goal.

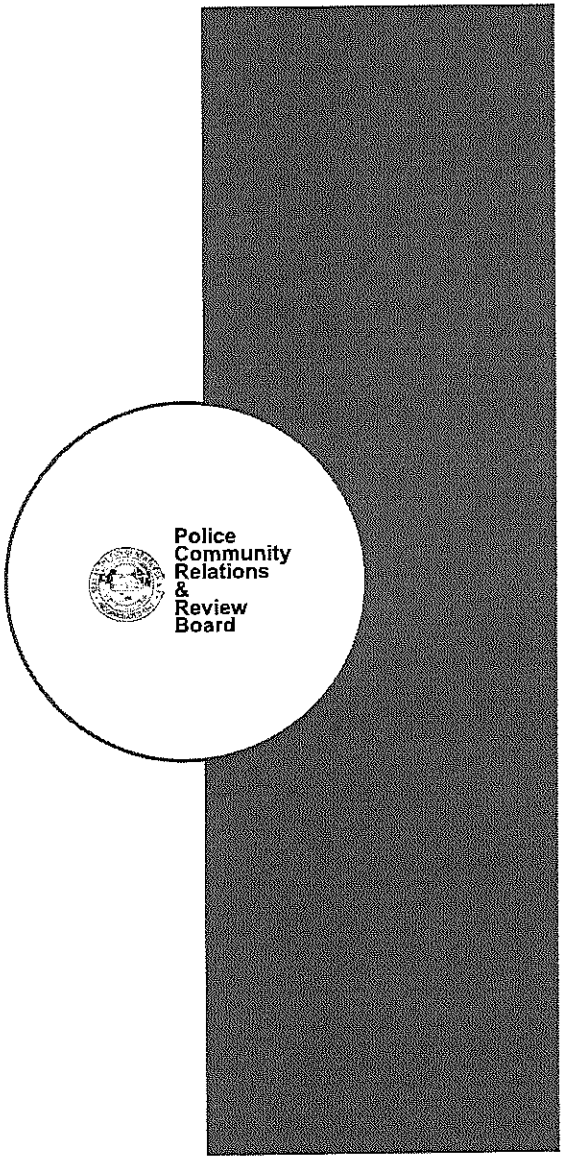
Content

Police Community Relations & Review Board

- Introductions
- NACOLE Conference/History
- Workshops
- 2022 NACOLE Conference
- Goals
- Closing Comments
- Resources

Introductions

- **Sertaira Boyd – Chairwoman**
- **Maria Ramirez – Secretary/PR**
- **Ali Muhammad**
- **Jose Torres**



NACOLE Conference & History

Mission

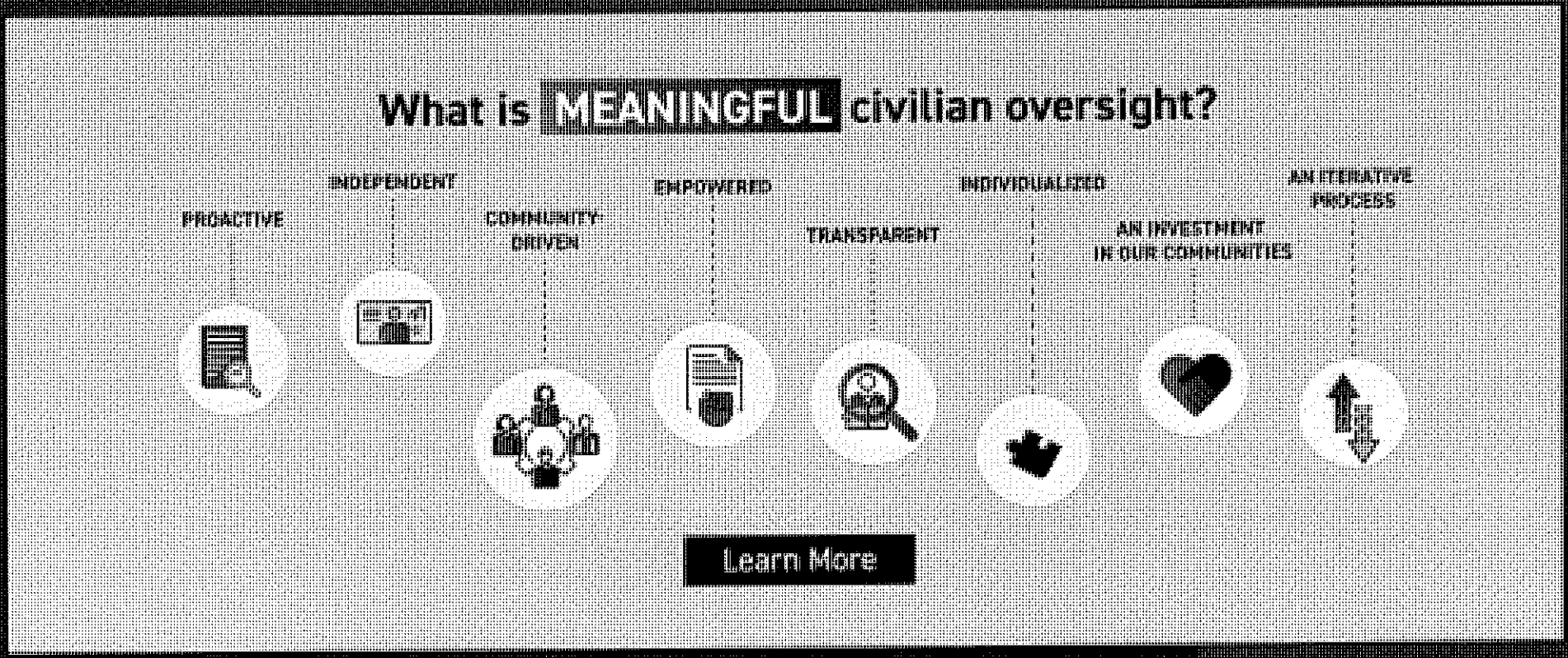
The National Association for Civilian Oversight of Law Enforcement's (NACOLE) mission is to create a community of support for independent, civilian oversight entities that seek to make their local law enforcement agencies, jails, and prisons more transparent, accountable, and responsive to the communities they serve.

Vision

NACOLE envisions a field of civilian oversight where:

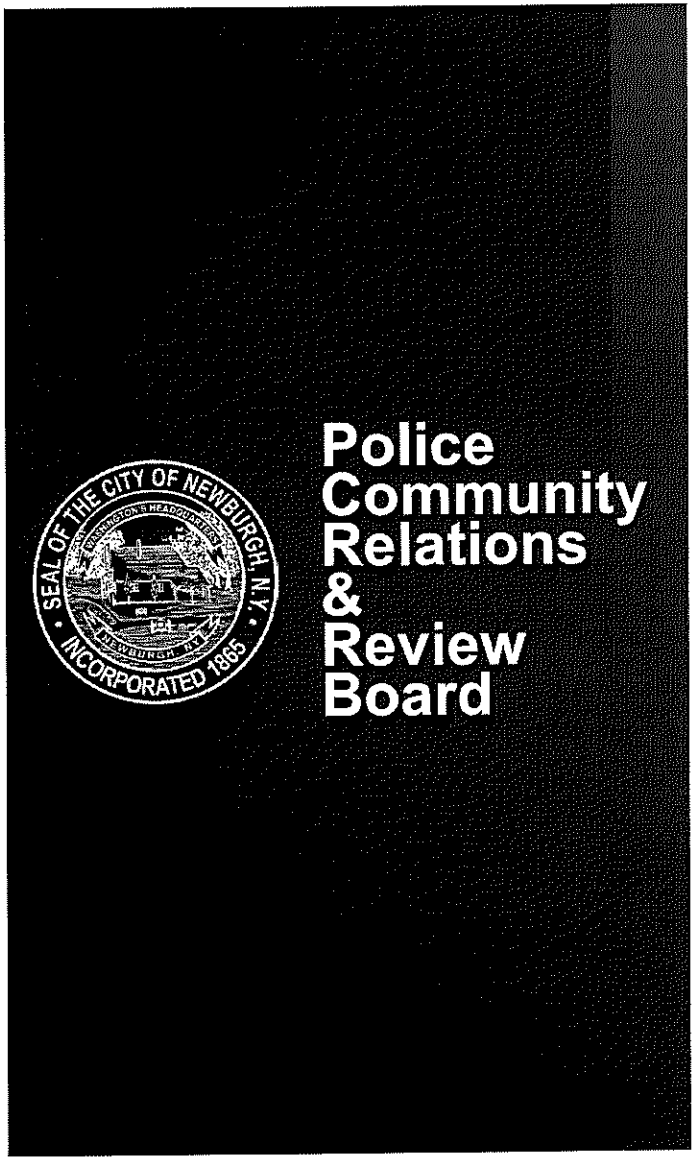
- Professional, well-funded, well-trained, properly authorized, and independent oversight organizations, known to the public, are accepted, supported, and promoted;
- NACOLE's expertise and ability to support civilian oversight nationally and internationally is sustained by sufficient staffing, financial resources, and public presence; and
- Law enforcement agencies act constitutionally, without bias, are respectful of the public, hold officers accountable, and seek public input in developing and implementing policies, procedure, and training.

Image from

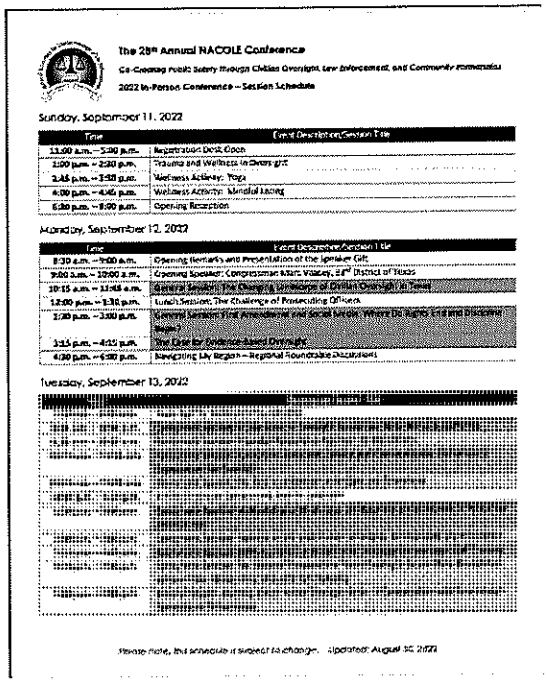

What is MEANINGFUL civilian oversight?
PROACTIVE
INDEPENDENT
COMMUNITY-DRIVEN
EMPOWERED
TRANSPARENT
INDIVIDUALIZED
AN INVESTMENT IN OUR COMMUNITIES
AN ITERATIVE PROCESS
Learn More

2022 Workshops

- The Challenge of Prosecuting Police Officers
- First Amendment & Social Media
- The Case for Evidence-Based Oversight
- The Fine Line Between Oversight & Operations
- COPA Academy: A Blueprint for Investigative and Legal Staff Training
- Addressing White Supremacy and Extremism in Law Enforcement
- And more…



2022 NACOLE CONFERENCE SCHEDULE



The 28th Annual NACOLE Conference

Co-Creating Public Safety through Civilian Oversight, Law Enforcement, and Community Partnerships

2022 In-Person Conference – Session Schedule

Sunday, September 11, 2022

Time	Event Description/Session Title
11:00 a.m. – 5:00 p.m.	Registration Desk Open
1:00 p.m. – 2:30 p.m.	Trauma and Wellness in Oversight
2:45 p.m. – 3:45 p.m.	Wellness Activity: Yoga
4:00 p.m. – 4:45 p.m.	Wellness Activity: Mindful Living
5:30 p.m. – 8:00 p.m.	Opening Reception

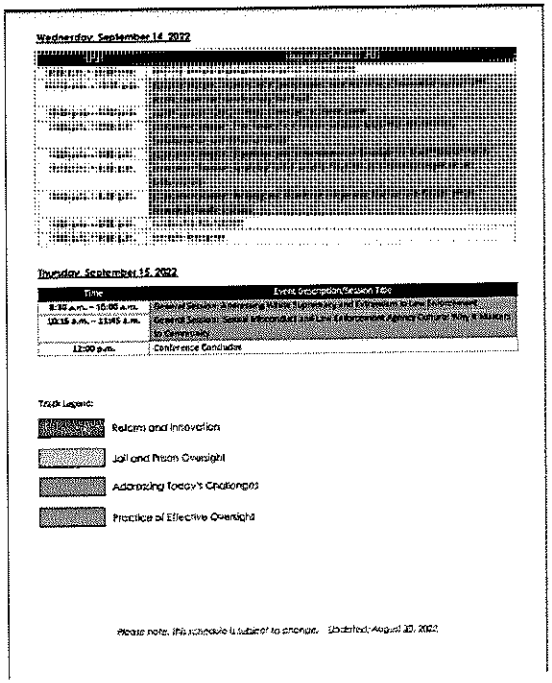
Monday, September 12, 2022

Time	Event Description/Session Title
8:30 a.m. – 9:00 a.m.	Opening Remarks and Presentation of the Igniter Gift
9:00 a.m. – 10:00 a.m.	Opening Speaker: Congressman Mark Takano, 41st District of Texas
10:15 a.m. – 11:45 a.m.	General Session: The Changing Landscape of Civilian Oversight in Texas
12:00 p.m. – 1:30 p.m.	Lunch Session: The Challenge of Prosecuting Officers
1:30 p.m. – 3:00 p.m.	General Session: Fact Associating and Social Media: Where Do Rights End and Discipline Begin The Case for Community-Based Oversight
3:15 p.m. – 4:15 p.m.	
4:30 p.m. – 6:30 p.m.	Navigating My Region – Regional Roundtable Discussions

Tuesday, September 13, 2022

Time	Event Description/Session Title

Please note, this schedule is subject to change. Updated: August 30, 2022



Wednesday, September 14, 2022

Time	Event Description/Session Title

Thursday, September 15, 2022

Time	Event Description/Session Title
8:30 a.m. – 10:00 a.m.	General Session: Addressing Police Supremacy and Extremism in Law Enforcement
10:15 a.m. – 11:45 a.m.	General Session: Social Movement and Law Enforcement Agency Cultural Play It Forward to Community
12:00 p.m.	Conference Conclusion

Track Legend:

- Reform and Innovation
- Jail and Prison Oversight
- Addressing Today's Challenges
- Practice of Effective Oversight

Please note, this schedule is subject to change. Updated: August 30, 2022

2022 NACOLE Conference:

PCRRB MEMBER TAKEAWAYS...

Sertaira Boyd

1. More community education around the existence and importance of the PCRRB.
2. More training around de-escalation tactics in schools.
3. Expand research for best practices in regards to Police interactions within the community.
4. Youth involvement within the board.
5. Increase funding to Police Oversight.

Jose Torres

1. The importance of educating young community members around law enforcement oversight.
2. Important to make sure the police complaint process is accessible to the community with minimal barriers.
3. Increase transparency around officer disciplinary histories.
4. Analyzing policy and patterns that are creating certain results.
5. Shifting over to a fully funded-independent investigative board.

2022 NACOLE Conference:

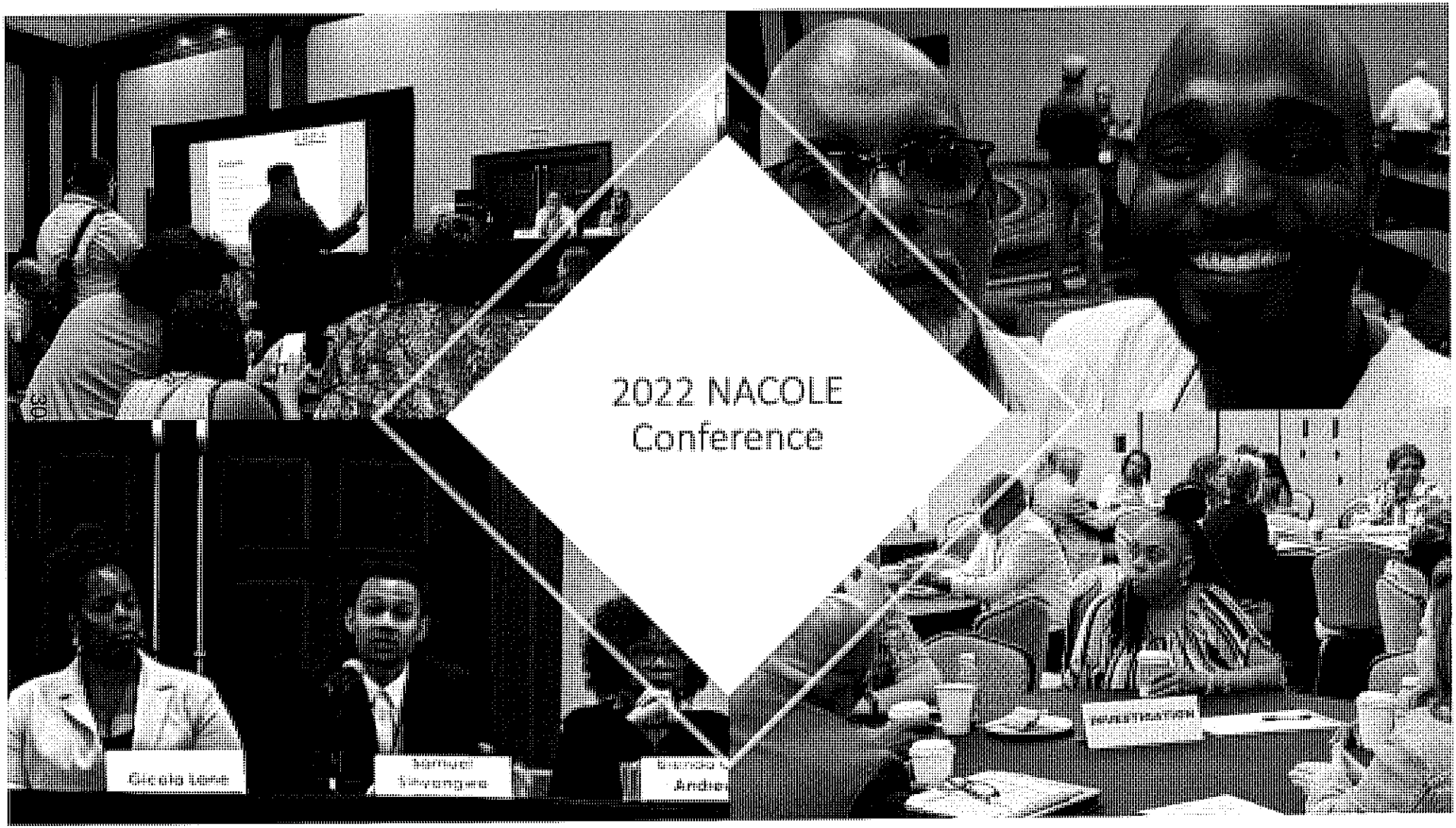
PCRRB MEMBER TAKEAWAYS…

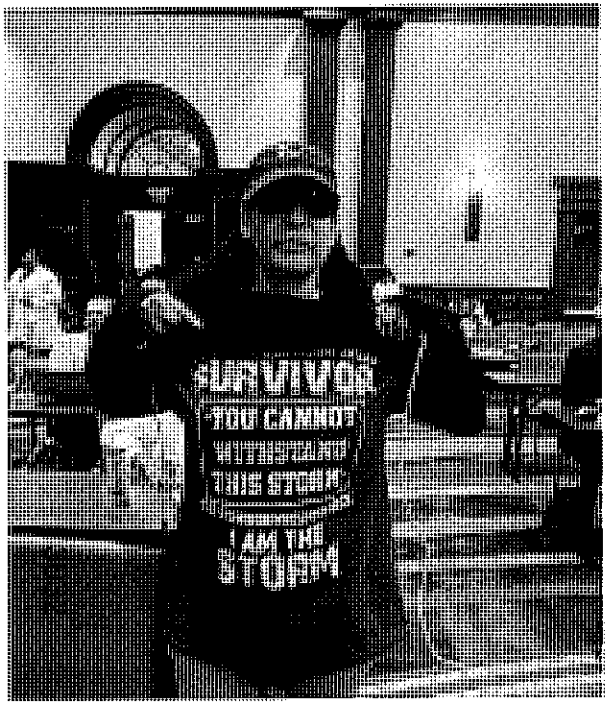
Maria Ramirez

1. Creating a multi-person investigative department that is separate and autonomous of the Police Department.
2. Increasing our partnership with other NYS Police Oversight committees to exchange ideas and resources.
3. More buy-in from elected officials is essential.
4. Increase oversight training for PCRRB members.
5. Vital to the future of PCRRB to maintain our relationship with NACOLE.

