

City of Newburgh
A regular meeting of the City Council of the City of
Newburgh was held on Monday, March 9, 2026 at 7:00 PM
in the third floor Council Chambers at City Hall, 83
Broadway, Newburgh, NY.
March 9, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio

Mayor Harvey asked that we think about the men and women who are in the United States Military, and actively engaged in combat in the Middle East conflict.

2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Giselle Martinez, Councilmember Robert McLymore, Councilmember Ramona Monteverde(*), Councilmember Tamika Stewart, Councilmember Ronald Zorrilla- 6
ABSENT- Councilmember Omari Shakur-1

**attended via Zoom Meeting*

Communications / Comunicaciones

4. Approval of the minutes from the City Council meeting of March 2, 2026/
Aprovacion del Acta de la Reunion General del Consejo del 2 de marzo de 2026

Councilmember McLymore moved and Councilmember Zorrilla seconded the motion.

Ayes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey- 6
Carried

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

Deputy City Manager Mike Neppl highlighted key points in city business.

Presentations / Presentaciones

There were no presentations scheduled.

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

Rufus Monk, a resident in Poughkeepsie, commented about the Channel-U Fishing program that he started five years ago. He said the recreation department was supposed to sponsor the program, but now it has cut his hours, and wants him to work the program six weeks, stop for two months and then resume in September. He said the city wants summer to be devoted to the swimming pool. He said he feels like he is working for the city, and they are running his program like it's theirs. He is fed up with how it's being done. How is the city going to change something that isn't theirs? (Comments Submitted)

Wendy Mejia, a resident in Ward 2, commented. She is one of the founders of *Force of Newburgh*, a grassroots organization committed to helping immigrant families at no charge. The program helps families complete family-preparedness packets in case parents are detained, and so they can have a plan in place for their children. Mejia also said she is a DOJ accredited representative who works with immigrant families. They have hosted several clinics, in which immigration consultations are provided. A recurring theme she's heard from families, is that many people are afraid to report violence to the police for fear of being detained. Also, those who do report crime to the police are never connected with crime victim assistance resources. She shared this not to place blame, but to highlight an opportunity for us to strengthen trust and to ensure that everyone knows how to access help when they need it. She implored the city to pass the non-cooperation with ICE resolution. It's an important step that helps ensure that community members can report crime without fear. Public safety works best when everyone in our community feels safe.

Peter Fraise, a City of Newburgh resident, commented. He hoped the council would pass Resolution #46-2026 reaffirming the City of Newburgh as a fair and welcoming city. He opposed Resolution #44-2026 between the city police and the facial recognition company. It is an unnecessary expense that violates privacy. It allows people to be targeted in ways that they couldn't be targeted otherwise. Fraise said that Clearview AI has contracts with ICE, and the software is prone to inaccuracies, just like other AI software. He mentioned the case as recent as last year, in which the NYPD falsely arrested a man and held him for two days, using AI facial recognition. The main thing in common was the men were Black and had dreadlocks. Fraise implored us to stop normalizing intrusive surveillance technologies and spend the money on something else.

Daniel Georges, a resident of the Town of Newburgh, commented. He supported the non-cooperation with ICE resolution. He said the community considers people who live here and who are undocumented as our neighbors; they are not

illegal. Passing the resolution is a great way for the city government to make that clear. Georges also spoke about charter review. It's not about taking a political stance, it's about transparency of the debate.

Michael Kolb, a resident in Ward 3, commented. He supported the anti-cooperation with ICE resolution. Many people feel that ICE is a secret police force that serves no legitimate purpose. He asked if the resolution passed, would it mean that a police officer would be prohibited from passing along information to DHS and ICE? Would it be considered a violation of the resolution if a police officer did pass along information to the federal government? Kolb said the resolution only applies to city employees, and it doesn't apply to State and County employees who work at sites in the City of Newburgh. If anyone had any interest in prohibiting that communication, they should also support the *New York For All Act*, which would impose the standard statewide.

Kate Quinlan, a resident in Ward 1, commented. She supported the resolution that councilmembers Monteverde and Martinez put forward. It makes her proud to be in Newburgh when she sees things like this on the agenda. She is concerned about the Clearview AI resolution. She was surprised to see it on the agenda tonight, and didn't realize the police department was trying to move forward with it. Quinlan said the ACLU filed a complaint, and the software has been very error-prone. Brown and Black faces is where all the mistakes get made. She strongly urged the PD to seek other options to keep our city safe.

Bam Boen, Ward 1, commented. She supported the anti-ICE cooperation resolution for reasons already mentioned. Newburgh has always been defined by its diversity and strong sense of community. Our city should continue to uphold its commitment as a sanctuary city, and refrain from using local resources as an extension for federal immigration enforcement. Cooperation with ICE undermines the community's trust, and the entire community becomes less safe. Boen is also opposed to the Clearview AI software.

Terry Amos, a resident in the Town of Newburgh, commented. He spoke about parking issues in front of his church. Residents park during church service. His mother-in-law, who is disabled, received a ticket recently. They are going to dispute it, but he read a letter, publicly, to address the critical need for parking for the church congregation to be able to attend services at 120 North Miller Street. He handed the letter to Councilmember McLymore, and said that the church is more than a building; it's a legacy.

Mark Sanchez Potter, a resident in the city, commented. He spoke in support of Resolution #46-2026. The local police department is here to serve the public, and he applauded the council for taking this necessary step against blatant government overreach. We've seen blatant brutality in Chicago and Minneapolis, in the name of a political agenda. Sanchez Potter also commented about Clearview AI. While AI is bad for the environment, it could easily be a violation of

people's 4th Amendment Rights. It's a continuation of the Patriot Act and the creating of a surveillance state that doesn't fit in with Newburgh. He implored the council to reconsider spending money on this resolution. He thanked the council for continuing to fight the good fight.

Megan Galbraith, a resident in Ward 1, commented. She implored the council to vote on the non-cooperation with ICE resolution. She provided an update on the *Newburgh Community Preparedness Project*, and mentioned that *Know Your Rights* trainings were provided to one hundred people in March. Other trainings were held, including ways to have peaceful protest. Galbraith mentioned a case study in Ossining. Ossining closely mimics Newburgh's demographics. A coalition comprised of faithbased, Board of Education, and community leaders came together and did outreach for community members. Three thousand families were able to get their paperwork in order should primary caregivers be detained. She said she knows ICE has a contract with Clearview AI. She implored the council to consider how data would be used and shared, as it would most likely be used against people who post policies, as well as immigrants. She hopes the council will not consider signing it at this time and figure out something else.