Ali Mohammed

1. Independent Status
2. Bring in trainers from cities and communities similar to ours
3. Conduct more surveys with our neighbors/residents of Newburgh
4. More education and advocacy around civilian oversight of law enforcement
5. Quarterly Citizen's Academy for Police and emergency service responders


2022 NACOLE
Conference



2022 NACOLE Conference

GOALS

Coming out of the 2022 NACOLE conference with a different outlook on how to improve and restore relations among community members and law enforcement in the City of Newburgh. As a board, the PCRRB, is committed to restoring trust and accountability to the City of Newburgh Police Department along with improving the communications among all parties.

Closing Comments

Police Community Relations & Review Board

Resources

- https://www.nacole.org/
- https://www.nacole.org/2022_conference_schedules

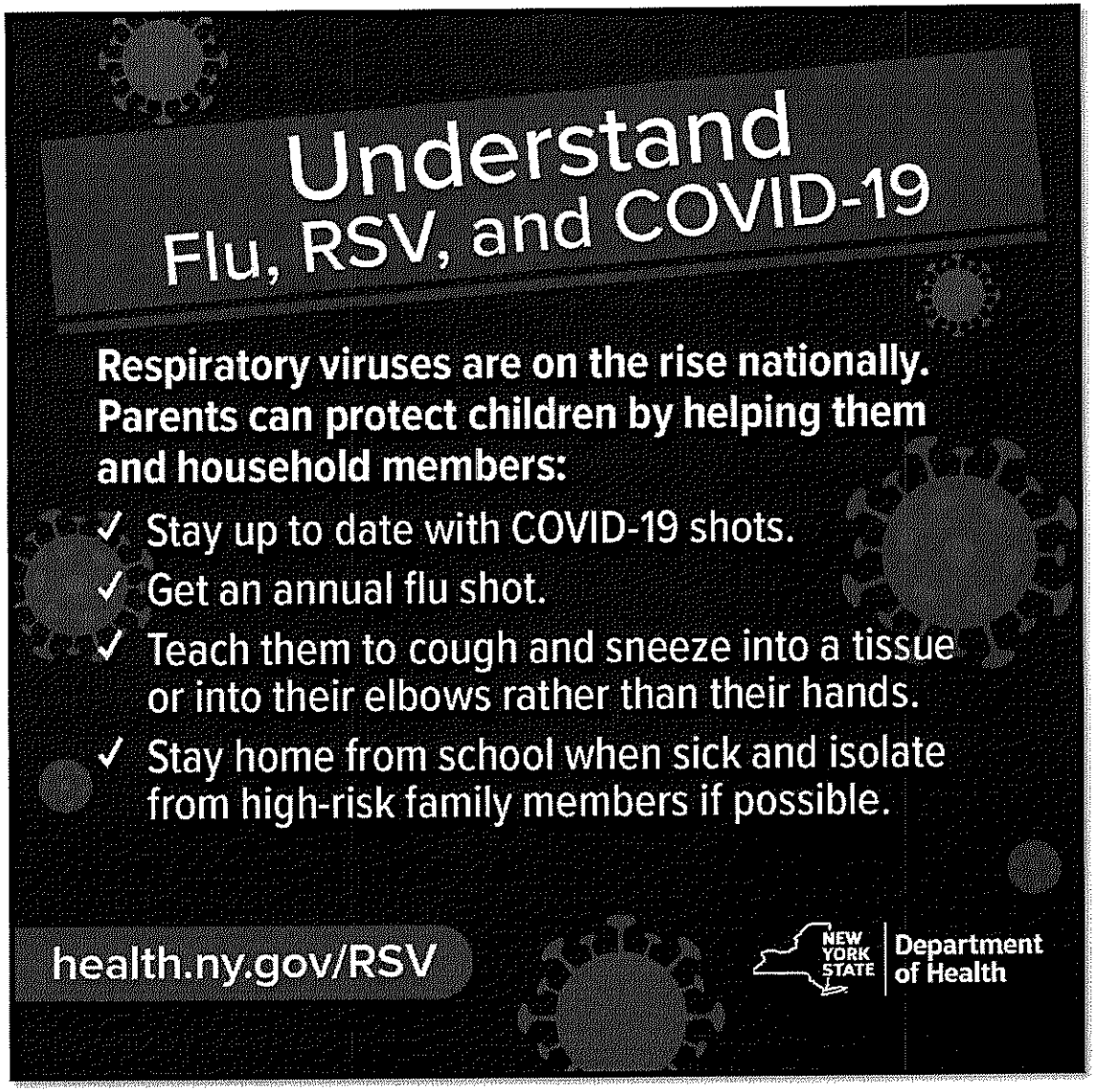
Police Community Relations & Review Board

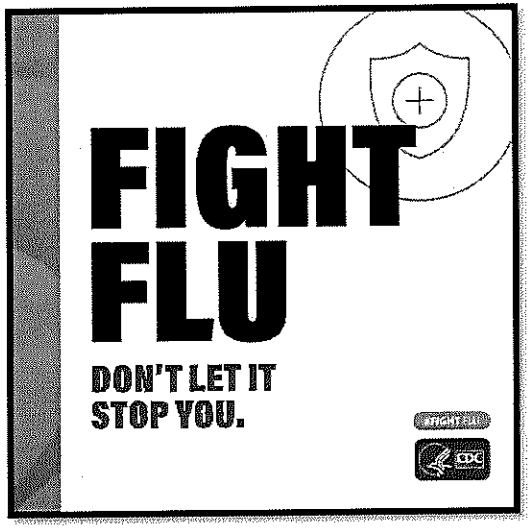
CITY OF NEWBURGH NEW YORK

City Manager's Update

Newburgh City Council Meeting

Monday, December 12, 2022

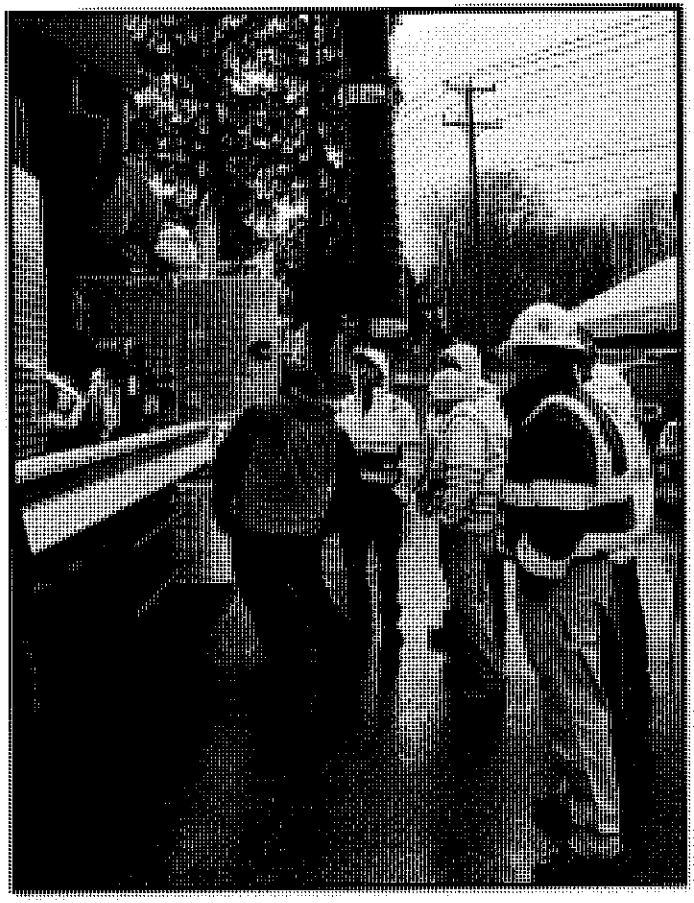

Understand
Flu, RSV, and COVID-19
Respiratory viruses are on the rise nationally. Parents can protect children by helping them and household members:
✓ Stay up to date with COVID-19 shots.
✓ Get an annual flu shot.
✓ Teach them to cough and sneeze into a tissue or into their elbows rather than their hands.
✓ Stay home from school when sick and isolate from high-risk family members if possible.
health.ny.gov/RSV
NEW YORK STATE
Department of Health


FIGHT FLU
DON'T LET IT STOP YOU.

#NoTimeForFlu

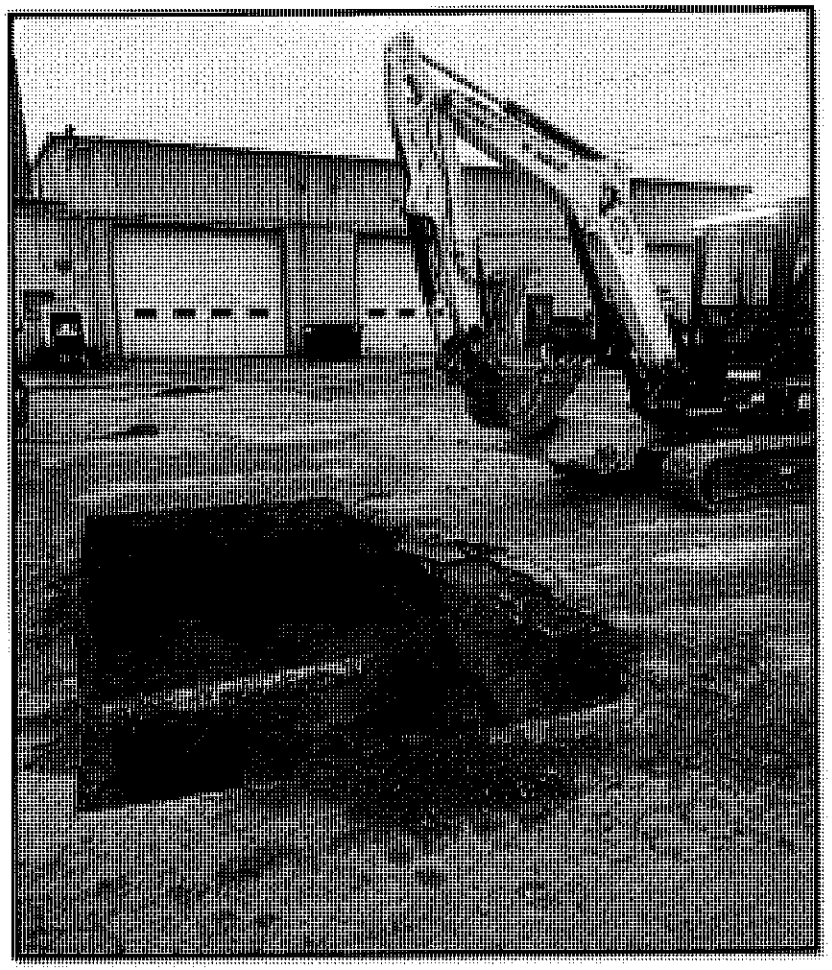
CITY OF NEWBURGH WATER DEPARTMENT UPDATE

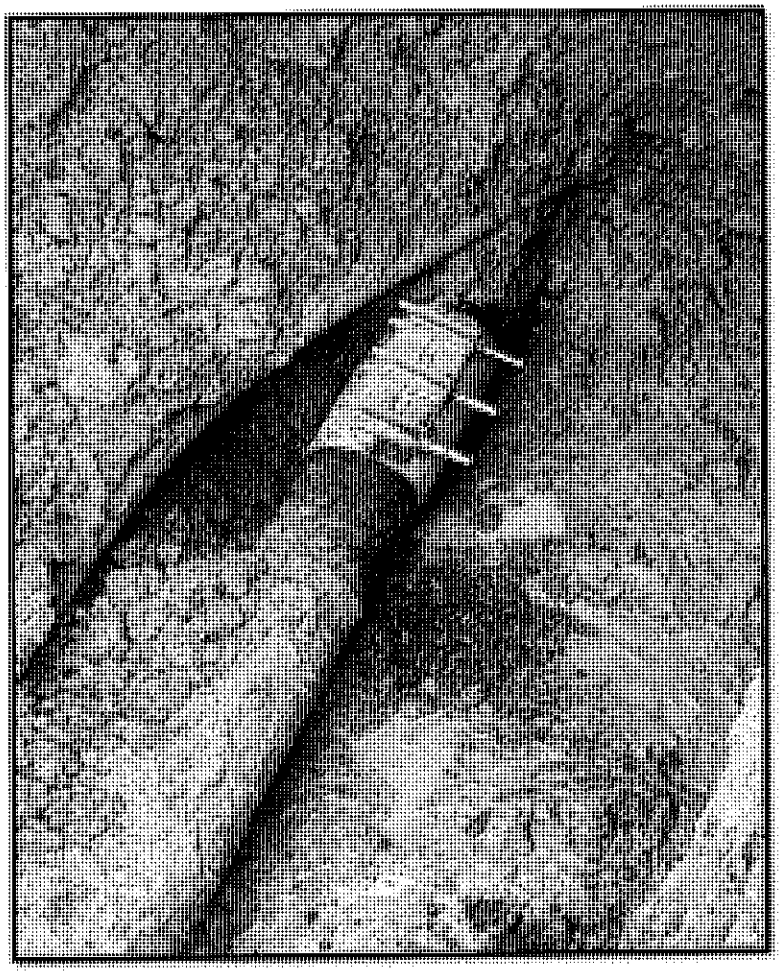
Distribution Division



CITY OF NEWBURGH WATER DEPARTMENT UPDATE

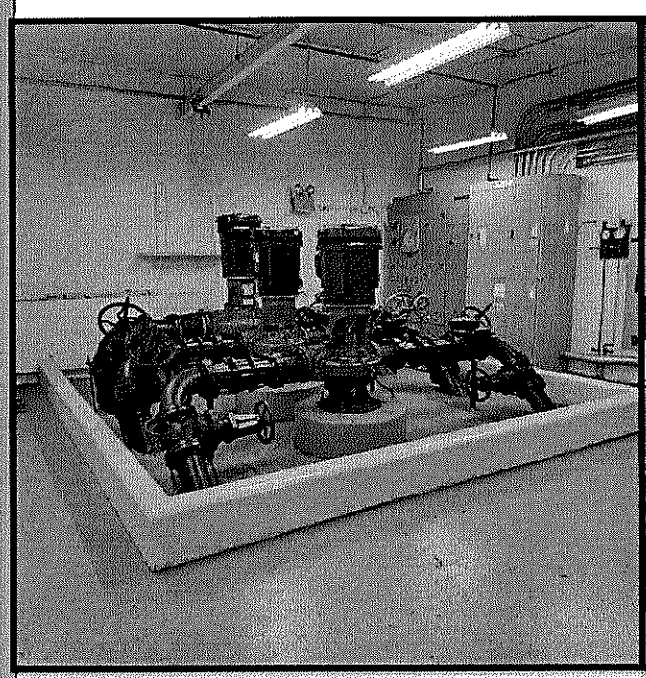
Distribution Division

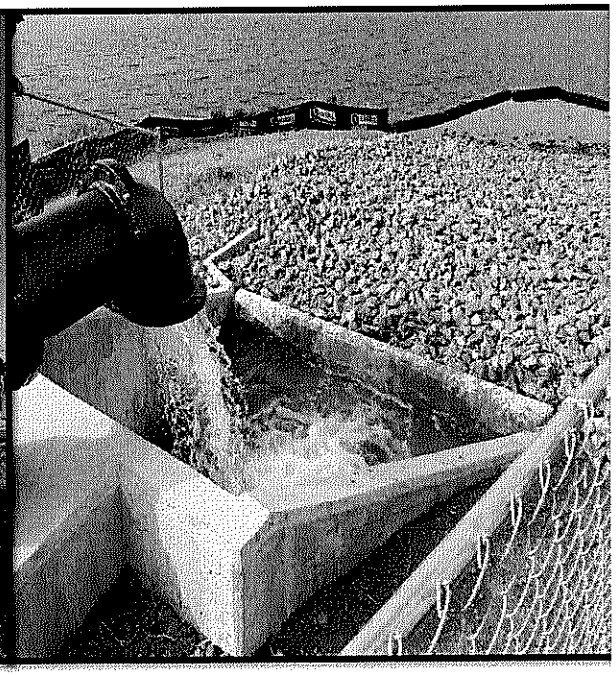




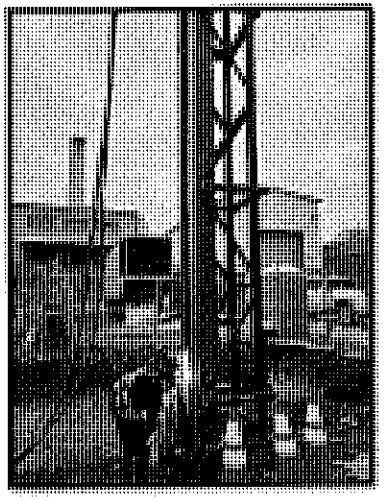
CITY OF NEWBURGH WATER DEPARTMENT UPDATE

Filtration Division



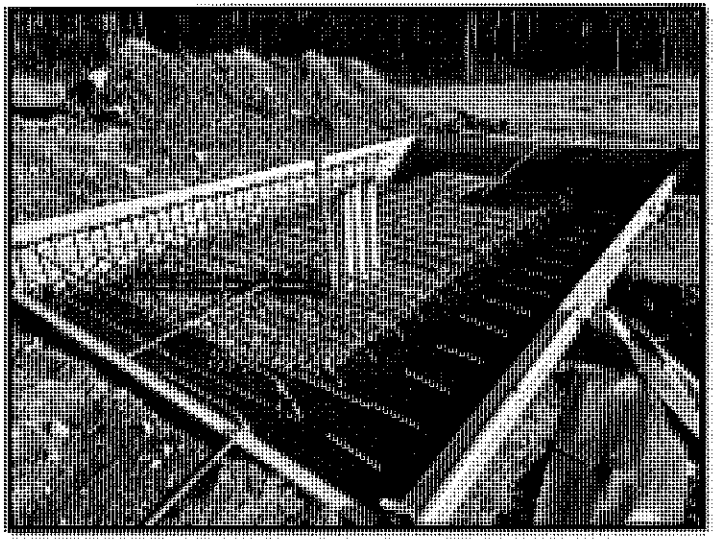


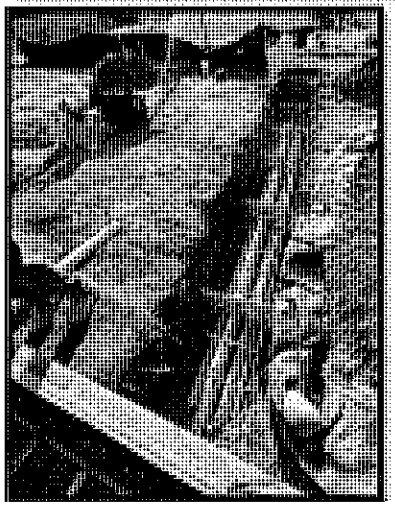
VAC-CON DEWATERING FACILITY PROJECT

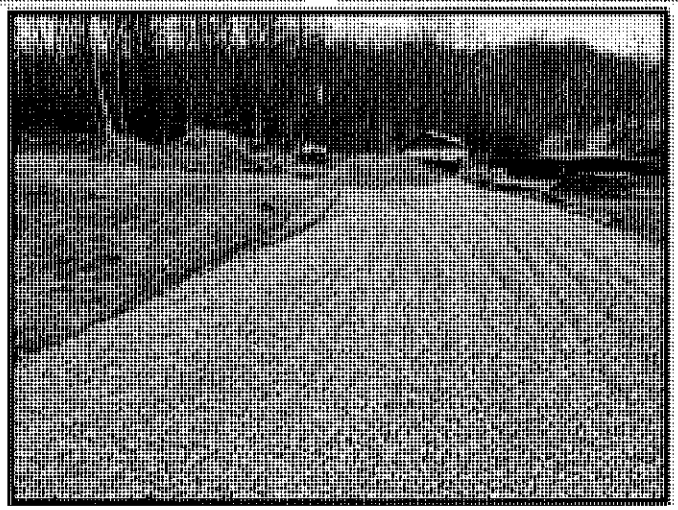


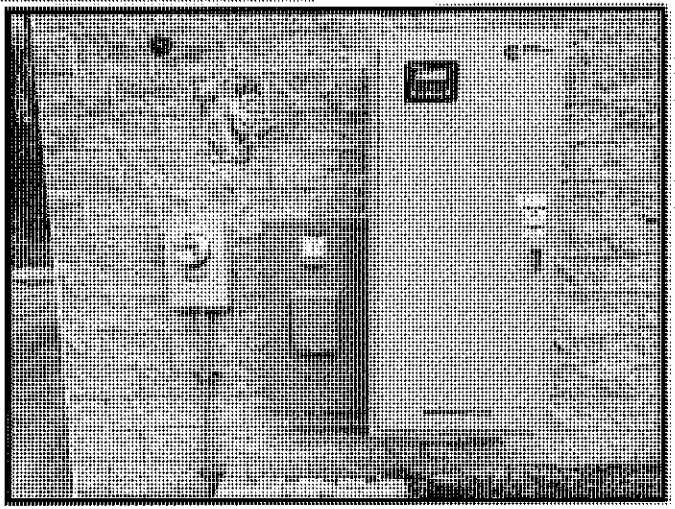
EXPECTED COMPLETION SPRING 2023

BROWNS POND PUMP STATION EMERGENCY BACKUP GENERATOR PROJECT

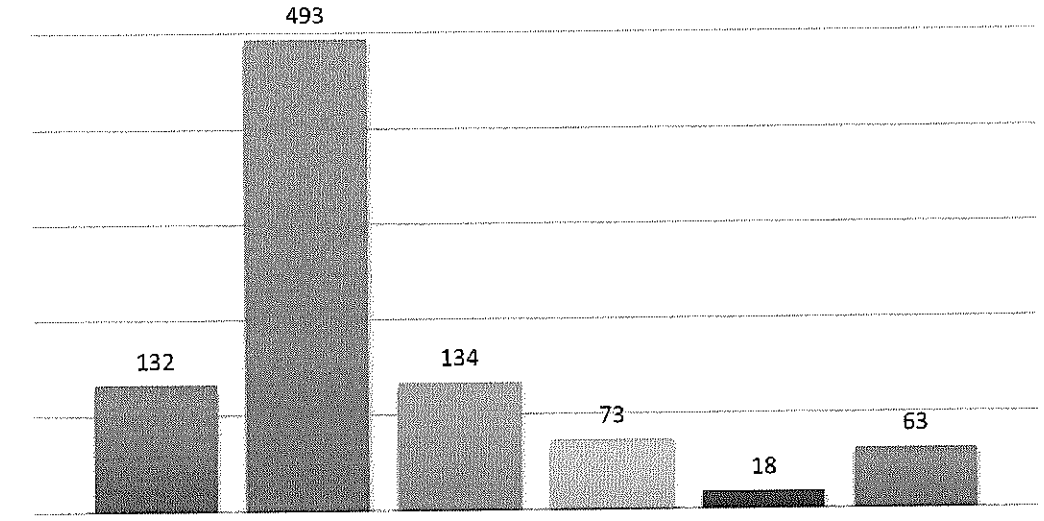




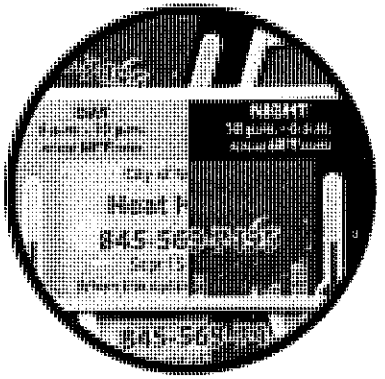




CODE COMPLIANCE UPDATE NOVEMBER 2022



COMPLIANCE REMINDER



HOLIDAY DECORATING

- Be careful with holiday decorations. Choose decorations that are flame resistant or flame retardant.
- Keep lit candles away from decorations and other things that can burn.
- Some lights are only for indoor or outdoor use, but not both.
- Replace any string of lights with worn or broken cords or loose bulb connections. Read manufacturer's instructions for number of light strands to connect.
- Use clips, not nails, to hang lights so the cords do not get damaged.
- Keep decorations away from windows and doors.

Before Heading Out or to Bed

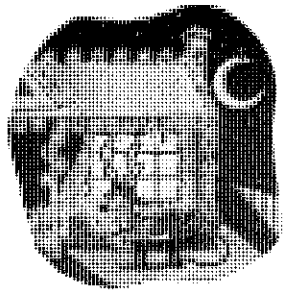
Blow out lit candles when you leave the room or go to bed. **Turn off** all light strings and decorations before leaving home or going to bed.

FACTS

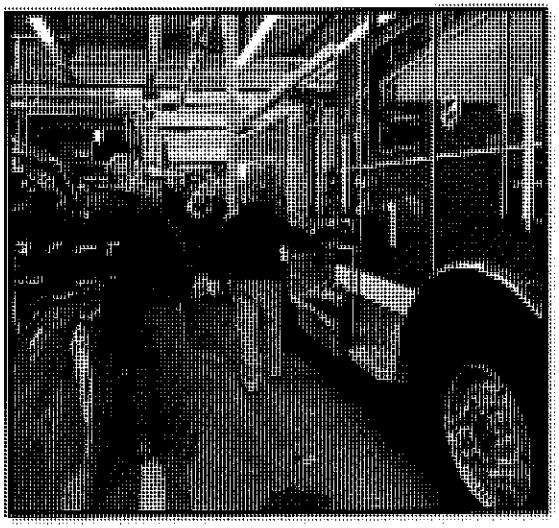
1. More than one-third of home decoration fires are started by candles.
2. More than two of every five decoration fires happen because decorations are placed too close to a heat source.

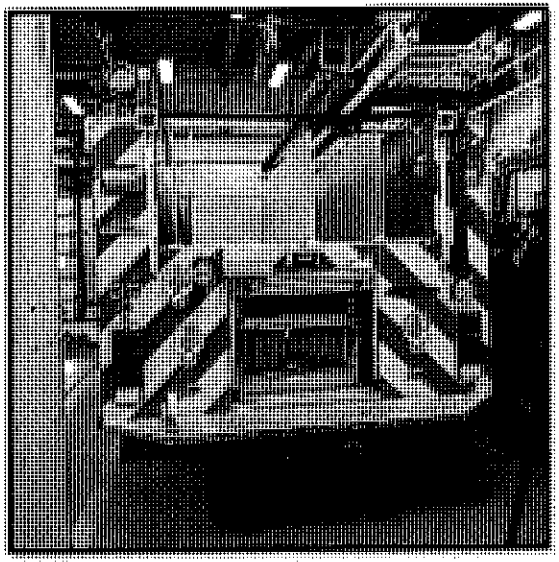
HOLIDAY ENTERTAINING

- Test your smoke alarms and tell guests about your home fire escape plan.
- Keep children and pets away from lit candles.
- Keep matches and lighters up high in a locked cabinet
- Stay in the kitchen when cooking on the stovetop.
- Ask smokers to smoke outside. Remind smokers to keep their smoking materials with them so young children do not touch them.
- Provide large, deep ashtrays for smokers. Wet cigarette butts with water before discarding.

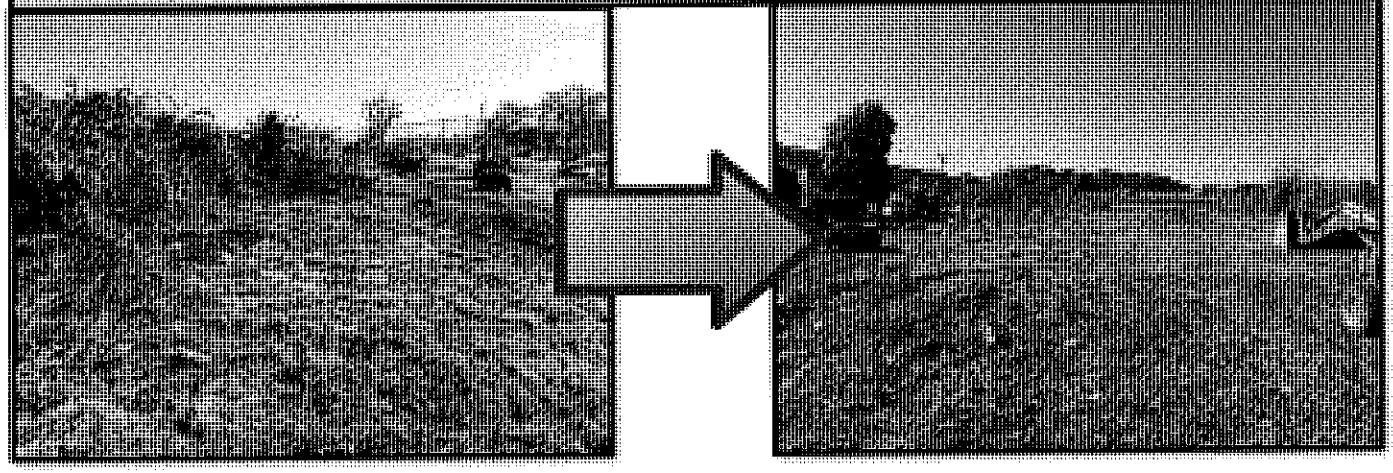


FIRE ENGINE UPDATE

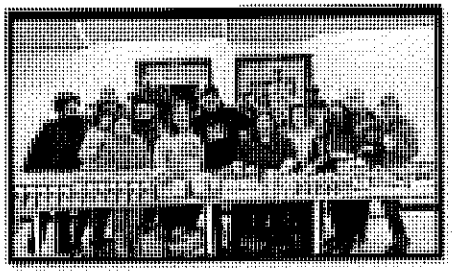


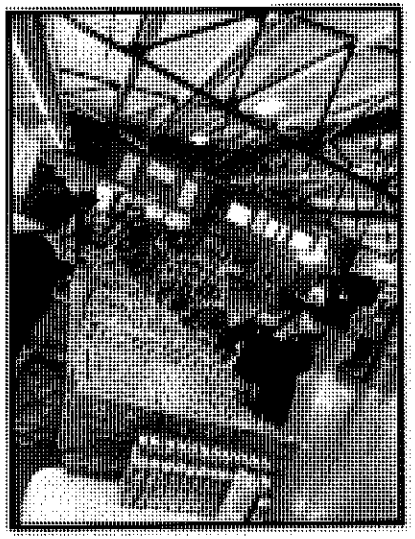


REVITALIZATION OF DELANO HITCH PARK & ACTIVITY CENTER



CITY OF NEWBURGH RECREATION





THE CITY OF NEWBURGH, N.Y. • INCORPORATED 1865 • SEAL OF

CALL BY 3:00 PM ON
DECEMBER 20

Bulk Item Pickup Program

TO SCHEDULE A PICK UP
CALL 845-565-3297

FINAL FREE
BULK ITEM PICKUP
DECEMBER 21, 2022

BOARD & COMMISSION VACANCIES

- BOARD OF ASSESSMENT REVIEW
- BOARD OF ELECTRICAL EXAMINERS
- TRANSPORTATION ADVISORY COMMITTEE
- CITIZENS ADVISORY COMMITTEE

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL: BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION: CITY HALL – 83 BROADWAY

Residency requirements may apply

2023
Happy New Year

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Dale Velasquez, Grand Street said that on September 24, 2022 she had to file a complaint with the Police Department but has not yet received an acknowledgment, which was supposed to have heen done in three to five business days. She contacted the Police Department on November 27th and received a call back on the 30th but the Lieutenant she spoke with was irritated with her. She has never been involved in a criminal situation before and feels that she was given a lot of misinformation so she spoke with Ms. Boyd from PCRRB who advised her to come a City Council meeting. She still has not heard anything from the Police Department and left a message with the Lieutenant that her complaint still stands but has received nothing. She respects the Police Department but because of something they did not do she was not able to go to trial regarding the assault she incurred which is very disturbing to her because she would have been exonerated. It was dismissed instead because a key piece of evidence was missing from the Police Department.

Malinda Ware, 9 McCord Drive thanked the Council and George for taking all of her annoying calls to pave her street. They promised her and her neighbors that it would be done so they appreciate it and are thankful. She also thanked Jonathan Jacobson because she was very vigilant in making the Council realize that their street was horrible so it was important for her to say thank you to all of them tonight. This is her community and she is happy about the work being done. She added that she is also a Human Rights Commissioner for the City of Newburgh and wanted to announce that they will be launching a Children's Literacy Program on December 28th during Kwanzaa and everyone is invited to join. She wished everyone a Happy Holiday.

Marquis Taylor, City of Newburgh Fire Department said that the weather is getting colder and snow will be on the roads soon making them less accessible. Water sources such as hydrants left uncovered and frozen are a few of the challenges the Fire Department has to face. He asked and suggested that the City Council commit to putting both Engines into service for the winter season. Local 589 realizes that the City has done what it has done for fiscal reasons and to save money but it is important to have the right amount of men when on hand when you need us most. The cold weather brings a need to stay warm, with some unconventional heating options, which can cause possible fires and snow conditions can sometimes double or triple our standard response times. Mutual Aid will also be delayed so they are asking that at the very least during the winter that they have enough manpower to keep Engine One in service. Fire safety and the safety of the people should be more deliberate if not year round then definitely when there is a chance for an increase in fires. In most cases, they have been short only one Officer to keep us from having Engine One in service. Please consider this matter as it pertains to the safety of the people who live here.

Mayor Harvey said that fire safety is a number one priority so he asked Chief Spinelli to clarify what Mr. Taylor is recommending.

Chief Spinelli said he is saying that when we drop below a certain amount of manpower Engine One goes out of service so he is asking that Engine One remain in service no matter the cost. He is saying that there are often times that we have enough Firefighters

but not enough Officers so he is asking that we hire back an Officer to complete the unit.

Mayor Harvey said to clarify that when Engine One is not in service it's because people have called out correct?

Chief Spinelli said it's not because someone necessarily called out but someone may be on vacation or have time off.

Mayor Harvey said so when people have either called out or taken time off is typically when Engine One is not in service. Typically, there are ten people per team correct?

Chief Spinelli said that we need ten people in order to have all apparatus in service.

Mayor Harvey said that if three people call out or take vacation they are down to seven which is when Engine One is out of service if there is a first alarm. If there is a second alarm, what is the protocol?

Chief Spinelli said that we call back staff. If an Officer takes off, that can result in the Engine going out of service because there isn't adequate supervision.

Sertaira Boyd, Prospect Street said they submitted a Petition and the Council said they were going to talk with George and we were going to move forward with some of the requirements or demands the residents were asking for. They would like to know where they stand on that because there have been three accidents since the last meeting. She lost her car because of the recklessness going on so they would like a one-way street or something else done. Some residents insurance premiums have gone up and some have had to seek new insurance, which is not fair. We may need to reduce the speed and it needs to be a one-way street. We need to do something and we need to do it fast.

Roosevelt Roden, City of Newburgh said that public safety is an issue here. He lives on Liberty Street and the cars are going too fast. On Grand Street, he saw a truck pass a vehicle exceeding the speed limit so this is a disaster waiting to happen. Traffic control devices are not too much to ask for. He added that he requested information from the Police Department and they are non-compliant with his requests. We are all accountable to someone and he is not afraid to go upstairs.

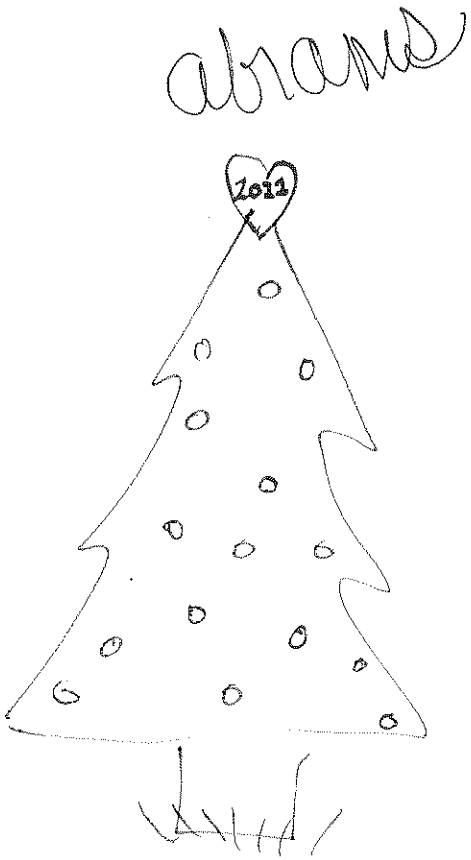
Jose Torres, City of Newburgh said there needs to be a four-way stop on Grand and First Street because accidents happen there all the time. He asked if there is a noise ordinance for the City because using snow blowers at one or two o'clock in the morning is uncalled for.