Arby Boyd, a resident in Ward 1, commented. She supported Resolution #46-2026, which affirms Newburgh as a fair and welcoming city. She said we need a safe and equitable approach to immigration, not one that uses a dehumanizing and dangerous system. ICE in our community does not make our community a safer place to live, and she wants all her neighbors in Newburgh to live in peace regardless of one's immigration status. She opposed Resolution # 44-2026. As a tech worker, she believes companies like Clearview AI don't have the public's interest in mind when they develop products. They generate identification databases from the non-consensual scraping of data across the web; so how could the public depend on a company whose product relies on a violation of trust in the most sensitive of times?

Sue Sullivan, a resident in the city, commented. She encouraged the council's support of non-cooperation with ICE resolution. A resolution like this matters, because it sends a clear signal about the kind of community Newburgh strives to be; and it's paramount in these troubling times. Sullivan mentioned the growing interest in the creation of a charter review commission, which would provide a structured public process for residents to participate in a thoughtful review of how local government operates. The council would define the framework for the commission, and ultimately, any proposed changes, or not, are decided by the voters. She requested that the council place the creation of a citizen-led charter review commission on its next work session agenda, which would allow the conversation to begin in a clear and structured way.

Gregory Nato, a constituent in the city, commented. He requested that the council adopt a resolution forming a charter review commission, one that is supported by

an independent external counsel that specializes in municipal charter reform. It's not about personalities, it's about structure. Newburgh deserves a governing framework that is clear and built to support decisive leadership. Other Hudson Valley cities have taken the path successfully, including Middletown, Kingston and Beacon. The common thread is they did not improvise reform, they invited public participation and relied on expertise. Newburgh should do the same. A charter review commission wouldn't replace the authority of the council; it would strengthen it. He implored the council to create the resolution, form the commission, invite public participation and let Newburgh shape its next chapter deliberately and transparently.

Shelby, a resident in Ward 2, commented. She supported the non-cooperation with ICE resolution, and wants Newburgh to stand strong. A good metric for measuring whether something is right or wrong is to ask ourselves, "Does it hurt children?" The moral thing isn't always the easiest thing to do. Clearview AI is not the right way to go either. AI is dehumanizing, and technology advances at a faster rate than humans. We don't know the damage that can be done until it's too late. She urged us to slow down and trust our police force — no AI and no ICE; just the City of Newburgh.

Carson Carter, a resident on First Street, commented. It is heartening to see the council respond to what the people have requested, because it reaffirms the public's trust in our government. He hoped the council will heed the feedback concerning Clearview AI, and take those comments to heart too. Carter hoped the council would move to create a special commission to review the city charter. It is something that is being done across New York State and across the country for good governance. The voters should ultimately get to decide on it in November, because it makes the process clear, transparent and honest. That's what people want right now.

Mayor Harvey broke protocol and spoke about charter review. While he agreed with some comments regarding charter review and good governance, he didn't believe a resolution prior to the referendum vote in November, is necessary. He felt as though it could be putting the carriage before the horse, because the referendum vote in November is supposed to decide, and then the council would create the commission based on the outcome of the referendum vote. He said he knew that the council would name the commissioners, but he also said if a special interest group wants a full and transparent method, then it should take the petition (10% of the electorate needs to sign), and go to Goshen in order for it to go on the ballot in November. This way, the entire voting population of the City of Newburgh can decide if charter review is something the city wants.

Carter explained that it seemed much more democratic for the council to appoint a representative they agreed on. The council, and not a private group, would create language that would go to the voters.

Michelle Kelson explained that city charter revision can be accomplished in three ways. One way is through the legislative body, the second is through citizen petition and the third is by the mayor. She clarified that the city council can't accomplish anything by way of charter review, through a resolution. This is not what state law provides. A citizens' petition must go to the City Clerk of the City of Newburgh. It must contain the method for determining the number of commission members, as well as how they are to be selected. You need 15% of the number of votes cast for Governor in the last gubernatorial election, or 45,000 signatures (whichever is less). That petition has to be submitted to the City Clerk, where it would be checked for validity. If the petition is valid, then the council has to pass a local law. The local law then goes for referendum. It's a two-election cycle. If you look at the handbook she provided the council, it informed them of what might be an appropriate method should the council wish to move forward on it. There are other methods that are a little more streamlined. The council should have a public debate about how it wants to proceed with charter review, and what might be a better method to accomplish it.

Aura, a resident in Ward 1, commented. The city should not go with the Clearview AI contract. There are serious concerns about it. There is research that shows that facial recognition is known to harm Black and Brown communities, as well as privacy concerns and concerns about how data will be used in the future. Clearview AI is a power machine for ICE, and it goes against what Newburgh stands by, which is protecting all residents in the City of Newburgh. It is important to reaffirm that the City of Newburgh will not cooperate with ICE. The resolution would allow all City of Newburgh residents to live dignified lives without fear.

Kate, a resident in Ward 4, commented. She implored the council to support the non-cooperation with ICE resolution. The residents need it in writing, and it would help them feel safer in their community. She also does not support Clearview AI. Kate spoke in support of Rufus Monk and the Channel-U Fishing program. It gets kids outside and off the screens, and more importantly, it encourages family engagement. She would like to see the city maintain its regular support of the program, and perhaps enhance it, because it shines a bright light on the city.

Kippy Boyle, a resident in Ward 1, commented. She supported resolution #46-2026. She found it odd that the Clearview AI resolution made its way to the agenda tonight. She was interested in hearing from the police department, as to why it thought this was an appropriate thing to do. Boyle said charter review discussion is a good idea, and she is not sure where comments took a left turn. Residents are not talking about petitioning just yet; they are talking about discussion to educate the people. We are getting way ahead of the gate, so let's just keep it at one thing at a time, which is for the council to have a hand in making this good idea a reality.