Jeanne Abrams, 32 Bay View Terrace, read a poem. (Attached)

Christmas Wish List for Newburgh, 2022

Dear Santa, here's my list of wishes
for residents, staff and our new commishes:
For the team of heroic Mr. Garrison,
a medal of gold with no comparison.
For the office of our City Clerk
a big bouquet for their fine work,
and for Engineering's Mr. Morris —
all the grants he needs, of course.
And then for Wayne, our Water Chief,
pipes that don't burst would be a relief.
And please, for Mrs. McTamaney (Mary) —
more history books than she can carry.
For Ali Church, may 'twenty-three
bring joy and creativity
in finding businesses that settle
here, with good jobs by the kettle.
For Codes, the linchpin of this town,
please Santa, come their chimney down
with bolstered staff so we can feel
some progress that we know is real.
For cops who calmly walk the beat,
bring peace to every single street.
For Assessment's crew (the very best) –
please bring some thanks (and a bullet-proof vest).
For our firefighting team so brave —
the staff for people's lives to save.
For dear JK and Helen Reilly,
bring folks who appreciate them highly.
For Corporation Counsel's staff:
settlement terms reduced by half.
For every Newburgher and his cousin —
new trees and greenspaces by the dozen.
And please be praying and then Amen-ing
for the leader of this burgh, Todd Venning.
Dear Santa, for our City Council,
a pound of love'll work more than an ounce'll.

And now, before I duck from sight:
Merry Christmas to all, and to all a Good Night.



COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilmember Grice thanked everyone who stayed tonight and said that in regard to our Fire Department, that is something that we have to work internally with. Their staff was not cut and they do have ten people but sometimes they take earned time or are out sick so we have to look at that internally to insure that everyone is safe. There have been some recent arrests in our community but for the current problems we are having in the City of Newburgh we cannot arrest our way out. We need community support so Mayor Harvey had a Shepherds Luncheon with the Pastors of some Churches and we will be looking into some things we can do to help us decrease the crime level. We will also still work on housing, jobs, transportation, mental health and drug abuse but we need help from the community. He added that Stop Signs are needed and was told it had to be in the Budget and on the legislative priority list, which it was. One of the comments was on enforcement, which he understands is important, however, more people will comply and there are some areas where we really need the Stop Signs so we will continue pushing for that.

Councilmember Martinez addressed Ms. Velasquez's complaint and recommended if she had not already done so to speak with Ms. Boyd from PCRRB and follow through with that process. On the Firefighter comment regarding manpower, she believes for this Budget we will be including five new positions in the Fire Department so that should help.

City Manager, Todd Venning noted that they are not in the Budget but there are five Recruits in the Academy that will be added to the rotation in January, which will increase the manpower.

Councilmember Martinez continued that on street safety she hears what everyone is saying so she will be going to the Transportation Advisory Committee to make it known that she supports Stop Signs where needed. She is sorry to hear that there have been multiple accidents since the last time Ms. Boyd came before the Council so we need to prioritize on keeping our residents safe.

Councilmember Monteverde thanked everyone who stayed tonight and noted that this is the final Council meeting for the rest of the year. She thanked Mr. Taylor for bringing up the fire safety, which is particularly important in the Winter because people are burning candles, trees are up and they are plugging things into surge protectors and using space heaters. One little mistake could cost a life or your home so she hopes people stay safe and that they have smoke detectors. With this past Sunday's snowstorm she was surprised to see that people moved their cars even though there wasn't a snow emergency. This is just the beginning of the season so please remember to move your cars because the streets are narrow and the plows and fire trucks can't get through otherwise. We had some great presentations tonight. She noted that Grand Street and Liberty Street were once one-way streets but people petitioned to make them two-way streets so maybe we need to think about going back to that because we need to get people to slow down.

Councilmember Shakur thanked everyone for their comments and noted that safety is a very important issue. We pass resolutions for traffic enforcement and parking throughout the year so if we have the money why are we having these problems and complaints. Where is the leadership? The police arrive in their cars so they are not walking and patrolling like we wanted in our community. Same thing with the Codes Department we have to make sure we bave proper leadership because without that we will never get these

departments together.

Councilmember Sklarz thanked everyone who came out tonight. The Christmas Parade was a wonderful event and he enjoyed it very much. It was nice to see the happy faces of the kids and adults so he thanked those who put this together and for working so hard on it. Tonight we will vote on an agreement between the City and the Union that represents the Police Department. Collective bargaining takes a give and take on both sides of the table so it is their hope that this agreement will stabilize our Police Department staffing throughout the upcoming years and improve services through the City. This is a ground-breaking agreement so he thanked both labor and management for a job well done.

Mayor Harvey thanked everyone who came out tonight and Mr. Taylor for his for comments on staffing in the Fire Department as well as the Chief for his clarification. We support our firefighters but the City Council is not the point of authority on staffing matters; Mr. Venning is so we try to stay out of that. We will communicate with him and support your ideas because public safety is number one. He added that in regard to traffic they are racing on his street also. They are racing all throughout the City so traffic enforcement has to be better. We could put four-way stop signs on every street but it is not going to be the total solution because the people just coming through our City don't care about the speed limit. We have a resolution tonight to vote on the PBA and if it carries this Contract will make things start to turn around. He added that the Christmas tree lighting will be tomorrow at 6:00 pm so please come out for that and the Christmas Parade was amazing. He thanked Chief Spinelli and the firefighters, George Garrison and his staff and Wayne Vradenburgh and his staff for this amazing Parade. It was fun for everyone.

There being no further comments, this portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 294 - 2022 - Personnel Book Amendment-2022 and 2023

Councilman Sklarz moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 295 - 2022 - PIN#8761.57 Lake Street (Route 32) Bridge Rehabilitation Change Order No. 3

Councilman Sklarz moved and Councilmau Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 296 - 2022 - Donations - Holiday Decorations

Councilwoman Monteverde moved and Councilman Sklarz seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 297 - 2022 - 2023 Liability, Municipal Property & Tax Foreclosed Property Insurance Renewal

Councilman Shakur moved and Councilwoman Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 298 - 2022 - Scheduling a public hearing - Spectrum Northeast, LLC, and indirect subsidiary of Charter Communications, Inc, cable franchise agreement renewal renewal

Councilman Shakur moved and Giselle Martinez seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 299 - 2022 - Surplus Fire Engines

Councilman Shakur moved and Councilman Sklarz seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 300 - 2022 - Appointments - Conservation Advisory Council

Giselle Martinez moved and Councilman Sklarz seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 301 - 2022 - Appointments - Arts & Cultural Commission

Councilwoman Monteverde moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Ordinance No. 8 - 2022 - Ordinance Amending Chapter 163 "Fees"

Councilman Sklarz moved and Councilwoman Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Local Law No. H - 2022 - Local Law amending City Code Chapter 183 Article III "Sanitation User Fees; Dumpster Fees"

Councilman Shakur moved and Councilwoman Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 302 - 2022 - A Resolution Ratifying a Memorandum of Agreement with PBA

Councilmember Grice clarified for the community that the City Council, Mayor and Elected Officials do not get involved in Contract talks. This Contract will be public information and he is very happy about it. Whenever you do Contract negotiations there is

always a give and take so he is happy that everyone was able to come to a decision. He added that a lot of people will be concerned about the tax impact this will have on them because about fifty percent of our Budget goes to Police and Fire but this was taken care of in this current Budget. It will actually increase salaries and retention that will save us money in the long run so he very happy with this.

Mayor Harvey said he is very proud of Mr. Venning, Ms. Kelson and the Labor Counsel as well as the leadership in the PBA for the City of Newburgh. It was a difficult negotiation with give and take from both sides but he is happy with the result. We complain about the Police Department and the leadership but we have to bave solutions and this agreement is a solution. If this carries, we will start to see positive changes in our Police Department with better retention and competitive salaries.

Councilman Sklarz moved and Councilwoman Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 303 - 2022 - December 22, 2022 work session & December 26, 2022 Council meeting

Councilwoman Monteverde moved and Councilman Sklarz seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

NEW BUSINESS

Councilmember Grice said there have been several requests from community members for Stop Signs, which the Transportation Advisory Committee has fully vetted. They were told to wait for the Budget, which was passed, and he also put it on the legislative priority list so he would like to resend those to everyone because there is a need for these Stop Signs. Some places need Stop Signs and when he thinks about enforcement, he supports the Police Department and pushed for at least four Officers in our Traffic Unit, which is important, but at the same time, he wants to reduce the amount of interaction that our residents have to have with Police Officers. He hopes we can get some movement on these Stop Signs soon.

There being no further new business to discuss this portion of the meeting was closed.

OLD BUSINESS

Conncilmember Monteverde reminded the Council that if they have any legislation they are thinking of for the New Year to add it to the legislation item list.

Mayor Harvey said that in regard to the video surveillance program and public safety he would like a full presentation from the Technology Department on what street cameras have been repaired, how many are in and how many are out. He announced that this Saturday, December 17th at the Armory Unity Center from 3:00 pm to 6:00 pm there will be about sixteen employers for a Job Fair that he is hosting for the residents of the City of

Newburgh and all are welcome.

Councilmember Shakur said he would like to see the Diversity Training Report from the Police Department.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice encouraged everyone to wear a mask, wash their hands and be mindful of the illnesses that are going around. He noted that we are doing five times as many positive things as negative things in the City of Newburgh so please promote the positive things we are doing. The media always wants to report the negative things so if you need information please come to us directly. We are doing a lot of great things here and there is going to be more to come in 2023.

Councilmember Martinez said this has been a great first year so she thanked her colleagues and staff for answering all of her questions. She wished everyone a Happy Holiday.

Councilmember Monteverde said that the key lessons for 2022 were through successes and setbacks that we experienced but we had a very productive year. Our financial house is in order because we have an excellent leader, Mr. Todd Venning, who is turning the departments around and through his great vision the City is on the right track. On infrastructure, Jason and his staff are doing a fantastic job overseeing the daily projects and she can't wait to do the tour. Lastly, the Council is no stranger to a challenge yet our work over the past several years has shown that there is nothing more powerful than a Council that works together with the community using their collective power to move issues forward. We don't always have the answer but we listen and try to address the issues that are going on. We appreciate the civic engagement and people coming to the Council meetings to let us know what is going on but on the other hand, as Councilmember Grice mentioned, there are always going to be those negative naysayers out there who are totally uninformed and refuse to come or look at a Work Session to see all of the good work that is being done and how the City is moving forward. 2023 is going to be an excellent year and she feels it's going to get even better.

Councilmember Shakur said, *"Have a good night, see you next year."*

Councilmember Sklarz wished everyone a Merry Christmas and a Happy New Year. He hopes to see a huge turnout tomorrow night when we light the Christmas tree.

Mayor Harvey thanked everyone who came out tonight. They had the Mayor's Shepherd's Lunch with about twenty-five faith-based leaders such as Bishops, Pastors, Clergy men and women, the Christian Ministerial Fellowship and a couple Chaplain members. Also in attendance were Commissioner Gomerez, Director of Human Rights for Orange County, Inaudy Gil Esposito, Alpha Kappa Alpha Sorority sister, Sonia Grant and her husband Dennis Grant who is on the Mayor's Strategic and Economic and Development. We had had very strategic dialogue around gun violence and how the faith based community could stand up as leaders in our community to open dialogue with law enforcement to say enough is enough. The people who are shooting guns in our City have mothers, grandmothers,

aunts, sisters, brothers our cousins in these Churches so we are moving strategically for next year on anti-gun violence. We have to have real solutions to provide alternatives to the criminal activity that sometimes young people choose. We have to stand up, come together and take a stand against gun violence in our community. The City has done some wonderful things this year and we look forward to continuing in the New Year.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:53 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 293 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION BESTOWING A KEY TO THE CITY OF NEWBURGH IN HONOR OF MALCOLM BURKS

WHEREAS, Coach Malcolm Burks graduated from Newburgh Free Academy in 1979, earning varsity letters in track and field and as captain of the football team, All State Honors and becoming the first African American to receive the Peter M. Politi, Sr. Memorial Award for sportsmanship, and attended Winston-Salem College on a football scholarship, after which he transferred to William Paterson University in N.J. where he played football and competed in Track & Field receiving the 1981 Albert G. Barone Memorial Award for Dedication and Efforts in Athletics, leaving for 20 years of service in the United States Army, and returning to William Paterson University in 2012 to complete his Bachelor of Arts in Health/Science/Physical Education/Kinesiology while graduating with honors (Cum Laude); and

WHEREAS, Coach Burks began his coaching career with the United States Army Track and Field team in the European Theater, where the Armed Forces Sports Committee honored him with the US Military Sports Association award for his achievements and was instrumental in developing, coordinating, and managing the track and field programs while being stationed in being stationed in Grafenwoehr Germany where he competed and coached track & field and football on both the military and high school levels with many of his teams and athletes set numerous high school and military (European) records Germany, winning 8 U.S. Army European championships in track and field and also coached Army athletes in Korea, Germany, and California while being stationed in the military; and

WHEREAS, after being transferred to the United States Military Academy at West Point, he began coaching at Newburgh Free Academy March 1999 and is now in his 24th year as the Newburgh Free Academy boys spring coach where he works with various Goldbacks athletes in the throws, jumps, hurdles, and sprints and his athletes have set numerous school records (26), Section IX records (11), New York State High School Athletic Association records (4), New York State Meet records (3), national records (2), and his athletes earned over 221 high school All-America honors, 31 State championships and 12 national titles, Penn Relays Championship of America finishes; and

WHEREAS, Coach Burks also served as The Empire State Games Hudson Valley sprint and relay coach from 2003-2010 with his coaching knowledge and expertise bringing great success and accomplishments to the Hudson Valley Region; and

WHEREAS, the U.S. Track & Field And Cross Country Coaches Association named Coach Burks the 2017 N.Y. Boys Track and Field Coach of the Year and he is currently the

President of the Friends of Section 9 Track & Field Hall of Fame that was established in 2016 to celebrate the outstanding achievements of athletes, coaches and officials who make Section 9 one of the richest areas for Cross Country and Track & Field in New York State and is a member of the NAACP and known for his volunteer work in the community and with local track and field athletes including co-founding the Newburgh Elite Track Club in 2000; and

WHEREAS, Coach Burks considers his biggest accomplishment to be that 98% of the student-athletes that he has worked with, have gone on to attend colleges such as Cornell University, Princeton, Yale, John Hopkins, James Madison, Drexler, South Carolina State University, Albany State University, Brown University, Shaw University, Temple University, Mississippi State University, Morgan State University, Florida State University, North Carolina AT&T University, Penn State, Oklahoma University, Harvard University, University of Kentucky, University of Connecticut, Alabama, Saint Augustine, Tennessee, and coached 2012 Olympian Samyr Laine; and

WHEREAS, each year, The Armory Foundation inducts several coaches from across the country into the High School Coaches Hall of Fame and in 2022 Malcolm Burks, head coach of the Newburgh Free Academy Boys' Track and Field team since 2001, will be inducted during the Coaches Hall of Fame Invitational Track Meet at the New York Armory Track and Field Center in Manhattan on December 17, 2022 in recognition of his efforts as one of the nation's best high school coaches; and

WHEREAS, it is fitting and appropriate that the dedication of Malcolm Burks to the youth of Newburgh and his body of work as coach work be memorialized by presenting Coach Burks with a Key to the City of Newburgh to serve as a reminder of the principles he represents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh bestow upon Malcolm Burks the ceremonial Key to the City in recognition of his illustrious coaching career and his dedicated service to the Newburgh Community; and that a copy of this resolution be forwarded to Coach Burks and his family, with greatest respect, from the entire Newburgh City Council.

□ra□k Coa□h

□ □LCOL□ B□R□S

□ead Bo□s □ra□k Coa□h

Coach Info:

Position: Head Boys Track Coach
Hometown: Newburgh N.Y.
Alma Mater: William Paterson University
Graduating Year: 2017 (Cum Laude) (Honors)
Major: Health/Science/Physical Education/Kinesiology
Experience: 34 years
20 years retired military

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Coa□h □al□ol□ Burks□no□ in his 2□th □ear as □he Ne□burgh □ree □□ade□ □Bo□s S□ring Coa□h. □e retired fro□ the □nited States □r□ □after t□ent□ □ears of honorable ser□□e to his □ountr□ During his a□ti□e ser□□e□he e□□elled in the s□orts of tra□k □ □ield and football. □e □as a □e□ber of the □r□ies Sergeant □orals Club and □he □udie □ur□h□Club □an honor gi□en to onl□the to□three □er□ent of enlisted offi□ers □orld□ide. □onors earns for gi□ng ba□k to the □r□ □

□o□ □unit□and for leadershi□and the □are of his soldiers. □e is □urrentl□e□ □lo□ed b□the Ne□burgh □nlarged Cit□S□hool Distri□t.

Coa□h Burks graduated fro□ Ne□burgh □ree □□ade□ □in 1979□earning □arsit□letters in tra□k and field and as □a□tain of the football tea□ and earned □ll State □onors. □e □as the first □fri□an □□eri□an to be a□arded the Peter □. Politi□Sr. □e□orial □□ard for s□orts□anshi□. □e □ent on to attend □ inston□Sale□ College on a football s□holarshi□. □e later transferred to □ illia□ Paterson □ni□ersit□in N.□ □here he □a□ed football and □o□ □eted in □ra□k □ □ield. □here he □as a□arded the 1981 □lbert □. Barone □e□orial □□ard for Dedi□ation and □fforts in □thleti□s. □fter lea□ing □ollege after t□o □ears for a 20 ser□□e in the □nited States □r□ □□he later returned to □ illia□ Paterson □ni□ersit□in 2012 and □o□ □eted his B.□ in □ealth/S□en□e/Ph□si□al □du□ation/□inesiolog□ □hile graduating □ith honors □Cu□ Laude□

Coa□h Burks began his □oa□hing □areer □ith the □nited States □r□ □ □ra□k and □ield tea□ in the □uro□ean □heater□□ere the □r□ ed □or□es S□orts Co□ □ittee honored hi□ □ith the □S □ ilitar□ S□orts □sso□iation a□ard for his a□hie□e□ents. □e □as instru□ental in de□elo□ing□ □oordinating□and □anaging the tra□k and field □rogra□s □hile being stationed in □er□an□□ hel□ing his athletes and hi□self to □in 8 □.S. □r□ □□uro□ean □ha□ □ionshi□s in tra□k and field. □e also □oa□hed □r□ □athletes in □orea□□er□an□□and California □hile being stationed in the □ ilitar□

Coa□h Burks also sur□□ed as □he □□ □ire State □a□es □udson □alle□s□rint and rela□ □oa□h fro□ 2003□2010. □is □oa□hing kno□ledge and e□□ertise brought great su□□ess and a□□o□ □ish□ents to the □udson □alle□ Region.

□fter being transferred to the □nited States □ ilitar□ □□ade□ □at □ est Point□he began □oa□hing at Ne□burgh □ree □□ade□ □□here he has □orked □ith □arious □oldba□ks athletes in the thro□s□ □□ □s□hurdles□and s□rints. □is athletes ha□e been □uite su□□essful□setting □arious s□hool re□ords □26□□Se□tion I□ re□ords □11□□Ne□ □ork State □igh S□hool □thleti□ □sso□iation re□ords □□□Ne□ □ork State □eet re□ords □3□national re□ords □2□ □is athlete has earned o□er □221□high s□hool □ll□□□eri□a honors and the□ha□e □on □31□state Cha□ □ionshi□s and □12□National □itles□ Penn Rela□s Cha□ □ionshi□of □□eri□a finishes: 3rd □a□e □□100□ rela□2003 and 8th □a□e □□□00□ rela□in 2018. □he □.S. □ra□k □ □ield □nd Cross Countr□Coa□hes □sso□iation has also na□ed Coa□h Burks the 2017 N.□. Bo□s □ra□k and □ield Coa□h of the □ear.

Coa□h Burks is □urrentl□the President of the □riends of Se□tion 9 □ra□k □ □ield □all of □a□e that □as established in 2016 to □elebrate the outstanding a□hie□e□ents of athletes□□oa□hes and

offi□ials □ho □ake Se□tion 9 one of the ri□hest areas for Cross Countr□and □ra□k □ □ield in Ne□ □ork State.

□ □e□ber of the N□□CP□Coa□h Burks is also kno□n for his □olunteer □ork in the □o□ □unit□ and □ith lo□al tra□k and field athletes. □e □o□founded the Ne□burgh □lite □ra□k Club in 2000. □he □ub has been a tre□endous su□□ess for e□er□one in□ol□ed.

Coa□h Burks □onsiders his biggest a□□o□ □ish□ent to be that 98□ of the student□athletes that he has □orked □ith□ha□e gone on to attend □olleges su□h as Cornell □ni□ersit□□Prin□eton□□ale□ □ohn □o□kins□□a□es □adison□Dre□er□South Carolina State □ni□ersit□□□lban□State □ni□ersit□□ Bro□n □ni□ersit□□Sha□ □ni□ersit□□□e□ □e □ni□ersit□□□ississi□□i State □ni□ersit□□□organ State □ni□ersit□□□lorida State □ni□ersit□□North Carolina □□□□ □ni□ersit□□Penn State□Oklaho□a □ni□ □ar□ard □ni□ersit□□□ni□ersit□of □entu□k□ □ni□ of Conne□ti□ut□□laba□a□Saint □ugustine□ □ennessee□and 2012 Ol□□ □an Sa□□r Laine.

COACHING Accomplishments:
2017 N.Y. Track and Field Boys Coach of the Year
2019 Inducted into The Section 9 Track and Field Coaches Hall of Fame
2004 Indoor National Record 400m Dash (45.92)
2004 Indoor State Record Holder 400m Dash (45.92)
2004 Outdoor State Record 400m Dash (45.93)
2003 Outdoor State Record Holders 4X400m Relay (3:12.27)
2004 Outdoors State Record Holders 4X200m Relay (1:25.45)
2017 Outdoors State Meet 4X400m Record holders (3:12.69)

□12□
National Championships:
2003 Indoors 4X200m relay National Champions
2004 Indoors 4X400m relay National Champions
2004 Indoors 4X200m relay National Champions
2004 Indoors 400m relay National Champion
2004 Outdoors 800m SMR Champions
2004 Outdoors 4X400m relay Champions
2008 Indoors 1600m SMR Champions
2009 Indoors 4X400m relay National Champions
2010 Outdoors 800m SMR relay Champions
2010 Outdoors 4X400m Relay Champions
2021 Outdoors S□edish Rela□National Cha□ □ions
2021 Outdoors 4x400M Relay Champions

(31)
State Championships:
2003 indoors 4X200m relay
2003 Outdoors 400m Dash Champion

2003 Outdoors 4X400m relay Division Champion
2003 Outdoor 4X400m Champion
2004 Indoors 600m run Champion
2004 Indoors 4X400m relay Champions
2004 Outdoors 4X100m relay Division
2004 Outdoor 4X100m Champions
2005 Indoors 4X400m relay Champions
2005 Outdoors 4X400m relay Division Champions
2005 Outdoors 4X400m relay Champions
2006 Indoors 55m Dash Champion
2007 indoors 4X400m relay Champions
2008 Outdoors 4X400m relay Division
2008 Outdoors 4X400m relay Champions
2009 Indoors 4X400m relay Champions
2009 Outdoors 4X400m relay Division Champions
2010 Indoors 4X400m relay Champions
2010 Outdoors 4X400m relay Champions
2015 Indoors 4X200m relay Champions
2015 Outdoors 200m Division Champion
2015 Outdoors 200m Champion
2015 Outdoors 4X100m relay Division
2015 Outdoors 4X100m relay Champions
2015 Outdoors 4X400m relay Division Champions
2017 Outdoors 400m HH Division Champion
2017 Outdoors 400m HH Champion
2017 Outdoors 4X400m relay Division Champions
2017 Outdoors 4X400m relay Champions
2018 Indoors 4X400m relay Champions
2018 Outdoors 400m IH Division Champion *Sophomore State record 53.04
2021 Outdoors Se□tion 9 Cha□ □ions

RESOLUTION NO.: 294-2022

OF

DECEMBER 12, 2022

A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK AND THE 2023 PERSONNEL ANALYSIS BOOK TO DELETE ONE ACCOUNT CLERK POSITION AND ADD ONE SENIOR ACCOUNT CLERK POSITION IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Superintendent of Public Works proposes to delete one Account Clerk position and add one Senior Account Clerk position to improve the efficiency of the Department of Public Works; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2022 and the City of Newburgh Adopted Personnel Analysis Book for 2023;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended to delete one Account Clerk position and add one Senior Account Clerk position in the Department of Public Works; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to delete one Account Clerk position and add one Senior Account Clerk position in the Department of Public Works.

RESOLUTION NO.: 295 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 WITH MCNAMEE CONSTRUCTION CORPORATION FOR A TIME EXTENSION TO THE CONSTRUCTION CONTRACT IN THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed $1,678,560.00; and

WHEREAS, existing field conditions required additional work, including increased pavement restoration area, removal of excess stream bed material impeding stream flow, increased scour hole remediation, and installation of bridge headwall protection plates, and requires a change order for an extension of time to March 31, 2023 to the complete the contract; the same being 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 City Manager be and he hereby is authorized to execute Change Order No. 3 with McNamee Construction Corporation for contract completion extension March 31, 2023 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

CONR 250
(04/14)

APPLICATION FOR EXTENSION OF COMPLETION DATE

Contract No.: LD040218 Contract Description: PIN 8761.57 Rte 32 Lake St Bridge Rehab

Contractor Name: McNamee Construction Corp.

The contract identified above provides for completion of the work by the contract completion date. In accordance with the provisions of Article 4 of said contract, the undersigned Contractor hereby makes application for an extension of the date of completion of said contract to 03/31/2023 .

Pursuant to Article 4 of said contract - "No extension beyond the date of completion fixed by the terms of this contract shall be effective until approved in writing by the State. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, ..."

In consideration for granting an extension of the contract completion date as requested herein, the undersigned Contractor hereby acknowledges and agrees to the following terms and conditions:

1. As set forth in the Standard Specifications; for each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Engineering Charges include all appropriate engineering and inspection expenses incurred by the State, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible.

2. Approval of this Application for Extension of Completion Date, without a charge for engineering and inspection service, shall not obligate the State, in any manner whatsoever, to liability in any claim for damages for delay which may be made against the State in connection with the aforesaid contract, and such approval is granted solely for the purpose of completing the work and expediting contract payments.

It is understood that, if this extension of completion date is approved, the Commissioner of Transportation does not waive or release any claim the Department may have against the Contractor whether it be for actual or liquidated damages for any reason whatsoever.

Work Remaining:
sidewalks, light stone fill, rail, remove excess material under bridge (change order), steel plates

Reason for Request:
Extra work added to contract and time needed for contract closeout

By: _____ 11/29/2022
Signature Date

President
Title

Print Form

HVEA Engineers
Change Order Details
PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description	Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.
Prime Contractor	McNamee Construction Corp 154 Route 202, PO Box 182 Lincolndale, NY 10540
Change Order	3
Status	Pending
Date Created	11/29/2022
Type	Time Extension
Summary	Extend completion date to 31 Mar 2023
Change Order Description	During construction, existing field conditions were encountered that required additional work to be added. This additional work includes increased pavement restoration area, removal of excess stream bed material impeding stream flow, increased scour hole remediation, and installation of bridge headwall protection plates. This time extension is to allow the contractor reasonable time to complete additional work as well as administrative time to close out the contract. The additional work will be addressed in subsequent change orders.
Awarded Projeet Amount	$1,678,560.00
Authorized Project Amount	$1,678,560.00
Change Order Amount	$0.00
Revised Project Amount	$1,678,560.00

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Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/01/2022	12/09/2022	112.0 Days	03/31/2023

Contract Completion Date

Reason: To allow time to complete added work and to close out the contract.

1 time limit

Attachments

Document	Name	Description	Submission Date
CONR250_to_31Mar2023.pdf	CONR250 to 31Mar2023.pdf		11/29/2022 02:24 PM EST

1 attachment

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(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 **LD040218** **City of Newburgh Purchase Order No.: 29815**

Contractor Name: **McNamee Construction Corporation**

Change Order No.____

I, Peter Teliska, PE, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. ____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

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_____ _____

Peter Teliska, PE, HVEA Engineers, Resident Engineer **Date**

_____ _____

Todd VenningCity **Date**

City Manager/CEO

City of Newburgh, Sponsor

RESOLUTION NO.: 296 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS OF HOLIDAY DECORATIONS
FROM COUNCIL MEMBERS RAMONA MONTEVERDE, ROBERT SKLARZ
AND PATRICIA SOFOKLES FOR USE BY THE CITY OF NEWBURGH

WHEREAS, Council Members Ramona Monteverde, Robert Sklarz and Patricia Sofokles have offered donations of holiday decorations to the City of Newburgh; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and she is hereby authorized to accept donations of holiday decorations from Council Members Ramona Monteverde, Robert Sklarz and Patricia Sofokles, and from any other sources which may offer same to the City, with the appreciation and thanks of the City of Newburgh for such generous contributions.

RESOLUTION NO.: 297 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION AUTHORIZING AN EXTENSION OF THE 2021-2022 CITY-OWNED TAX FORECLOSED PROPERTIES GENERAL LIABILITY INSURANCE POLICY FOR THE PERIOD NOVEMBER 27, 2022 TO JANUARY 9, 2023 AND AUTHORIZING APPROVAL OF A CITY-OWNED TAX FORECLOSED PROPERTIES GENERAL LIABILITY INSURANCE POLICY FOR THE PERIOD OF JANUARY 9, 2023 TO DECEMBER 31, 2023 AND AUTHORIZING APPROVAL OF MUNICIPAL INSURANCE POLICIES FOR THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023

WHEREAS, Arthur J. Gallagher of New York, Inc. has obtained an extension of the City-owned tax foreclosed properties general liability insurance policy for the period November 27, 2022 to January 9, 2023; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a new policy of liability insurance coverage for the period January 9, 2023 to December 31, 2023; and

WHEREAS, on behalf of the City of Newburgh, Arthur J. Gallagher of New York, Inc. has solicited proposals for municipal insurance coverage for the fiscal year 2023 and has recommended a package of insurance coverage for municipal property and municipal liability insurance coverage for Fiscal Year 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the extension of the 2021-2022 City-owned Tax Foreclosed Properties General Liability Insurance Policy for the period November 27, 2022 to January 9, 2023; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh, New York hereby approves the new policy of insurance coverage for City-owned tax foreclosed properties for the term beginning January 9, 2023 through December 31, 2023 to be provided by Associated Industries Insurance Company, Inc.; and

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the municipal insurance coverage for the term beginning January 1, 2023 through December 31, 2023 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, and third-party claims administration services, respectively, for the period of January 1, 2023 to December 31, 2023.

Gallagher CORE360

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING COST	PROPOSED PROGRAM CARRIER	ESTIMATED COST
Package	Premium	Gemini Insurance Company (W. R. Berkley Group)	$758,710.00	Gemini Insurance Company (W. R. Berkley Group)	$953,521.00
	Surplus Tax		$27,313.56		$34,970.62
	Stamping Fee	Gemini Insurance Company (W. R. Berkley Group)	$1,289.81		$1,457.11
	11 Month Policy Cost		$787,313.37		
	Annualized Premium		**$858,860.68**		**$1,007,833.73**
Property	Premium	Zurich American Insurance Company (Zurich Insurance Group Ltd)	$88,004.73	Zurich American Insurance Company (Zurich Insurance Group Ltd)	$96,995.00
	Policy Fee		$250.00		$250.00
	NY Fire Fee		$890.19		$1,359.01
	Annualized Premium		**$89,144.92**		**$100,294.01**
Equipment Breakdown	Preminm	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	$8,488.00	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	$10,180.00
	Inspection Fee		$412.00		N/A
	Annualized Cost		**$8,900.00**		**$10,180.00**
Public Officials Liability	Annualized Premium	Evanston Insurance Company (Markel Corporation Group)	$30,387.00	Greenwich Insurance Company (XL Group plc)	$33,498.00
	Fee		$245.00		$245.00
	Annualized Cost		**$30,632.00**		**$33,743.00**
Public Officials Liability	Annualized Premium	N/A	N/A	ACE American Insurance Company (Chubb U.S. Group of Insurance Companies)	$27,632.00
	Annualized Cost				**$27,632.00**
Environmental Liability	Premium	Evanston Insurance Company (Markel Corporation Group)	$29,834.00	Evanston Insurance Company (Markel Corporation Group)	$30,950.00
	Inspection Fee		$500.00		N/A
	Surplus Tax		$1,282.86		$1,153.57
	Annualized Cost		**$31,616.86**		**$32,110.70**
Cyber Liability	Premium	BCS Insurance Company (BCS Insurance Company)	$16,633.00	Certain Underwriters at Lloyd's of London	$14,257.00
	Deception		$100.00		$450.00

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LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING PROGRAM EXPIRING COST	PROPOSED PROGRAM CARRIER	PROPOSED PROGRAM ESTIMATED COST
	Fee		$450.00		$100.00
	Surplus Lines Tax		N/A		$560.03
	Terrorism		Included		$147.00
	Annualized Cost		$17,183.00		$15,514.03
Cyber Liability	Premium	N/A	N/A	Houston Casualty Company (Tokio Marine Holdings, Inc.)	$24,163.00
	Surplus Lines Tax				$869.87
	Surplus Filing Fee				$3.62
	Policy Fee				$195.00
	Annualized Cost				**$25,231.49**
General Liability	Premium	Scottsdale Indemnity Company (Nationwide Mutual Insurance Company)	$10,729.00	Associated Industries Ins Co (AmTrust Financial Group)	$30,000.00
	TRIA		**$536.00**		$900.00
	Broker Fee		$150.00		$175.00
	Inspection Fee		$500.00		$500.00
	Surplus Liens Tax		$444.69		$1,205.01
	Annualized Cost		**$12,339.64**		**$32,780.10**

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CITY OF NEWBURGH

PROPERTY & LIABILITY INSURANCE RENEWAL SUMMARY (2023)

Gallagher
Insurance | Risk Management | Consulting

	EXPIRING PROGRAM (2/1/22 - 1/1/23)				PROPOSED RENEWAL PROGRAM (1/1/23 - 1/1/24)				% Increase
LINE OF COVERAGE	CARRIER	LIMIT	RETENTION	ANNUALIZED PREMIUM	CARRIER	LIMIT	RETENTION	PREMIUM	
Property, Inland Marine	Zurich	$90,987,093 Blanket Limit	$100,000 Deductible	$89,144	Zurich	$102,774,980 Blanket Limit	$100,000 Deductible	*$110,000*	23%
General Liability	Berkley (Gemini)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR	$858,860	Berkley (Gemini)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR (Option 1) $750,000 SIR (Option 2)	$1,007,833 (Option 1) $880,031 (Option 2)	17% 2%
Auto Liability	Berkley (Gemini)	$5,000,000/Acc.	$500,000 SIR		Berkley (Gemini)	$5,000,000/Acc.	$500,000 SIR (Option 1) $750,000 SIR (Option 2)		
Law Enforcement Liability	Berkley (Gemini)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR		Berkley (Gemini)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR (Option 1) $750,000 SIR (Option 2)		
Public Officials Liability	XL (Greenwich)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR	$30,632	XL (Greenwich)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR	$33,743	10%
Employment Practices Liability	XL (Greenwich)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR		XL (Greenwich)	$5,000,000/Occ. $5,000,000/Agg.	$500,000 SIR		
Boiler & Machinery	Travelers	$50,000,000 Blanket Limit	$1,000 Deductible	$8,900	Travelers	$50,000,000 Blanket Limit	$1,000 Deductible	$10,180	14%
Environmental Liability (Pollution)	Markel (Evanston)	$1,000,000/Occ. $2,000,000/Agg.	$10,000 Deductible	$31,616	Markel (Evanston)	$1,000,000/Occ. $2,000,000/Agg.	$10,000 Deductible	$32,110	2%
Cyber Liability	BCS	$1,000,000/Occ. $1,000,000/Agg.	$5,000 Deductible	$17,183	Tokio Marine	$1,000,000/Occ. $1,000,000/Agg.	$50,000 Deductible	$25,231	47%
General Liability for REM Properties	Scottsdale	$1,000,000/Occ. $2,000,000/Agg.	$1,000 Deductible	$12,319	*AmTrust	$1,000,000/Occ. $2,000,000/Agg.	$1,000 Deductible	$32,933	167%
Total Premiums	**$967,050**				**$1,252,030 (Option 1)** **$1,124,228 (Option 2)**				29% 16%
Exposures	TIV: $89.9M Budget: $51M Employee count: 301 Police officer count: 114 Properties covered by REM policy: 19 Locations covered by Environmental Liability policy: 8				TIV: $101.5M Budget: $54M Employee count: 322 Police officer count: 117 Properties covered by REM policy: 33 Locations covered by Environmental Liability policy: 8				
Notes	Premiums include TRIA (terrorism coverage) and taxes/fees				Premiums include TRIA (terrorism coverage) and taxes/fees *REM policy is effective 1/9/23 - 1/1/24 Chubb POL/EPL quote: $5M limit x $500k SIR = $27,732 $5M limit x $250k SIR = $32,937				

RESOLUTION NO.: 298 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR JANUARY 9, 2023 TO RECEIVE PUBLIC COMMENT
CONCERNING THE RENEWAL OF A CABLE FRANCHISE AGREEMENT
BETWEEN THE CITY OF NEWBURGH
AND SPECTRUM NORTHEAST, LLC, AN INDIRECT SUBSIDIARY OF
CHARTER COMMUNICATIONS, INC.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is hereby scheduled a public hearing to receive comments concerning the renewal of a Cable Franchise Agreement between the City of Newburgh and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc.; and that such public hearing be and hereby is duly set for the next meeting of the Council to be held at 7:00 p.m. on the 9th day of January, 2023, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

FRANCHISE AGREEMENT

This Franchise Agreement ("**Franchise**") is between the City of Newburgh, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows*:

SECTION 1
Definition of Terms

1.1 **Terms**. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Board" shall mean the governing body of the Grantor.