Michael Lebron, a City of Newburgh resident, commented. He opposed any

cooperation with ICE, and totally opposed the contract with Clearview AI. He supports charter review, and posted an essay about the city manager structure of government on his website entitled *Newburgh is America*. Lebron also supports Kenneys tenants being given an opportunity to acquire their homes, should the State Attorney General mandate the housing complex into receivership. He previously wrote an essay about tens of thousands of New Yorkers who used the distressed properties they lived in as paths to homeownership.

Paige said she runs a company in Newburgh, and strongly supported a resolution for charter revision. She hoped to see a resolution on the agenda soon. She didn't support the presence of ICE in the City of Newburgh. It has affected her personally, because her company has suffered a loss of a few employees. They are scared to travel on the New Jersey Light Rail. Some of her employees come up from the Salisbury Mills Train Station, many of them US citizens. Also, she is opposed us using Clearview AI to monitor people, because it is a violation of privacy.

Lara commented. She works closely with immigrant families. She knows firsthand what immigration enforcement looks like, because she experienced a parent being deported. That fear stays with you and shapes how immigrant families live and how their children grow up. She is here today to support the resolution for non-collaboration with ICE. Workers are afraid to go to work, parents are afraid to take their children to school and people are afraid to seek help when they need it most. Public safety works best when the community trusts their local institutions and local law enforcement. This resolution helps strengthen that trust by sending a clear message. She is also concerned about the use of facial recognition technology, especially in communities where people already feel vulnerable. Newburgh is home to immigrant families that contribute every day to this city's economy, culture and community life. She hoped leaders would continue to support the *New York for All Act* that would ensure that local resources across the state are used to protect communities.

Lesly, a resident in Ward 4, commented. She didn't know how the Clearview AI resolution got on the agenda. She didn't think it's something we need in Newburgh, and didn't feel it's the right tool for our police department to use. AI is prone to make mistakes. She said Newburgh has a history of immigrants. Immigrants have built up this community and brought it back to its vigor after it started to fall into decay. We want to continue growing as a city to bring in tourism and economic opportunities for everyone in the city.

Pastor Rosey, a resident in Ward 1, commented. She is strongly opposed to using facial recognition. She requested that we use that money for red-light cameras instead. Charter review is a wise process and a great idea if we do it the proper way and include public participation. She requested an update on the Kenneys. She heard that the owners have declared bankruptcy. She assumed this would put them on a stall to be able to do other things. She has spoken with and cried

with many Kenneys tenants. Pastor Rosey said she uses an electric blanket in a home with heat, and can't fathom what it's like to live in a home with no heat and no water. It is not sitting right in her heart. She welcomed anyone who wanted to come to 104 Broadway tomorrow for prayer.

Rabbi Douglas Kohn of Temple Beth Jacob commented. He had family members who died in Slovakia in 1944, just because communities collaborated with a Secret Police society, and turned over the names of people who were defined as 'other' and different. He stated that we shouldn't let that be the case now. We shouldn't be reactive to pressures; we should be proactive to justice. We should also do what is right. He compared what happened in Minneapolis to what happened in Thessaloniki, Greece, in the past. Something like that must not happen in a community that is as diverse, tight-knit and devout as Newburgh. He applauded the council's effort and said he didn't need to implore the council's justice, because he knows the council holds it.

Tracy Wallace, a resident in Ward 1, commented. She supported Resolution #46-2026, because people are disappearing without any notification. People are also being profiled. This resolution would mean that the police would be upholding legal laws. Wallace mentioned that housing is a human right. The residents of Varicks Homes stood before the council and voiced their concerns previously. Following that meeting, board members came and spoke to the council. The residents felt like they were being depicted in a negative way. Wallace requested that the wards come together, because when residents see their ward reps come together, it means more support for residents. She also asked where the AG's support for rental reimbursement was for residents not having heat for months.

Mayor Harvey requested that Chief Rola articulate why he proposed use of the Clearview AI program in the police department.

Chief Rola said he appreciated the community's opinions, and he is not here to change anyone's opinions. A lot of what was said about AI, in general, was accurate. Clearview AI has been tested by the National Institute of Standards and Technology (NIST), and it has a 99.9 percent accuracy rating across all demographics. It's not something that goes into live cameras; it looks at pre-existing photos already on the internet. For the police department, and for a serious crime or a missing person incident, saving minutes could mean saving a life. This is the type of technology he would want available if something happened to his own family member. It would allow his unit to enter a past photo, and the software would look to find a match. It doesn't mean the person is guilty; it just means the photo is a match. The police department would then decide if it would be something worth investigating. It is the same thing as if someone called in an anonymous tip. We have video and Ring cameras, but it could take six to ten investigators just to go through 24 hours of video and canvass neighborhoods to obtain certain identities. The department has internal policies, audit and control methods that occur within the Detective Division. If we could

use something like this, it could potentially save lives when minutes count.

John Gebhards submitted comments online (See attached)

Ilana Stern submitted comments online (See attached)

Norine Schmidt submitted comments online (See attached)

Christine Oleshansky submitted comments online (See attached)

This section of the meeting was closed.

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

Councilmember Martinez thanked immigrant advocacy groups for speaking tonight. She also thanked clergy members who spoke in support of the anti-ICE resolution. She supported the Channel-U Fishing program for all that it does with youth. She supports holding town halls with her ward colleagues to address housing issues. She thanked everyone who spoke about charter reform, and requested that it be added to an agenda for discussion. She thanked people for voicing their concerns about Clearview AI. Martinez said, "No war in Iran, Hands off Latin America, and Stop US intervention." The only difference between an undocumented immigrant and a US citizen is luck. People have always spoken about immigrants in a transactional manner, but immigrants deserve dignity and respect simply because they are human. She will always stand, unapologetically, and in solidarity with our immigrant community. She has spent almost every weekend this year at protests for the abolishment of ICE. Martinez stated that those who voted for the ICE facility in Chester, and those who cheer on the violence, as well as those who have the privilege to speak up but remain silent, are all complicit. For her, her family and neighbors, this is about life and death. She mentioned that her father was beaten and detained by ICE in the early 2000s. This was never about legal immigration, it was about racial profiling. She implored everyone to support the *New York For All* and *MELT* Acts, at the State level, to abolish ICE.