C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.

H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.

I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

K. "Service Area" shall mean the area described in subsection 6.1 herein.

L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.

M. "State" shall mean the State of New York.

N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term ***of fifteen (15) years***, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within fifteen (15) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, $2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual orientation. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial

condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way. Upon reasonable notice to Grantee, Grantor may require Grantee to remove any equipment or structures that Grantee installed in the public rights-of-way that Grantee has abandoned or that Grantee no longer uses or plans to use to provide its services.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Grantee will provide Grantor with 48 hours advance notice of date, time and location of planned tree trimming activities on public property. The foregoing notice shall not be required when the trimming is required to correct an emergency or service interruption.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of June 30th and December 31st of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, gender, or sexual orientation.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or

monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Todd Venning
City Manager
83 Broadway
Newburgh, NY 12550
Email: tvenning@cityofnewburgh-ny.gov

Copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550
mkelson@cityofnewburgh-ny.gov

Grantee: Alexander Camarda
Director, State Government Affairs
120 E. 23rd St.
New York, New York 10010
Email: alexander.camarda@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within fifteen (15) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The City Manager, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

Todd Venning, City Manager

Signature:_____

Name/Title:_____

Accepted this ___ day of _____, _20_____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature:_____

Name/Title:_____

RESOLUTION NO.: 299 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION DECLARING TWO FIRE DEPARTMENT PUMPER TRUCKS AS SURPLUS

WHEREAS, the City of Newburgh Fire Department possesses one 1990 Seagrave Pumper Truck VIN#1F9EU28J1LCST2115 and one 2005 Spartan Pumper Truck VIN#4S7AT2D945CO48850, which have reached the end of their useful lives and are no longer of use to the City; and

WHEREAS, the Fire Department has 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.

CITY OF NEWBURGH

FIRE DEPARTMENT

22 Grand Street
Newburgh, New York 12550

DATE: November 18, 2022

TO: City Manager Todd Venning
Comptroller Janice Gaston

FROM: Chief F. J. Spinelli

SUBJECT: Surplus Vehicles

With the arrival of our two new engines we are now in a position to surplus our two oldest engines. They are:

9004 – 1990 Seagrave Pumper	1F9EU28J1LCST2115	It has reached the end of it's service life and is in poor condition.
0501 – 2005 Spartan Pumper	4S7AT2D945CO48850	It has reached the end of it's service life and is in poor mechanical condition.

Distribution:
Assistant Chiefs_____HQ Company Officers_____Engine 3_____Dispatchers_____Civilian Staff_____

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Fire	Fire Engine/Pumper	1990 Seagrave Pumper	1	$5,000.00	5,000.00	Auction		
Fire	Fire Engine/Pumper	2005 Spartan Pumper	1	$9,000.00	9,000.00	Auction		

RESOLUTION NO.: 300 -2022

OF

DECEMBER 12, 2022

A RESOLUTION RE-APPOINTING GAIL FULTON AND BETTY BASTIDAS AND APPOINTING MARIANNE MARICHAL AND MARK DANIEL SANCHEZ-POTTER TO THE CONSERVATION ADVISORY COUNCIL FOR TWO YEAR TERMS

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Gail Fulton and Betty Bastidas expired on November 30, 2022 and Ms. Fulton and Ms. Bastidas wish to continue to serve new two (2) year terms; the same being in the best interests of the City of Newburgh; and

WHEREAS, Robert Sanchez has resigned his seat effective November 30, 2023 and a replacement is required;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Gail Fulton and Betty Bastidas are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term which commenced on December 1, 2022 and ends on November 30, 2024.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Marianne Marichal is hereby appointed to the Conservation Advisory Council effective immediately to complete the unexpired term of one member who resigned which term expires on November 30, 2023.

BE IT FURTHER RESOLVED, that Mark Daniel Sanchez-Potter is hereby appointed to the Conservation Advisory Council for a two (2) year term commencing immediately and ending on December 11, 2024.

RESOLUTION NO.: 301 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION APPOINTING ANUSHA MEHAR AND SEPH RODNEY TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 10 of 2005 which added new Chapter 14 of the City Code of Ordinances entitled Arts and Cultural Commission; and

WHEREAS, this City Council deems it to be in the best interest of the City of Newburgh to appoint new members to fill vacancies now existing on the Arts and Cultural Commission to carry out important work of such commission;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Anusha Mehar is hereby appointed to the Arts and Cultural Commission to complete an unexpired term effective immediately and ending on July 9, 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Seph Rodney is hereby appointed to the Arts and Cultural Commission for a three (3) year term commencing December 13, 2022 and ending December 12, 2025.

ORDINANCE NO.: 8 - 2022

OF

DECEMBER 12, 2022

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

SECTION 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
~~Charter~~		
§183-25 ~~C9.33~~	Sanitation residential stop fee	$4.26 per stop per residential tax lot, whether or not a building is erected thereon
	Sanitation commercial stop fee	$6.12 per stop per commercial or small commercial lot whether or not a building is erected thereon
	Dwelling unit fee	$26.85~~25.58~~ per month per dwelling unit

Underlining denotes additions
~~Strikethrough~~ denotes deletions

§293-38 Quarterly metered water rates per 1,000 gallons

First 1,000 gallons	Inside City: $7.88 8.35 Outside City: ~~$11.81~~ 12.52
Additional usage	Flat rate of ~~$7.88~~ 8.35 (~~$11.81~~ 12.52 outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	Gallons Allowed	Inside City	Outside City
+5/8	6,000	~~$47.28~~ 50.10	
+5/8	9,000		~~$106.29~~ 112.68
3/4	14,000	~~$110.32~~ 116.90	~~$165.34~~ 175.28
1	24,000	~~$189.12~~ 200.40	~~$283.44~~ 300.48
1 1/2	42,000	~~$330.96~~ 350.70	~~$496.02~~ 525.84
2	83,000	~~$654.04~~ 693.05	~~$980.23~~ 1,039.16
3	120,000	~~$945.60~~ 1,002.00	~~$1,417.20~~ 1,502.40
4	180,000	~~$1,418.40~~ 1,502.00	~~$2,125.80~~ 2,253.60
6	315,000	~~$2,482.20~~ 2,630.25	~~$3,720.15~~ 3,943.80
8	675,000	~~$5,319.00~~ 5,636.25	~~$7,971.75~~ 8,451.00

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

SECTION 2. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

The invalidity of any provision of this Ordinance shall not affect the validity of any other provision of this Ordinance that can be given effect without such invalid provision.

SECTION 5. This Ordinance shall take effect on January 1, 2023.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

For Michelle Kelson

Fee Type	Current Amount	($) Change	Proposed Amount
Commerical/(Industrial?) Stop fee	4.26	$ 1.86	6.12
Basic Stop Fee	4.26	$ -	4.26
Dwelling Fee	25.575	$ 1.28	26.85

Fee Descriptions

Descriptions	Stops per month		Current Total/Quarter	Proposed
Commercial - Stop Fee (other than Broadway)	8	3	102.3	146.9
Non-Commercial Stop Fee (other than Broadway)	8	3	102.3	102.3
Commercial Broadway stop fee	20	3	255.8	367.2
Non-Commercial Broadway stop fee	20	3	255.8	255.6
Dwelling Fee (Units)	1	3	76.7	80.6

Sample Billing Change

Residential Billing	Current Quarterly Bill	Current Quarterly Bill	
1 Family	$ 179.00	$ 182.81	2%
2 Family	$ 255.70	$ 263.37	3%
3 Family	$ 332.40	$ 343.93	3%
4 Family	$ 409.10	$ 424.50	4%
Commericial Billing			
Non Broadway (commercial 2)	255.8	308.00	20%
Non Broadway (commercial 4)	409.20	469.13	15%
Broadway (commercial 2)	409.20	528.32	29%
Broadway (commercial 4)	562.65	689.45	23%

WATER RATES BY METER SIZE EFFECTIVE 01/01/2023

METER SIZE	GALLONS	INSIDE CITY	OUTSIDE CITY
5/8"	6,000	~~$47.28~~ $50.10	
5/8"	9,000 (usage outside city)		~~$106.29~~ $112.68
3/4"	14,000	~~$110.32~~ 116.90	~~$165.34~~ $175.28
1"	24,000	~~$189.12~~ 200.40	~~$283.44~~ $300.48
1 ½"	42,000	~~$330.96~~ 350.70	~~$496.02~~ $525.84
2"	83,000	~~$654.04~~ 693.05	~~$980.23~~ $1,039.16
3"	120,000	~~$945.60~~ 1,002.00	~~$1,417.20~~ $1,502.40
4"	180,000	~~$1,418.40~~ 1,503.00	~~$2,125.80~~ $2,253.60
6"	315,000	~~$2,482.20~~ 2,630.25	~~$3,720.15~~ $3,943.80
8"	675,000	~~$5,319.00~~ 5,636.25	~~$7,971.75~~ $8,451.00

Sewer Usage is 108% of Water Amount

Water Facility Fee is $7.20 per unit.

1.000	=	$ 7.20
1.750	=	$12.60
2.500	=	$18.00
3.250	=	$23.40

Sewer Facility Fee is $5.59 per unit

1.000	=	$ 5.59
1.750	=	$ 9.78
2.500	=	$13.98
3.250	=	$18.17

Over the minimum usage = ~~$ 7.88~~ Water Inside City Limits $8.35
= ~~$11.81~~ Water Outside City Limits $12.52

Sewer Inside City Rate 108% of ~~$7.88~~ (8.35) = ~~$8.51~~ $9.02

TOWN BILLS
~~$11.81~~ = WATER OUTSIDE CITY LIMITS PER UNIT $12.52
~~$12.76~~ = SEWER OUTSIDE CITY LIMITS PER UNIT $13.52

Surrounding Cities Water and Sewer Breakdown 2023

Location	Type	County	Population	Last Water Rate Change	Last Sewer Rate Change	Sewer System	Which usage measure does your municipality use for Sewer Rates?	Water Rate	Minimum Charge per Billing Cycle/Usage Allowance	Sewer Rate
Beacon	City	Dutchess	15,541			Separate	Water Consumption	4.43 per unit 783 Cubic Feet		2.83 per unit 783 Cubic Feet
Kingston	City	Ulster	23,210	Jan-22	Jan-22	Combined	Per unit of Water 1 Unit = 1000 Gallons	0-4 Units Minimum $52.63 (1 unit=100 Cu Ft) increased rate in addition to additional units		6.51/unit (100 Cu FT)
Middletown	City	Orange	28,086	January 2022	January 2022	Separate	Billed for gallons of water used	$9.98/1000		$7.19/1000
Newburgh (City)	City	Orange	28,866	April 2013	April 2013	Combined	Water Consumption	$8.35/1000	Minimum charge is based on the size of the meter: 5/8" is 6,000 gallons, 3/4" is 14,000 gallons, 1" is 24,000 gallons, 1 1/2" is 42,000 gallons, 2" is 83,000 gallons, 3" is 120,000 gallons, 4" is 180,000 gallons, 6" is 315,000 gallons, 8" is 675,000 gallons anything over the minimum is $8.35/gallon.	$9.02/1000
Newburgh (TOWN)	Town	Orange	29,801	1/1/2022	1/1/2022	Combined		7500 Gallons or Less $20.00+increments of ($4..66/5.36 and 6.36/thousand gallons)		Various Range ($4.66 to $7.20-dependant on location)

1 Unit = 1000 Gallons

LOCAL LAW NO.: H - 2022

OF

DECEMBER 12, 2022

A LOCAL LAW AMENDING ARTICLE III, ENTITLED "SANITATION USER FEES; DUMPSTER USER FEES" OF CHAPTER 183 OF THE CITY OF NEWBURGH CODE OF ORDINANCES

BE IT ENACTED, by the Council of the City of Newburgh, New York that Article III of Chapter 183 of the City of Newburgh Code of Ordinances entitled "Sanitation User Fees, Dumpster User Fees" be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Article III entitled 'Sanitation User Fees, Dumpster User Fees' of Chapter 183 of the City of Newburgh Code of Ordinances".

SECTION 2 - AMENDMENT

The Article III of Chapter 183 of the Code of Ordinances of the City of Newburgh entitled "Sanitation User Fees; Dumpster User Fees" hereby is amended to read as follows:

Article III. Sanitation User Fees; Dumpster User Fees

§ 183-24 Definitions.

As used herein, the following terms shall have the meanings indicated:

COMMERCIAL PROPERTY

Any commercial building or portion thereof containing 5,000 square feet or more, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

DWELLING UNIT

One or more rooms with provisions for living, sanitary and sleeping facilities arranged for the use of one family.

Underlining denotes additions
~~Strikethrough~~ denote deletions

INDUSTRIAL PROPERTY

Any premises or portion thereof devoted to the manufacture, compounding, processing or treatment of goods or to the storage and shipping of goods which do not involve the sale of goods or services at retail to the general public.

OWNER

The person or entity to whom a piece of real property is assessed on the current assessment roll of the City.

RESIDENTIAL PROPERTY

A building or structure containing one or more dwelling units which are intended to serve as permanent places of abode and not transient or emergency accommodations. The term "residential property" shall not include hotels, motels, boarding or rooming houses, hospitals, clubs, schools or dormitories.

SMALL COMMERCIAL PROPERTY

Any commercial building or portion thereof containing less than 5,000 square feet ~~or less~~, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

§ 183-25 User fees to be charged for garbage collection.

A. Small commercial properties. The owner of each small commercial property within the City of Newburgh where commercial wastes are removed by the City shall be charged for the removal of commercial wastes generated by such properties at a rate of one commercial stop fee plus two dwelling unit fees per month.

B. Residential properties. The owner of each property within the City of Newburgh in the residential classification where wastes are removed by the City shall be charged per month for the removal of such waste at the rate of one residential stop fee plus one dwelling unit fee for each dwelling unit in the residential building. The number of dwelling units to be charged fees with regard to any property shall be determined by the number of dwelling units indicated on the certificate of occupancy for said property. A property containing rooming and boarding units shall be charged one dwelling unit fee for each rooming or boarding unit as indicated upon such property's certificate of occupancy.

Underlining denotes additions
~~Strikethrough~~ denote deletions

C. Commercial properties. The owner of each commercial property within the City of Newburgh where wastes are removed by the City shall be charged for the removal of such wastes at the rate of one commercial stop fee plus four dwelling unit fees for each month.

D. Fees defined and set.

(1) Commercial Stop fee. A commercial stop fee is the fee for the garbage truck making a stop in front of a commercial or small commercial property as defined in Section 184-24. The commercial stop fee shall be computed as set forth in Chapter 163, Fees, of this Code.

(2) Residential Stop fee. A residential stop fee is the fee for the garbage truck making a stop in front of a residential property as defined in Section 184-24.

(3) Dwelling unit fee. A dwelling unit fee is the fee charged for collection of garbage from one dwelling unit for a period of one month. The dwelling unit fee shall be computed as set forth in Chapter 163, Fees, of this Code.

(4 ~~3~~) The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

E. Bills for sanitation user fees. Bills for sanitation user fees shall be prepared and sent to each owner on a quarter-annual basis, starting on August 1, 1991, in the same manner as water and sewer charges are now billed and distributed, except that sanitation user fees shall be billed and paid during the first month of the calendar quarter in which sanitation removal services are performed, in the months of January, April, July and October. Bills for user fees shall be payable within the same time limits as may be prescribed in the Charter for the payment of water bills.

§ 183-26 Overdue and unpaid sanitation user fees to become liens; collection; interest and penalties; enforcement.

A. The amounts charged as sanitation user fees shall become liens against the real property to which they relate at the time rendered and in the same manner as water rents become liens and shall be collectible against such real property as provided by law.

B. Overdue and unpaid sanitation user fees shall be subject to the same interest, penalties and fees as provided for the collection of water rents and, in all respects, like proceedings shall be had by the City Collector as are or may be provided by law for the collection of water rents if they remain unpaid. The City Collector shall report to the Council all user fees imposed after January 1, 1993, with the interest and penalties thereon, which remain unpaid as of 30 days prior to the last date

prescribed by law for the annexation of tax warrant to the assessment roll, together with a brief description of the property for which said sanitation services were provided and the name and address of the person or corporation liable to pay such amount. The Council shall then, no later than its regular meeting on the fourth Monday in November of each year, levy all amounts remaining unpaid on the date taxes are levied against the real property for which or in connection with which such sanitation service was provided.

C. The amount so charged as a sanitation user fee and all interest, fees and penalties thereon shall be a lien on the real property on which the charges accrued and shall be collected and enforced as provided by law.

D. In case the City Collector shall return any sanitation user fees uncollected, the City Manager may cut off sanitation service to the property charged until such sanitation user fees and all interest, penalties and fees are fully paid.

§ 183-27 Application for reduction or elimination of service charge.

A. Any person applying to the Superintendent for a reduction or elimination in the service charge imposed on his property by §183-25 of the Code of Ordinances shall do so on an application form to be provided by the Superintendent, which form shall be signed and notarized by the property owner. Upon receipt of such a request, the Superintendent shall investigate the facts of the application and offer the applicant an informal hearing as to why the application should be granted and shall make a written determination granting or denying the application. The Superintendent's determination shall be final.

B. The only grounds for reduction or elimination of such service charge are as follows:

(1) That a mistake was made on the part of the City in classifying the property.

(2) A senior citizen tax exemption shall have been granted pursuant to Chapter 270, Article II, of the Code of Ordinances in regard to the property, in which case a percentage reduction in the service charge shall be granted equal to the percentage exemption of assessed valuation granted by said article for the same property.

C. Residential property with an adjoining vacant lot, owned by the same entity, shall be charged only one stop fee per month, including both parcels. The property owner must request this exemption or the billing shall reflect a separate stop fee.

D. Reductions in the amount of the user charge applying to any particular property shall be for the current billing period only. Applications for reduction must be made for each and every quarter that the unit remains unoccupied. Applications shall only be accepted for a period of 20 days after the billing date indicated on the sanitation bill. Incomplete applications will not be considered.

Underlining denotes additions
~~Strikethrough~~ denote deletions

§ 183-28 Dumpster user fees.

A. The owners of all properties where dumpsters are serviced by the City, within the City of Newburgh, shall be charged for the removal of wastes generated by such properties at a rate as set forth in Chapter 163, Fees, of this Code. A dumpster is defined as having a volume not exceeding two cubic yards. Dumpsters exceeding two cubic yards will not be serviced by the City.

B. The above charges shall be made on all properties where collection of dumpster wastes by the City has been requested. The owner of each such property must file an application or a dumpster permit for such property.

C. The charges imposed by this local law shall be billed to each owner on a monthly basis. No refunds or proration shall be made for rendering of only a partial month's services. No change in charge or service shall become effective other than as of the first day of a month.

D. The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services, together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

§ 183-29 Overdue and unpaid dumpster user fees to become liens; collection and enforcement.

A. Overdue and unpaid dumpster user fees shall become liens against the real property to which they relate at the same time and in the same manner as uncollected water rents become liens and shall be collectible against such real property in the same manner as is or may be prescribed by law for the collection of taxes for the City of Newburgh for City purposes. Like notices shall be given by the City Collector.

B. Interest, penalties and fees shall be the same as for the collection of water rents, and, in all respects, like proceedings shall be had by the City Collector as is or may be provided by law for the collection of water rents.

C. The amount so charged shall be collected and enforced in the same manner and in the same time as may be provided by law for the collection and enforcement of City taxes and such service charges, interest and penalties thereon shall be a lien on the real property on which the charges accrued.

§ 183-30 Duties of property owner to report changes in occupancy.

Any person being the owner of residential property within the City shall have an affirmative duty to report to the Division of Sanitation, on a form to be provided by the Superintendent, by change in

occupancy of that property which would have the effect of increasing the sanitation service charge. Such increases in the amount of the user charge shall become effective immediately, and any portion of a month shall constitute a full month.

§ 183-31 Penalties for offenses.

Any person making a false statement on any application made pursuant to this article, on any report made, or any violation of this article shall be guilty of a violation and, upon conviction, shall be subject to a fine not to exceed $500 or imprisonment not to exceed 15 days, or both such fine and imprisonment.

SECTION 3 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO. 302 - 2022

OF

DECEMBER 12, 2022

A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK

WHEREAS, City of Newburgh and the Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("PBA") are parties to a collective bargaining agreement which expired on December 31, 2021; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and the PBA have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Collective Bargaining Agreement between the City of Newburgh and the PBA, which sets forth the terms and conditions of employment for the term January 1, 2022 through December 31, 2026, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with the Patrolmen's Benevolent Association of Newburgh, New York, Inc. for the term January 1, 2021 through December 31, 2026.

STIPULATION OF AGREEMENT made and entered into this __ day of December 2022 by and between the negotiating committees for the City of Newburgh and the Newburgh Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2021; and

WHEREAS, the parties have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Association's membership, and ratification and approval by the City Council.

2. The signatories agree to recommend this Agreement for ratification/approval.

3. A copy of this original document has been furnished to representatives of the City and the Association.

4. All proposals made by either party during the course of negotiations that are not covered by this Agreement will be deemed dropped.

5. Housekeeping. Delete all expired/moot language per the attached 2015-2021 CBA mark-up (housekeeping) sent to the PBA's counsel on February 13, 2021, plus any other housekeeping changes agreed to by the parties during the 2022-2026 CBA drafting process.

6. Housekeeping. Incorporate into the CBA all proposed clean up language regarding the Police Commissioner being added to the organizational chart sent to the PBA's counsel on October 18, 2021.

7. Article I (Management's Rights). Effective upon the complete ratification ad approval of the 2022-2026 Agreement, add that the City may employ certified part-time police

officers in any lawful capacity and for any lawful purpose, effective upon the complete ratification and approval of the 2022-2026 Agreement, in satisfaction of any duty to bargain the City may have over its decision to implement the retention and usage of certified part-time police officers, and the impact of same upon affected employees' terms and conditions of employment, except that: (a) certified part-time police officers will be part of the PBA Bargaining Unit; (b) the initial hourly rate for certified part-time police officers will be $28 per hour; (c) the City will then, effective January 1, 2024, increase that hourly rate by, at a minimum, the same percentage wage increase as that negotiated for full-time employees; (d) certified part-time police officers will not be assigned to the Canine, Detectives and Narcotics Units; (e) certified part-time police officers will not be promoted and will not be assigned to supervise other employees; (f) certified part-time police officers may be assigned to work overtime shifts otherwise to be worked by full-time employees only after all full-time employees working in the Department unit (e.g., patrol, traffic) on the shift immediately prior to the one for which overtime is required for that Department unit are polled, utilizing the Department's scheduling software, and timely decline the overtime opportunity; (g) only the following CBA provisions will be applicable to certified part-time police officers: I, II, VI, XI (except for the two sentences beginning with 'Effective on March 28, 2016'), XIV(A), XVIII, XIX (B-L), XX, XXI, XXII, XXIII, XXIV, XXV, XXVI; and (h) no full-time employee will be laid off as a direct result of the utilization of certified part-time police officers. In exchange, effective upon the first day of the payroll period next following January 1, 2023, each police officer salary rate will be increased by 7% above the rates in effect on December 31, 2022.

8. Article II(B)(2) (Agency Fee). Delete everything after the first sentence (unconstitutional).

9. Article III(A)(2) (Salary).

(a) Effective January 1, 2022, each police officer salary rate will remain the same as the rates in effect on December 31, 2021. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(b) Effective on the first day of the first payroll period following January 1, 2023, in exchange for ¶¶ 5, 6, 8, 10, 11, 16, 39, 40, 47, 48, 49, 50, 52, 53 and 54, each police officer salary rate will be increased by 2% above the rates in effect on December 31, 2022. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

(c) Effective on the first day of the first payroll period following January 1, 2023, in exchange for ¶¶ 13, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25, 27, 28, 31, 32, 33, 34, 35, 37, 38, 41, 44 and 51, each police officer salary rate will be increased by an additional 2.26% above the rates in effect on December 31, 2022. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

(d) Effective on the first day of the first payroll period following January 1, 2024, each police officer salary rate will be increased by an additional 2% above the rates in effect on December 31, 2023. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

(e) Effective on the first day of the first payroll period following January 1, 2025, each police officer salary rate will be increased by an additional 2% above the rates in effect on December 31, 2024. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

(f) Effective on the first day of the first payroll period following January 1, 2026, each police officer salary rate will be increased by an additional 2% above the rates in

effect on December 31, 2025. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

10. Article III(H) (New) (Field Training Officers). Effective January 1, 2023, employees assigned as Field Training Officers will, in lieu of one hour of compensatory time per shift, be paid an additional $50 stipend for each shift actually worked in this capacity.

11. Article III(G)(i) (Shift Differential). In (i), insert after "worked" the phrase "between 4:00 p.m. and 12 midnight and shall not be paid for any other hours worked" (housekeeping).

12. Article V(A) (Holidays). Effective January 1, 2023, delete. In exchange, each police officer salary rate will be increased by 5.38% above the rates in effect on December 31, 2022. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D). See Appendix A.

13. Article V(B, C) (Holidays). Effective upon the complete ratification and approval of the 2022-2026 Agreement, compensatory time will be subject to the provisions of ¶ 32.

14. Article V(B) (Holidays). Add that, effective upon the complete ratification and approval of the 2022-2026 Agreement, recruits assigned to the Police Academy will not receive extra compensation for working on a holiday.

15. Article V(B) (Holidays). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add to the end of the paragraph: "Hours for which the employee volunteered to work on the holiday outside of the employee's regular duty hours will be paid at the rate of time and one-half."

16. Article VI(B) (Retirement Benefit). Delete all but the last sentence (illegal).

17. Article VII(A) (Scheduling). Effective January 1, 2023, delete identification officers, youth officers, court liaison/warrant apprehension unit officers, lobby desk officers,

training officers, detectives. Add that detectives assigned on or after the date on which the 2022-2026 Agreement is fully ratified and approved will be assigned to work a schedule consisting of eight hours per day, five days on, followed by two days off, with RDOs assigned at the Commissioner's or designee's discretion.

18. Article VII(B)(1) (Scheduling). Effective upon the complete ratification and approval of the 2022-2026 Agreement, change 16 to seven.

19. Article VII(B)(2) (2nd P) (Scheduling). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete the second sentence.

20. Article VII(B)(2) (3rd P) (Scheduling). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete "from among all Detectives employed by the Department (not just 'case detectives')."

21. Article VII(E)(2) (Scheduling). Effective upon the complete ratification and approval of the 2022-2026 Agreement, change 30 to seven.

22. Article VII(F) (1st P) (Scheduling). Effective upon the complete ratification and approval of the 2022-2026 Agreement, change "street crimes unit and the crime detection and prevention units" to "specialized units."

23. Article VII(K)(1) (Training). Effective upon the complete ratification and approval of the 2022-2026 Agreement, change overtime pay to straight time pay for employees being trained outside of the employee's scheduled work hours, except where required by law. Trainers will continue to receive overtime pay at time and one-half.

24. Article VII(K)(1) (Training). Effective upon the complete ratification and approval of the 2022-2026 Agreement, change 30 to 14.

25. Article VII(K)(2) (Training). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add "or eight hour."

26. Articles VII(D), VIII (Overtime). Effective upon the complete ratification and approval of the 2022-2026 Agreement, employee overtime may be mandated notwithstanding the provisions of Unconsolidated Laws Section 971 or any of its successors as follows.

(a) This policy applies to non-emergency (as declared by the City Manager or designee and as defined in Unconsolidated Laws Section 971) mandated shift coverage situations.

(b) A separate list for mandatory shift coverage will be maintained by the Department. When contact is made with an employee, that employee will be ordered to report for shift coverage, and on what date and time. This will be noted in the appropriate box.

(c) Employees who are scheduled for pre-approved vacation, bereavement, compensatory time or personal days will be exempt from mandatory shift coverage.

(i) Outside of 24 hours: When there are no volunteers to work an overtime shift, the vacancy will be filled on a straight rotational basis, utilizing the preset order set forth in the mandatory shift coverage list. This list will name all current employees eligible for full duty assignment, beginning with the employee with the least seniority and ending with the employee with the most seniority.

(ii) Less than 24 hours: Overtime that becomes available with less than 24 hours' notice will be filled from the mandatory shift coverage list. The vacant shift will first be offered to the prior shift and shift following the vacancy, If the shift is not covered by this method, the Department will begin the mandatory shift coverage procedure. When there are no volunteers to work a patrol overtime shift, the vacancy will be filled on a straight rotational basis, utilizing the preset order set forth in the mandatory shift coverage list. The watch commander or his/her designee will contact each employee in accordance with the mandatory shift coverage

list. If the employee does not answer the call, the watch commander or his/her designee will call the next employee on the list until an employee is contacted.

If, for any reason, the first employee on the list being called for mandatory shift coverage is not reached, this employee will be the first employee called again the next time mandatory shift coverage is being assigned. The employee who was assigned to the previous mandatory shift coverage from the callout procedure will be the last employee to be contacted the next time mandatory shift coverage is being assigned. If the first employee called was reached and assigned to work the shift coverage, the next employee will be first to be called the next time the mandatory shift coverage is being used. An employee will not be mandated two days in a row, unless there is no other alternative. An employee will also not be mandated if the mandate will create a situation in which the employee would be required to work more than 16 hours in a 24-hour period.

(iii) Within 8 hours: If overtime becomes available within 8 hours of any shift, the most junior employee of the preceding shift will be mandated to work the overtime shift. An employee will not be mandated two days in a row, unless there is no other alternative. An employee will also not be mandated if the mandate will create a situation in which the employee would be required to work more than 16 hours in a 24-hour period.

In exchange, effective on the first day in the first payroll period following January 1, 2023, each police officer salary rate will be increased by 1.5% above the rates in effect on December 31, 2022.

27. Article VII(I) (New Hires). Add that all employees hired on or after the date on which the 2022-2026 Agreement is fully ratified and approved may be assigned an additional 40 hours per year for the first three years following receipt of certification.

28. Article VII(J) (Mutuals). Effective upon the complete ratification and approval of the 2022-2026 Agreement, mutuals are to be electronically recorded through the Department's scheduling software before commencing the affected shift. Mutuals when repaid must also be electronically recorded.

29. Article VIII (Overtime). Add that the January 15, 2021 dispatcher overtime procedure will remain in effect during the Department's transition to a City of Newburgh Public Safety Dispatch Center, except that the City may outsource midnight shift dispatch duties, in satisfaction of any duty to bargain the City may have over its decision to implement the Center, and the impact of same upon affected employees' terms and conditions of employment. In exchange, effective on the first day of the first payroll period following January 1, 2023, each police officer salary rate will be increased by 1.5% above the rates in effect on December 31, 2022.

30. Article VIII (Overtime). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add that the following FLSA cycles will be implemented in satisfaction of any duty to bargain the City may have over its decision to implement the Center, and the impact of same upon affected employees' terms and conditions of employment: (A) Identification Officers, Detectives, Youth Officers, Warrant Officers, Lobby Desk Officers, Training Officers and all other special officer positions (see Article VII(A), B(1-2)): 28 days; officers working fixed shifts pursuant to Article VII((E)(1)(a-c): 24 days. The City may change these cycles, and establish/change cycles for any units/positions not referenced in this paragraph, following notice to the PBA. In exchange, effective on the first day of the first payroll period following January 1, 2023, each police officer salary rate will be increased by 2.3% above the rates in effect on December 31, 2022.

31. Article VIII(A)(3) (Lunch). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add "written" before "approval." Also, effective upon the complete ratification and approval of the 2022-2026 Agreement, delete all references to compensatory time. All unused compensatory time accrued as of that date will be merged into ¶ 32.

32. Article VIII(B) (Compensatory Time). Add: "Effective upon the complete ratification and approval of the 2022-2026 Agreement:

A. All accrued compensatory time as of the date on which the 2022-2026 Agreement is fully ratified and approved will be paid by not later than December 31, 2022 at each employee's then hourly rate and each employee's compensatory time bank will be reset to zero hours.

B. Employees may subsequently bank no more than 80 total hours of compensatory time at any time.

C. Employees who accrue more than 80 total hours of compensatory time at any time may not use that excess time for any reason. Instead, the time in excess of 80 hours will be paid within 60 calendar days from the date on which the excess time is accrued.

33. Article VIII(C) (Compensatory Time). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete.

34. Article VIII(D) (Stand-by Time). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete all references to compensatory time. All unused compensatory time accrued as of that date will be merged into ¶ 32.

35. Article VIII(D) (Stand-by Time). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete all but the last two sentences.

36. Article IX(A)(1, 3) (Retiree Health Insurance). Revise to provide that all employees retiring on or after the date on which the 2022-2026 Agreement is fully ratified and

approved will continue to pay into retirement at the same premium percentage as they were paying on their last day of employment, subject to any other applicable CBA provision. Eligible future retirees and their dependents will receive the applicable health insurance benefit for the life of the retiree and the life of all eligible dependents. In exchange, effective on the first day of the first payroll period following January 1, 2023, each police officer salary rate will be increased by 1.25% above the rates in effect on December 31, 2022.

37. Article IX(A, B) (Health Insurance). Add that, effective upon the complete ratification and approval of the 2022-2026 Agreement, all new lateral hires will be treated as new employees for purposes of premium contribution obligations.

38. Article IX(D) (Health Insurance Buy-Out). Effective January 1, 2024, revise the second and third paragraphs to reflect that employees must remain out of the Plan for 12 consecutive months (January-December) in order to receive the payments and may be restored to the health insurance plan during the 12 month period only if they experience a qualifying event as defined by the Internal Revenue Code and applicable Regulations, in which case they will not receive a payment. Any employees who opted out of the Plan effective prior to January 1, 2024 will be paid 1/12th of the payment times the number of complete months during which the employee had opted out during 2023. All employees who had opted out prior to January 1, 2024, and each year thereafter, will be deemed to have opted to remain in opt-out status the following year unless the City receives a contrary written notification during the open enrollment period.

39. Article IX(E) (Additional Employee Benefits). Effective upon the complete ratification and approval of the 2022-2026 Agreement, revise to read, "The City will, on the 10th day of the month (or next succeeding business day), contribute to the PBA the prorated annual sum of $500 per full-time employee who is on the City payroll as of the first day of each month. These payments will be used solely for providing dental and optical benefits to employees."

40. Article XIV(A) (GML 207-c). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add that holiday pay will cease after 12 months' absence, retroactive to the first day of absence.

41. Article XIV(B)(1) (Sick Leave). Effective for all employees hired on or after the complete ratification and approval of the 2022-2026 Agreement, change to one day per completed month of service.

42. Article XIV(B)(1) (Sick Leave). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add a new second sentence: "Employees may not accumulate more than 150 days as of the date on which the 2022-2026 Agreement is fully ratified and approved. Any days in excess of the 150 day cap may be applied to sick leave conversion pursuant to Article XIV(C)(3). In exchange, together with ¶¶ 45 and 46, each police officer salary rate will be increased by .25% above the rates in effect on December 31, 2022."

43. Article XIV(B)(1) (Sick Leave). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add: "A doctor's statement can also be required if the Chief has reason to believe that an employee is abusing his/her sick leave privileges by, for example, exhibiting a pattern of absences on the first or last days of the employee's regularly scheduled workweek, the days immediately before or after a holiday or vacation period, or due to use of sick leave in excess of the unit average for the past three full calendar years. An employee who is at or exceeding the average will be notified in advance that a doctor's note will be necessary for future absences. The Chief's decision may be appealed to the Police Commissioner. The Commissioner's decision will be in writing and must be rational given the information available to the Commissioner at the time the decision is made. In exchange, each police officer salary rate will be increased by .25% above the rates in effect on December 31, 2022."

44. Article XIV(B)(3) (New) (Sick Leave Management Plan) (new). Effective upon the complete ratification and approval of the 2022-2026 Agreement, add: "Each employee who uses more than eight undocumented sick leave days in a six month period will be placed on a sick leave usage monitoring and well employee program. This program will include the loss of two sick leave days for each additional undocumented sick leave day beyond eight, to continue until the number of cumulative undocumented sick leave days used by the employee in a six month period falls below the eight day standard. This program will also include restriction to residence during the employee's scheduled tour."

45. Article XIV(C)(1, 2) (Sick Leave Conversion). Effective upon the complete ratification and approval of the 2022-2026 Agreement, revise to reflect that days bought back pursuant to (C)(2) will be reduced from the (C)(1) cap and may not be reaccumulated for payment purposes. In addition, effective December 31, 2022, any employee with more than 150 accumulated and unused sick leave days as of any December 31 may not use those excess days for any purpose but may, instead, convert them pursuant to Article XIV(C)(3) at the employee's hourly rate at the relevant December 31. In exchange, each police officer salary rate will be increased by .25% above the rates in effect on December 31, 2022.