Councilmember McLymore thanked everyone for speaking this evening. He stated that the Channel-U Fishing program was started by Rufus Monk. The recreation department and Mr. Monk should work it out for our children. The program provides expertise, knowledge and instruction for children, and it also helps families bond. The council should also come together to make sure it's successful, and so it doesn't morph into something negative, such as the city

trying to take away the program. When it comes to Warden Heights, he wanted to know the current status of the violations, including how many violations were issued, how many are in the process of repairs, and how many have completed repairs.? McLymore said he would address the parking problems at Soul Savings Station, and he intended to send the letter to the Transportation Advisory Committee. He stated that he had already spoken with Orange County Legislator Hill about it. McLymore didn't want anyone to think our police department is working with ICE, and he supported the anti-ICE resolution, which outlines that the police department can't work with ICE. He said he hears the community and understands the vulnerabilities that exist in the city. There are other undocumented people here also, and he said his grandmother was an undocumented person before she passed away. The sentiment that we don't participate with ICE at all still resonates with him personally.

Councilmember Monteverde thanked everyone for speaking in support of the anti-ICE resolution and Clearview AI. We want to be able to protect our community, and we don't want our neighbors to live in fear. She supported the anti-ICE resolution, but she opposed the Clearview AI resolution. She understood the use of software as a powerful investigative tool, but it raised concerns about mass surveillance. She believed it was a liability risk. Monteverde said she supported more discussion about the creation of a charter review commission.

Councilmember Stewart has had a real concern about the fishing program ever since Mr. Monk came before the council and spoke on February 9th. She understood that things take time, yet she believed that some things could be fast tracked. She wanted to discuss what a process to fast track issues would look like, because it can take a long time for people to get resolutions on their issues. Some issues should be able to be handled in an expedient fashion. She was also concerned that Mr. Monk said he hadn't been paid for his time and services. She said she would request an investigation into what happened with the program. She wanted to know where the monies allocated for the program went, and how they were spent. There is no way Mr. Monk volunteered his time and services to our community and did not get compensated for it. Stewart said she's talked about a potential town hall for Ward 1 and Ward 3, which would bring Bourne and Kenneys residents together to have a conversation and discuss their options for a cooperative. Residents would also have an opportunity to talk about the Attorney General's lawsuit, and most importantly, residents would be able to talk to each other. She and her colleagues would finalize a date for the town hall, and said it would be sometime during the Week of March 23rd. Stewart said ICE is a cancer that we are not going to help spread here. She had issues with Clearview AI, especially with the storage and the data. What happens when an organization gets to tap into those things? She said she is always concerned with data, on the backend, and how people get to use our information. She encouraged people to stay for the resolutions, because this is where the movement happens and information is passed on. This is also how the residents get to hold the council accountable.

Councilmember Zorrilla congratulated four new businesses that had their grand openings this weekend. He thanked them for investing in Newburgh and taking a risk. Small business is what carries our community forward. In addition to the Human Rights Commission, the IDA is seeking volunteers, and March 20th is the deadline to apply. He understood what it's like to start a program that focuses on youth. He also understood the city's commitment to the new pool and the operational nightmare it is for a small team to manage. We need to find ways to support the fishing program though, and Monk has his support, because it makes a huge impact on the community. Zorrilla thanked all the community organizations that are stepping up to educate the community on their rights. Fear is something that spreads, and education and community are the only things that are going to fight fear to help us build something better together. He is also concerned about ClearView AI. We have a great police department, and we shouldn't conflate ICE and our local police department. He also didn't want to support a company that contracts with ICE and one that contributes toward creating a surveillance state in America. Other cities have said no to it too. It is time to come together and find places to discuss matters outside this room, because three minutes is not enough time. He is also open to charter review.

Mayor Harvey commented. He stated, that the council, as the legislative body, could extend council comments to an extra two minutes if that's something they want to look at in the future. He thanked everyone for coming out. He also thanked Mr. Monk for speaking up about the changes that are being made to his program. He said no one should be changing anything about the program on their own, and Mr. Monk should be at the table during those conversations. Harvey said there is no way Monk should've gone without being compensated either. He mentioned that charter revision in the City of Newburgh was done in 2011. He wasn't on the council then, but he believed it was a great thing to do. If we are going to go with an open process though, it needs to be done by petition and then a referendum vote, so the council can choose residents for the commission. He doesn't want anyone to say the council is being corrupt or that the mayor is stacking the deck with certain members. Harvey said no one wants to feel rushed when making significant decisions. He also said we are a nation of immigrants, especially African-Americans. We are not native to this land, unless someone was indigenous; and we know how African-Americans were brought to this country. Immigrants are humans, they are not aliens. Let's stop calling them 'aliens'. He supported the resolution that refrained from using city resources to assist ICE.

This section of the meeting was closed.

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

6. Resolution No. 42 - 2026 - Hach WIMS Software

Resolution authorizing the City Manager to execute an agreement with Aquatics Informatics Inc. for industrial wastewater data management software and related services for the City of Newburgh Wastewater Treatment Plant

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con Aquatics Informatics Inc. para el software de gestión de datos de aguas residuales industriales y servicios relacionados para la Planta de Tratamiento de Aguas Residuales de la Ciudad de Newburgh

Councilmember Zorrilla moved, and Councilmember Martínez seconded the motion.

Ayes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Adopted

7. Resolution No. 43 - 2026 -2026 Non-Bargaining Unit Update

Resolution amending and restating the Salary and Benefit Plan for Non-Bargaining Unit Employees

Resolución que enmienda y reformula el Plan de Salarios y Beneficios para los empleados de la Unidad No-Negociante

Councilmember McLymore moved, and Councilmember Zorrilla seconded the motion.

Ayes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Adopted

8. Resolution No. 44 - 2026 - ClearView AI Subscription

Resolution authorizing the City Manager to execute a contract with Clearview AI, Inc. for facial recognition search software and related services for the Police Department and a cost of \$17,100.00 for a one-year term

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato

con Clearview AI, Inc. para software de búsqueda con reconocimiento facial y servicios relacionados para el Departamento de Policía, por un costo de \$17,100.00 por un período de un año

Councilmember McLymore recommended that the police department explore other programs to assist with their investigations. He didn't want the community to feel as though the program was designed to attack them.

Councilmember Martinez thanked McLymore for suggesting that the police department explore other options. In general, she is against AI because it harms our environment. Her issue was not with Chief Rola; she had an issue with a company that has a history of privacy violations. We also don't have jurisdiction over Clearview, and if they were to turn over data, we wouldn't be able to do anything about it. She wanted to thoroughly check all of our third-party contracts, and eliminate any companies that work with ICE.

Councilmember Zorrilla commented. As a child of immigrants, many of his own family members are scared, even the ones who are documented. He agreed with Martinez that it's not about our local police department, it's about what these tools are being used for, outside our jurisdiction. We have a majority immigrant community here, and they pay their hard-earned taxpaying dollars to this community. He didn't believe that taxpayer funds should have to be used to support technology that, outside of Newburgh, is being used to target our family, friends and community. He is open to exploring other options for use in the police department.

Mayor Harvey thanked everyone for speaking up. He didn't look at it the way that his constituents did when it was presented at Thursday's work session. The public had helped him understand the sentiment, and he said the timing is off, especially as we see what is going on with immigration enforcement around the country. Even people who are documented feel afraid. He's met with families of people who have been victims of immigration enforcement, and has had to advocate and work with State and Federal Partners on their behalf. It's a scary time and the optics of it are off right now. It's not to criticize the integrity of our police department and the investigative units within the department; it's the timing of it and the hearing of the concerns from our residents.

Councilmember Monteverde moved, and Councilmember Zorrilla seconded the motion.

Noes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Defeated

9. Resolution No. 45 - 2026 - Police K9 Retirement and Surplus for \$1

Resolution authorizing the sale of a police dog to Police Officer Bret Layne

Resolución que autoriza la venta de un perro policía al Oficial de Policía
Bret Layne

Councilmember Zorrilla moved, and Councilmember McLymore seconded the motion.

Ayes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Adopted

10. Resolution No. 46 - 2026 - Reaffirming the City of Newburgh as a Fair and Welcoming City

Resolution prohibiting the use of City of Newburgh personnel and resources for civil immigration enforcement & reaffirming the City of Newburgh as a fair and welcoming city

Resolución que prohíbe el uso del personal y los recursos de la Ciudad de Newburgh para la aplicación de la inmigración civil y reafirma a la Ciudad de Newburgh como una ciudad justa y acogedora

Councilmember Martinez moved, and Councilmember Monteverde seconded the motion.

Ayes-Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Adopted

11. Resolution No. 47 - 2026 - Payment of Claim with GEICO General Insurance Company a/s/o Arturo Castaneda, Jr.

A resolution authorizing the City Manager to execute a payment of claim with GEICO General Insurance Company a/s/o Arturo Castaneda, Jr. in the amount of \$3,800.97

Resolución que autoriza al Gerente de la Ciudad a ejecutar el pago de una reclamación con GEICO General Insurance Company a/s/o Arturo Castaneda, Jr. por un monto de \$3,800.97

Councilmember McLymore moved, and Councilmember Martinez seconded the motion.

Ayes- Martinez, McLymore, Monteverde, Stewart, Zorrilla, Harvey-6

Adopted

Old Business: / Asuntos Pendientes

Mayor Harvey requested discussion about charter review.

Councilmember Monteverde requested discussion about placing a four-way stop sign at the intersection of S. William Street and S. Lander Street.

Councilmember Stewart requested a report and full investigation into the fishing program at Masterson's Park. She also requested an update on the status of Warden Heights, and where it stemmed from initially. She had asked for this information previously and hadn't received it yet.

Mayor Harvey requested an update on the Kenney Apartments. He also requested an update on the Crystal Lake discussion.

Councilmember Martinez requested a review of the towing fees. She said she had requested it before and hadn't received the information yet. Also, she requested an update on the standardized garbage cans.

Councilmember Zorrilla requested that we find a cost-effective way to stream or zoom our city board meetings, for transparency and accountability. He also wanted to look forward and discuss how the council would support the fishing program, because summer is coming. He requested the status of the Urban Forest Management Plan, in which we received the grant previously. Zorrilla mentioned the tree permit process. He wanted to outline a clear process that incorporates the CAC and the existing tree list, because we are a tree city.

Councilmember McLymore wanted to discuss the building location for Hook Elite Boxing Club. He also wanted to discuss the transition for when the city manager leaves. He wants to have a discussion about it being an open process.

Mayor Harvey commented that there may be individuals who would be qualified to step in as the interim city manager.

Deputy City Manager Michael Neppi said the standardized garbage cans are an item on the council's legislative priority list. The council could have the discussion at any point, preferably during the council budget process, because there is an associated cost involved with it. The council can determine and vote on it if they want to make it a city priority, then we could identify the funding for it and make any changes to the code, if needed, to effectuate it.

There was no other old business to discuss.

New Business: / Nuevos Negocios

Councilmember Monteverde wanted to know the status of Newburgh Illuminated and the RFP for it.

Councilmember Stewart wished to discuss what criteria would look like for fast tracking some of the issues brought forth by residents.

Councilmember McLymore inquired about the status of Newburgh Illuminated. He also wanted to have a discussion about the potholes. He knows that DPW is working tirelessly, but people are destroying their vehicles on the roads too.

Mayor Harvey said he probably gets the most calls and emails, as the mayor, about potholes. He had received an overwhelming number of complaints about them lately. He said he called Commissioner Morris, who informed him that they would begin filling some of the potholes this week. He thanked the public for its patience. The council has budgeted for milling and paving every year for the last ten years, and they plan to do it again when they have funds in the budget for this fiscal year. He pointed out that the City of Newburgh is not the only city with potholes though. There are potholes in the towns of Newburgh, New Windsor and Cornwall. We've had an incredibly rough winter. He also welcomed our new DPW Superintendent Chad Wade to the team.

Councilmember Zorrilla inquired about the event permit process. Personally, he received approval the day before the event, but we have to consider the time it takes to advertise and promote events. People are trying to invest and bring the community together. In his experience, permits do get processed, but he would like an open conversation to see how we can use technology to improve the process and to prevent getting approvals the day before an event. He also mentioned a grant opportunity entitled *New York Plays*, to invest in playgrounds. Many of the playgrounds in Newburgh need work. He pointed out that the application deadline is in June, and felt like Newburgh would be a great fit for this opportunity.