46. Article XIV(C)(3) (Sick Leave Conversion). Effective upon the complete ratification and approval of the 2022-2026 Agreement, insert after "a maximum of 150 days of accumulated and unused sick leave" the phrase ", plus any days applied pursuant to 2022-2026 Agreement ¶¶ 42 and 45,".

47. Article XIV(E) (Personal Leave). Delete per the 12/26/19 MOA (housekeeping).

48. Article XIV(G)(2, 3 ,4) (Child Care Leave). Effective upon the complete ratification and approval of the 2022-2026 Agreement, Revise to read, "BIRTH OF CHILD. An employee (male or female) will be relieved from duty with pay for the birth of the employee's

child and will be excused from duty with pay for any tour the employee was scheduled to work, to a maximum of two (2) tours of duty. An employee may utilize the two tours of relief from duty prior to or after the child is born; however, two tours is the total number of tours for which an employee may be relieved from duty pursuant to this paragraph."

49. Article XIV(H) (Prorating). Move to each relevant CBA provision for ease of reference (housekeeping).

50. Article XIV(I) (Military Leave). Incorporate the 9/20/19 MOA (housekeeping).

51. Article XX (Grievance Procedure). Effective upon the complete ratification and approval of the 2022-2026 Agreement, revise to define a grievance as an alleged violation of a specific CBA provision.

52. Article XX(1)(c) (Grievance Procedure). Effective upon the complete ratification and approval of the 2022-2026 Agreement, Change "tape" and "taped" to "recorded" and "recording."

53. Article XX(6) (City Grievances). Effective upon the complete ratification and approval of the 2022-2026 Agreement, delete.

54. Article XXIV(B) (Personnel File). Change "IAD" to "Internal Affairs."

55. Civil Service Law Sections 71/73 Procedure. City proposal #32 will be implemented effective upon the complete ratification and approval of the 2022-2026 Agreement, retroactive to the first day of absence, in satisfaction of any duty to bargain the City may have over its decision to implement these procedures, and the impact of same upon affected employees' terms and conditions of employment. In exchange, each police officer salary rate will be increased by 4% above the rates in effect on December 31, 2022. See Appendix "B."

12/7/22

FOR THE CITY:

FOR THE ASSOCIATION:

APPENDIX A

City of Newburgh
PBA Contract negotiations
2022-2026
*Effective dates 2023-2026 are the first day of the first payroll period following the first of the year.

	0.00%	27.94%	2.00%	2.00%	2.00%
	Effective 1/1/22	Effective 2023*	Effective 2024*	Effective 2025*	Effective 2026*
Police Officers					
Police Officer Start	$ 45,846	$ 58,656	$ 59,829	$ 61,025	$ 62,246
Police Officer 1st Year	$ 53,557	$ 68,520	$ 69,891	$ 71,288	$ 72,714
Police Officer 2nd Year	$ 60,389	$ 77,261	$ 78,807	$ 80,383	$ 81,990
Police Officer 3rd Year	$ 61,941	$ 79,247	$ 80,832	$ 82,448	$ 84,097
Police Officer 4th Year	$ 70,238	$ 89,862	$ 91,659	$ 93,493	$ 95,362
Police Officer 5th Year	$ 72,404	$ 92,634	$ 94,486	$ 96,376	$ 98,303
Police Officer 6th Year	$ 74,923	$ 95,856.70	$ 97,774	$ 99,729	$ 101,724
Detectives					
Detective 1st Year	$ 78,670	$ 100,650	$ 102,663	$ 104,717	$ 106,811
Detective 2nd Year	$ 81,667	$ 104,485	$ 106,575	$ 108,706	$ 110,880

APPENDIX B

APPENDIX B

1. This procedure will be effective, retroactive to the first day of absence, for any Civil Service Law Section 71 or 73 leave designated by the City on or after the complete ratification and approval of the 2022-2026 Agreement.

2. By no later than 20 calendar days following an employee's absence as a result of a disability resulting from occupational injury or disease as defined in the New York Workers' Compensation Law, the City will, using the form attached hereto as Exhibit "A," notify the employee that the employee may be separated from service pursuant to Civil Service Law § 71. The notice will be sent by regular mail and certified mail, return receipt requested, to the employee's home address on file with the City.

3. By no later than 20 calendar days following an employee's absence as a result of a disability, other than a disability resulting from occupational injury or disease as defined in the New York Workers' Compensation Law, the City will, using the form attached hereto as Exhibit "B," notify the employee that the employee may be separated from service pursuant to Civil Service Law § 73. The notice will be sent by regular mail and certified mail, return receipt requested, to the employee's home address on file with the City.

4. Following the issuance of the notice described in paragraphs "1" and "2," and retroactive to the first day of the employee's absence, the employee will be deemed to be on an unpaid Section 71 or 73 leave of absence. An employee may use his/her accrued leave time during the absence, in the following order: (1) sick leave; (2) vacation leave; (3) personal leave; (4) other.

5. By no later than 30 calendar days prior to the expiration of the employee's Section 71 leave of absence, the City will, using the form attached hereto as Exhibit "C," remind the employee that the employee may be separated from service pursuant to Civil Service Law § 71. The notice will be sent by regular mail and certified mail, return receipt requested, to the employee's home address on file with the City.

6. By no later than 30 calendar days prior to the expiration of the employee's Section 73 leave of absence, the City will, using the form attached hereto as Exhibit "D," remind the employee that he/she may be separated from service pursuant to Civil Service Law § 73. This notice will be sent by regular mail and certified mail, return receipt requested, to the employee's home address on file with the City.

7. If the employee does not challenge the proposed termination or the challenge is unsuccessful, the employee's employment will be terminated effective on the date designated by the City. If the employee successfully challenges the proposed termination, then the City will, using the form attached hereto as Exhibit "C" or "D," notify the employee of the new proposed termination date.

8. The City retains the right to make non-substantive changes to the Exhibits "A" – "D" following notice to Association.

9. In the event that an employee with then current General Municipal Law Section 207-c status is separated pursuant to Civil Service Law Section 71, the employee will retain the employee's General Municipal Law § 207-c status, except as set forth in this procedure, for as long as same is required pursuant to General Municipal Law § 207-c and the applicable case law interpreting it.

10. In the event that an employee with then current General Municipal Law Section 207-c status is separated pursuant to Civil Service Law Section 71, and has not received an ordinary or disability retirement pension, the employee will thereafter make him/herself available, pursuant to the City/PBA collective bargaining agreement ("CBA") Article XIV(A) for the purpose of being examined by a City-appointed physician to determine the employee's ability to perform full duty, without restriction, as a City police officer.

11. In the event that an employee with then current General Municipal Law Section 207-c status is separated pursuant to Civil Service Law Section 71, and has not received an ordinary or disability retirement pension, and is at any time thereafter determined by a City-appointed physician to be able to return to full duty, without restriction, as a City police officer, the employee will be immediately thereafter notified, pursuant to the procedure set forth in PBA CBA Article XIV(A.4) that the employee's General Municipal Law § 207-c status will be deemed terminated as of a date selected by the City following the notification. The employee will then, if the employee so chooses, be permitted to appeal that determination, pursuant to the procedure set forth in PBA CBA Article XIV(A), and any related provision of that Section that is referenced therein.

12. This procedure will retroactively apply to employees who are absent due to Civil Service Law §§ 71 or 73-qualifying absences as of the date on which the 2022-2026 Agreement is fully ratified and approved, as follows.

a. For employees who have been absent less than six months on the date on which the 2022-2026 Agreement is fully ratified and approved, the notices set forth in ¶¶ 2 and 3 will be issued within 30 days of that date, and the notices set forth in ¶¶ 5 and 6 will be issued inclusive of time absent due to this Agreement prior to the date on which the 2022-2026 Agreement is fully ratified and approved.

b. For employees absent for six or more, but less than 12, months on the date on which the 2022-2026 Agreement is fully ratified and approved, the notices set forth in ¶¶ 2 and 3 will be issued within 30 days of that date, and the notices set forth in ¶¶ 5 and 6 will be issued not later than one month before the 15 month anniversary of the initial date of qualifying absence.

c. For employees absent for 12 or more months on the date on which the 2022-2026 Agreement is fully ratified and approved, the notices set forth in ¶¶ 2 and 3 will be issued within 30 days of that date, and the notices set forth in ¶¶ 5 and 6 will be issued three months from the date on which the 2022-2026 Agreement is fully ratified and approved.

EXHIBIT A

[ON CITY MANAGER'S LETTERHEAD]

_____(INSERT DATE)

BY FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

(INSERT NAME)
(INSERT ADDRESS)

Dear _____:

As you are aware, you have been absent from work due to a work-related _____ (INSERT "illness" or "injury") as defined in the Workers' Compensation Law; *i.e.*, _____ (INSERT GENERAL DESCRIPTION OF ILLNESS/INJURY) since _____ (INSERT DATE) and through today. Pursuant to New York Civil Service Law Section 71, you are entitled to up to a one cumulative work year's (CHANGE TO TWO YEARS IF ILLNESS/INJURY RESULTED FROM ASSAULT SUSTAINED IN THE COURSE OF EMPLOYMENT) leave of absence due to this _____ (INSERT "illness" or "injury"). After that time, however, this law grants the City the right to terminate your employment.

You are hereby notified that your employment with the City may be terminated following one cumulative year's (CHANGE TO TWO YEARS IF ILLNESS/INJURY RESULTED FROM ASSAULT SUSTAINED IN THE COURSE OF EMPLOYMENT) absence resulting from this _____ (INSERT "illness" or "injury") if you do not return to work before that time because you will have been absent by that date in excess of one cumulative work year as a result of your _____ (INSERT "illness" or "injury").

You are advised that, if you are terminated, you may have an opportunity to be reemployed by the City. Civil Service Law Section 71 provides that, within one year after you recover from your _____ (INSERT "illness" or "injury"), you may apply to the City of Newburgh Civil Service Commission for a medical examination to be conducted by a medical officer selected by that Commission. If the medical officer certifies that you are physically and mentally fit to perform the duties of a _____ (INSERT CIVIL SERVICE JOB TITLE), then you will be reinstated if there is a vacancy available as a _____ (INSERT CIVIL SERVICE JOB TITLE) at that time, or to a vacancy in a similar position, or to a vacancy in a position in a lower grade in the same occupation. If no vacancy exists at that time, you will be placed on a preferred eligible list for a position as a _____ (INSERT CIVIL SERVICE JOB TITLE), and will remain on that list for a period of four years.

Finally, I strongly recommend that you review the City/PBA collective negotiations agreement, and consult with your Union and attorney, to determine if there are any other legal rights to which you may be entitled.

If you have any questions about this letter, please direct them to the City's Corporation Counsel.

Sincerely,

_____

cc: PBA Unit President
Corporation Counsel
Police Commissioner
Police Chief
Newburgh Civil Service Commission
Labor Counsel

EXHIBIT B

[ON CITY MANAGER'S LETTERHEAD]

_____(INSERT DATE)

BY FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[INSERT NAME]
[INSERT ADDRESS]

Dear _____:

As you are aware, you have been absent from work due to a non-work-related _____ (INSERT "illness" or "injury"); *i.e.*, _____ (INSERT GENERAL DESCRIPTION OF ILLNESS/INJURY) since _____ (INSERT DATE). Pursuant to New York State Civil Service Law Section 73, you are entitled to up to a one consecutive year's leave of absence; *i.e.*, 365 days), due to this _____ (INSERT "illness" or "injury"). After that time, however, this law grants the City the right to terminate your employment.

You are hereby notified that your employment may be terminated as of _____ (INSERT DATE) if you do not return to work before that time, because you will have been absent by that date in excess of one consecutive year as a result of your _____ (INSERT "illness" or "injury").

You are advised that, if you are terminated, you may have an opportunity to be reemployed by the City. Civil Service Law Section 73 provides that, within one year after you recover from your _____ (INSERT "illness" or "injury"), you may apply to the City of Newburgh Civil Service Commission for a medical examination to be conducted by a medical officer selected by that Commission. If the medical officer certifies that you are physically and mentally fit to perform the duties of _____ (INSERT CIVIL SERVICE TITLE), then you will be reinstated if there is a vacancy available as a _____ (INSERT CIVIL SERVICE TITLE) at that time, or to a vacancy in a similar position, or to a vacancy in a position in a lower grade in the same occupation. If no vacancy exists at that time, you will be placed on a preferred eligible list for a position as a _____ (INSERT CIVIL SERVICE TITLE), and will remain on that list for a period of four years.

Finally, I strongly recommend that you review the City/PBA collective negotiations agreement, and consult with your Union and attorney, to determine if there are any other legal rights to which you may be entitled.

If you have any questions about this letter, please direct them to the City's Corporation Counsel.

12/7/22

Sincerely,

_____

cc: PBA Unit President
Corporation Counsel
Police Commissioner
Police Chief
Newburgh Civil Service Commission
Labor Counsel

EXHIBIT C

[ON CITY MANAGER'S LETTERHEAD]

_____(INSERT DATE)

BY FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

(INSERT NAME)
(INSERT ADDRESS)

Dear _____:

As you are aware, you have been absent from work due to a work-related _____ (INSERT "illness" or "injury") as defined in the Workers' Compensation Law; *i.e.*, _____ (INSERT GENERAL DESCRIPTION OF ILLNESS/INJURY) since _____ (INSERT DATE). Pursuant to New York State Civil Service Law Section 71, the City has the right to terminate your employment when you have been cumulatively absent from work for more than one work year (CHANGE TO TWO YEARS IF ILLNESS/INJURY RESULTED FROM ASSAULT SUSTAINED IN THE COURSE OF EMPLOYMENT) due to your _____ (INSERT "illness" or "injury").

You are hereby notified that your employment may be terminated as of _____ (INSERT DATE; LETTER TO BE SENT NO LATER THAN 30 CALENDAR DAYS BEFORE LEAVE EXPIRES). The bases for the decision are _____ (INSERT BASES FOR DETERMINING THAT EMPLOYEE HAS BEEN ABSENT FOR WORK-RELATED ILLNESS; I.E., DOCTORS' REPORTS, NOTES; ETC.)

If you dispute the fact that you have been absent from work due to an _____ (INSERT "illness" or "injury") as defined by the Workers' Compensation Law, or the dates on which you have been absent from work due to that _____ (INSERT "illness" or "injury"), or the fact that you have been cumulatively absent because of that _____ (INSERT "illness" or "injury") for more than one work year (CHANGE TO TWO YEARS IF ILLNESS/INJURY RESULTED FROM ASSAULT SUSTAINED IN THE COURSE OF EMPLOYMENT), you have the right to challenge my understanding of those facts. If you wish to contest my preliminary decision to terminate your employment on these or any other bases appropriate pursuant to Civil Service Law Section 71, you must follow the procedure set forth in the parties' August __, 218 Civil Service Law Sections 71 and 73 Procedure.

If do not timely challenge your proposed termination, then I will accordingly act to terminate your employment. You will then have the right to request a post-termination hearing to contest the decision.

You should also be advised that you may have an opportunity to be reemployed by the City. Civil Service Law Section 71 provides that, within one year after the termination of your _____ (INSERT "illness" or "injury"), you may apply to the City of Newburgh Civil Service Commission for a medical examination by a medical officer selected by the Commission. If the medical officer certifies that you are physically and mentally fit to perform the duties of a _____ (INSERT CIVIL SERVICE TITLE), then you will be reinstated if there is a vacancy available as a _____ (INSERT CIVIL SERVICE TITLE) at that time, or to a vacancy in a position in a lower grade in the same occupation. If no vacancy exists at that time, you will be placed on a preferred eligible list for a position as a _____ (INSERT CIVIL SERVICE TITLE) and will remain on the list for a period of four years.

Finally, I strongly recommend that you review the City/PBA collective negotiations agreement, and consult with your Union and attorney, to determine if there are any other legal rights to which you may be entitled.

If you have any questions about this letter, please direct them to the City's Corporation Counsel.

Sincerely,

_____

cc: PBA Unit President
Corporation Counsel
Police Commissioner
Police Chief
Newburgh Civil Service Commission
Labor Counsel

EXHIBIT D

[ON CITY MANAGER'S LETTERHEAD]

_____(INSERT DATE)

BY FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

(INSERT NAME)
(INSERT ADDRESS)

Dear _____:

As you are aware, you have been absent from work due to a non-work-related _____ (INSERT "illness" or "injury"); *i.e.*, _____ (INSERT GENERAL DESCRIPTION OF ILLNESS/INJURY) since _____ (INSERT DATE). Pursuant to New York State Civil Service Law Section 73, the City has the right to terminate your employment when you have been consecutively absent from work for more than one work year due to a non-work-related illness or injury. You are hereby notified that your employment may be terminated as of _____ (INSERT DATE; LETTER TO BE SENT NO LATER THAN 30 CALENDAR DAYS BEFORE LEAVE EXPIRES).

The bases for the decision are (INSERT BASES FOR DETERMINING THAT EMPLOYEE HAS BEEN ABSENT FOR NON-WORK RELATED ILLNESS; I.E., DOCTORS' REPORTS, NOTES; ETC.)

If you dispute the fact that you have been absent from work because of a non-work related _____ (INSERT "illness" or "injury"), or the dates on which you have been absent from work due to that _____ (INSERT "illness" or "injury"), or the fact that you have been consecutively absent because of that _____ (INSERT "illness" or "injury") for more than one consecutive work year, you have the right to challenge my understanding of those facts. If you wish to contest my preliminary decision to terminate your employment on these or any other bases appropriate pursuant to Civil Service Law Section 73, you must you must follow the procedure set forth in the parties' August __, 218 Civil Service Law Sections 71 and 73 Procedure.

If you do not timely challenge your proposed termination, then I will accordingly act to terminate your employment. You will then have the right to request a post-termination hearing to contest the decision.

You should also be advised that you may have an opportunity to be reemployed by the City. Civil Service Law Section 73 provides that, within one year after the termination of your _____ (INSERT "illness" or "injury"), you may apply to the City of Newburgh Civil Service Commission for a medical examination by a medical officer selected by that Commission. If the medical officer certifies that you are physically and mentally fit to perform the duties of a _____ (INSERT CIVIL SERVICE TITLE), you will be reinstated if there

is a vacancy available as a _____ (INSERT CIVIL SERVICE TITLE) at that time, or to a vacancy in a position in a lower grade in the same occupation. If no vacancy exists at that time, you will be placed on a preferred eligible list for a position as a _____ (INSERT CIVIL SERVICE TITLE) and will remain on the list for a period of four years.

Finally, I strongly recommend that you review the City/PBA collective negotiations agreement, and consult with your Union and attorney, to determine if there are any other legal rights to which you may be entitled.

If you have any questions about this letter, please direct them to the City's Corporation Counsel.

Sincerely,

_____

cc: PBA Unit President
Corporation Counsel
Police Commissioner
Police Chief
Newburgh Civil Service Commission
Labor Counsel

RESOLUTION NO.: 303 -2022

OF

DECEMBER 12, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2022

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 22, 2022 and the second regular meeting of December 26, 2022 be and hereby are cancelled.