Councilmember Martinez requested discussion about parking at the churches. She received notifications from attendees of Ebenezer Baptist Church, as well as attendees from Councilmember McLymore's church. Also, she wished to discuss installation of speed meters on Dubois Street and South Street near Downing Park. She had received numerous complaints from constituents. She knew we couldn't install speed bumps to allow for unhindered access to emergency vehicles, but she would like to explore other options.

Mayor Harvey said he's received calls about young people blocking the roadway near the parking lot at the waterfront. It is private property, and there is new construction going on. He requested that the executive team and developers talk about that new development at the waterfront. Roughly one hundred-seventy market-rate apartments with major commercial businesses will go on this new development. Harvey would like the executive team to articulate to the council whether any requests for a PILOT exist. He also requested an update on the status of other housing projects.

Mike Neppl stated that very soon there would be no one here to say it, but reminded the council that every year it adopts a budget. The budget sets the work

plan for the staff to navigate, make adjustments and prioritize things along the way, and as the council sees fit. New work has to be streamed into the existing work plan. Some things require extended planning, and those plans have been implemented and are moving along. Any of these new business items that are beyond informational requests, will have to be integrated into the work plan, and then the executive team will see in what order they can get done. The new person can work with the council to adjust the priorities. On the development side of the conversation, as the chair of the IDA, he thanked the council for entrusting him with responsibility in 2024. We've moved away from political appointees to professional appointees. The IDA had its most productive year, with \$188M in new investment. The IDA has not received a PILOT application for the waterfront project mentioned. Once the IDA acts on a PILOT request, it is largely up to the developer to secure the financing and building permits to be able to stick to a timeline the developer can work within. The IDA has retained the ability to issue PILOTS for commercial and industrial uses. Where there are mixed-use projects, the IDA would take the commercial piece of it, and the residential piece would go to the city council. Updates on specific projects should be directed to the developer. The executive team can work with the developer to have them come in and do a presentation for the council.

There was no other new business to discuss.

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Martinez said she might be interested in exploring the five-minute cap for council comments, because three minutes is not enough time to respond to peoples' comments. She thanked everyone for coming together and showing up for their neighbors. Empathy doesn't take much, and it's not radical to imagine a world without ICE. If you were born after March 2003, then you are older than ICE. She stated the council would continue to work together despite any disagreements they may have on specific legislation or ideas. Martinez has immense respect for her colleagues and looks forward to continuing the work together.

Councilmember McLymore said he is grateful that everyone has voiced their concerns, because it holds the council accountable. It also shows where peoples' hearts are. He and his team were at Lake Street Apartments and Kenneys Apartments, and they heard residents' concerns about both complexes. He would like to get an update, and doesn't want people to continue living in deplorable conditions. Let's try to move forward and resolve the issue. He implored everyone to have a safe night, because the weather is getting warmer. We are a welcoming city, so let's make sure we are loving each other and pushing each other toward success.

Councilmember Monteverde did not comment at this time.

Councilmember Stewart thanked everyone for staying and hearing the resolutions. She acknowledged publicly, that one of our firefighters, Firefighter Mullins, was in a tragic car accident months ago. She wished him a speedy recovery, and she would like to send him a care package, because she didn't realize we didn't do that as a city. Stewart completed her first of the *Take Back Your Power* series, in which people came out and learned a lot. It is extremely important for us to know what is going on in the city. She stated she has an agenda, and that is to make sure all of us get the information we may not have received otherwise. The series was well attended, and the next session will be in April. When we talk about accountability, the resolutions are where you get to go back and see how a person voted. This is why she urged everybody to stay for the resolutions. After the meeting, she wanted to be able to speak with Chief Rola and some of the family members of a person who was murdered years back. She didn't want it to turn into a Cold Case without updating the family who was present in the room tonight.

Councilmember Zorrilla commented. He valued the democratic process, although he knows that government never moves fast. He was honored to see that we have community members that show up and share what's in their hearts, and who reach out to the council and demand better of them. We are living in scary times, and sometimes it is easy to get influenced by fear. He stated he wouldn't let fear be his driver though, as he does the hard work it takes to sit behind the table and do the job well. Zorrilla said it is going to take all of us to bend the future towards justice. He encouraged everyone to continue to reach out to the council, because listening to residents' perspectives helps shape the council's decisions. There are hundreds of pages of materials to digest in seventy-two hours, in order to be able to make a good decision. He provided his city cell number for anyone who wanted to reach out to him directly.

Mayor Harvey thanked everyone for speaking up tonight, and for challenging the council and making them uncomfortable at times. He quoted Reverend Dr. Martin Luther King, Jr. and said, "The measure of leaders...is in times of controversy and challenges." We are living through challenging times in America right now. The community's voice has created a safe haven in our four square miles of the city. While the council won't see everything from the same perspective, it is the community's voice that challenges them to go beyond the Status Quo. He reminded everyone to tell people that humans are not aliens. Immigrants are not 'illegal aliens', they are undocumented human beings. Harvey thanked Lara Garica and Wendy Mejia for their continuous advocacy in assisting people who are both documented and undocumented. He pointed out that March is Women's History Month. He shouted out all the women who stand up and speak out, and who make a difference in our community. The women in his life, including his late mother, wife, daughter and sisters, have made significant impacts on him as a human being. Harvey said we would continue to fight to make the city a greater democracy, and urged the community to keep challenging and pushing the council.

This section of the meeting was closed.

Adjournment / Aplazamiento:

There being no further business to come before the council, the meeting adjourned at 9:38 PM.

Submitted,
KATRINA COTTEN
CITY CLERK



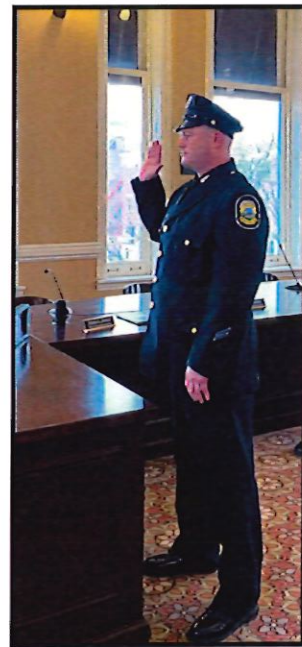
City Manager's Update

Newburgh City Council Meeting

Monday, March 9, 2026

COMMUNITY UPDATE

Promotional Ceremony – Sergeant Nesbitt & Detective Layne



Sergeant Nesbitt, Chief Rola and Detective Layne at the Promotional Ceremony



RECREATION DEPARTMENT UPDATE

Seasonal Employment Opportunities

WE'RE HIRING!
Apply now!

**Delano Hitch
Aquatic Center
Seasonal Employment**

Apply Online or In Person

Positions Open:

- POOL DIRECTOR • ASSISTANT POOL DIRECTOR
- LIFEGUARDS • WATER SAFTER INSTRUCTOR

WE'RE HIRING!
Apply now!

**Recreation Department
Seasonal Employment**

Apply Online or In Person

Positions Open:

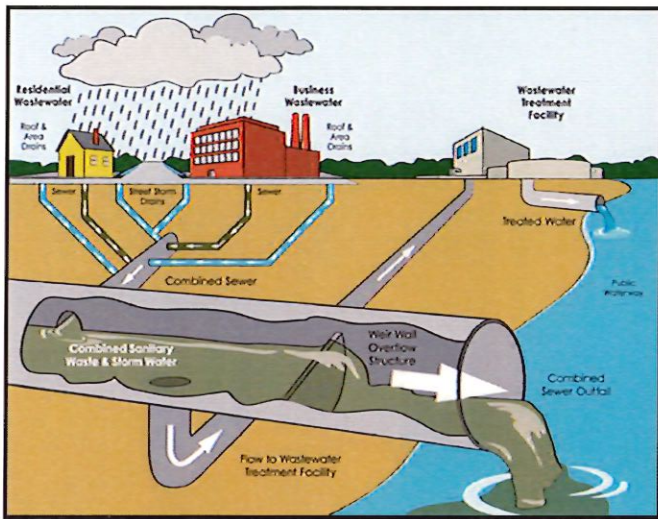
- Summer Camp Director • Summer Camp Counselor
- Assistant Summer Camp Director • Recreation Laborer
- Summer Camp First Aid Attendant • Recreation Attendant

*See a position that interests you? **Apply Today!***



DEPARTMENT OF ENGINEERING UPDATE

Semi-Annual Status Report for the Long Term CSO Control Plan
Submitted



How the Combined Sewer Systems Works



CITY OF NEWBURGH
ENGINEERING DEPARTMENT
83 Broadway, Newburgh, New York 12550
(845) 569-7447 • www.cityofnewburgh.ny.gov



James Morris, P.E.
Commissioner of Public
Works & City Engineer

Taki Vinning
City Manager/CEO

March 1, 2026

Bureau of Water Permits, Permit South Section
Division of Water NYSDEC
625 Broadway, 4th Floor
Albany, New York, 12233-3506

Regional Water Engineer
Division of Water
New York State Department of Environmental Conservation, Region 3
220 White Plains Road, Suite 110
Tarrytown, New York, 10591

Regional Attorney
Office of General Counsel
New York State Department of Environmental Conservation, Region 3
21 South Platt Corners Road
New Paltz, New York, 12561

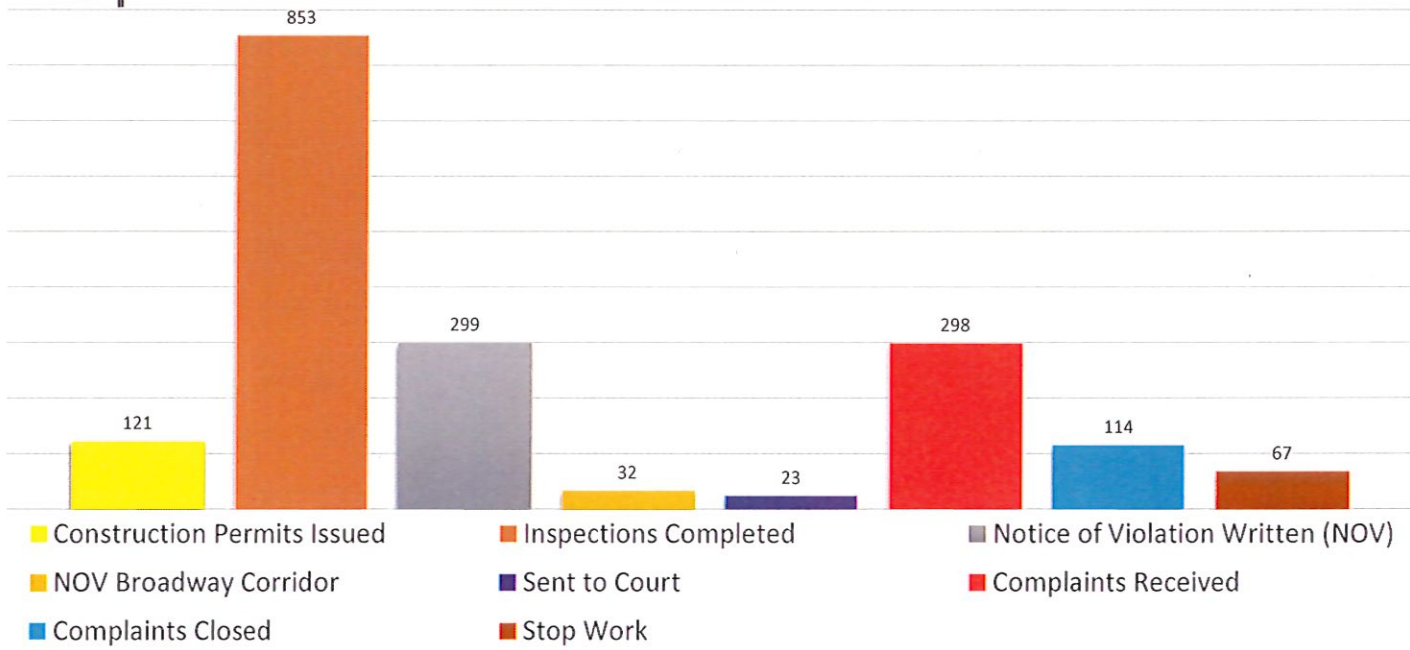
Re: Case No. R3-20110107-17
Semi-Annual Status Report (Reporting Period 7/1/25 to 12/31/25); Due by 3/1/26
Semi-Annual Status Meeting Request (March or April 2026)

Top of the cover page submitted to NYS



CODE COMPLIANCE UPDATE

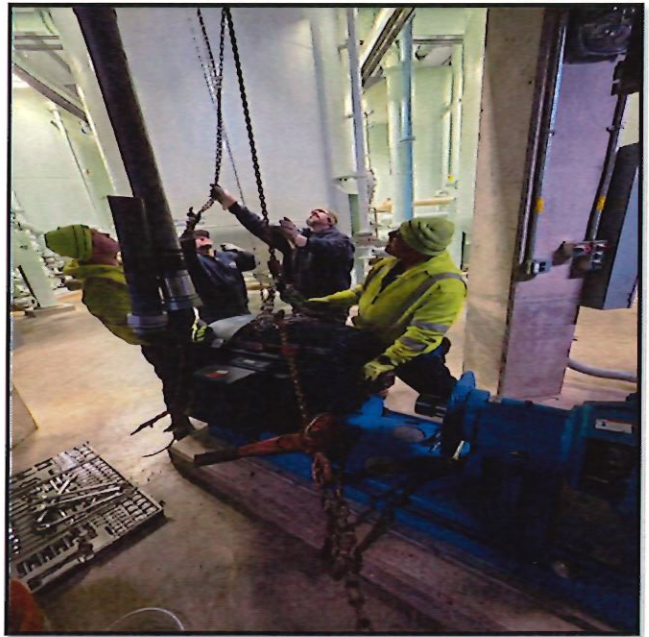
Month of February 2026





WATER DEPARTMENT UPDATE

Filtration Division



Water Department Staff Completing Repairs to the Water Pump



WATER DEPARTMENT UPDATE

Distribution Division



Water Department Staff Completing Repairs Across the City

COMMUNITY UPDATE

Call for 2026 Human Rights Hero Nominations

**CITY OF NEWBURGH
HUMAN RIGHTS COMMISSION**



**CALL FOR
NOMINATIONS
2026 HUMAN RIGHTS HERO**

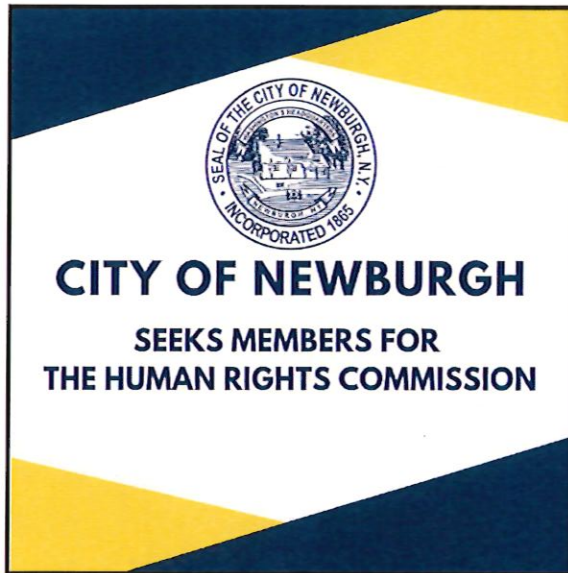
This annual honor celebrates individuals who champion equality, justice, and human rights in our community

Selected nominees will be recognized on Human Rights Day, December 10, 2026

Deadline for online submission:
May 29, 2026

SCAN ME





**BOARD & COMMISSION
VACANCIES REMINDER**

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

***City of Newburgh residency is a
requirement to join***



CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

City of Newburgh Recreation Department

Meeting with Channel-U Fishing

Friday, March 6, 2026 @ 12:00 PM

Format of Program in Previous Years:

When: April – September; every Saturday from 12:00 PM – 3:00 PM;

Roughly 20-30 weeks

Where: Washington Lake / Masterson Park

Price: Resident - \$30; Non-Resident - \$40; registration through RecDesk

What the Recreation Dept. provided:

- Location without reservation/permit each Saturday
- Fishing equipment such as: fishing poles, life jackets, bait, hooks, bobbers, etc...
- Food items such as: burgers, hot dogs, buns, snacks, cooking supplies/trays, grills, propane, etc...
- Porta-potties and hand washing station
- T-shirts and hats with Channel – U and City of Newburgh Rec logos

What Channel-U provided:

- Expertise, Knowledge, and Instruction in fishing
- Water for participants
- Donations from councilmembers such as food items, such as food, buns, water
- Some fishing equipment and bait
- Speaker

Proposed Format for 2026:

Same location

Same price (open to discussion)

When: (NEW) 2 six-week programs; Saturdays; 12:00 PM – 2:00 PM

- April 11 – May 16 (6 weeks)
- September 5 – October 10 (6 weeks)
 - o Total 12 weeks in a year

- No food – budget restrictions (unless Channel-U provides)
 - o Focus on fishing

Open Discussion – Feedback – Notes

RECEIVED

MAR 9 REC'D

Cotten, Katrina

CITY CLERK

From: John Gebhards <gebhards@outlook.com>
Sent: Saturday, March 7, 2026 10:06 AM
To: Comments
Subject: Resolution Prohibiting the use of City of Newburgh Personnal and Resources for Civil Immigration Enforcement

Please pass the Resolution Prohibiting the use of City of Newburgh Personnal and Resources for Civil Immigration Enforcement + Reaffirming the City as a Fair and Welcoming City.
John

Cotten, Katrina

From: ilana stern <navahjoe@gmail.com>
Sent: Monday, March 9, 2026 1:57 PM
To: Comments
Subject: SUPPORT for Resolution Prohibiting the use of City personnel & resources for Civil Immigration Enforcement

Follow Up Flag: Follow up
Flag Status: Flagged

RECEIVED

MAR 9 REC'D

CITY CLERK

Hi -

I cannot attend the city council meeting this evening, but as a city resident residing at 283 Powell Ave, I want to send a note expressing my *strong support* for the Resolution that Prohibits the use of City of Newburgh Personnel & Resources for Civil Immigration Enforcement. I am also in *strong support* of **Reaffirming** the City as a Fair & Welcoming City to all walks of life. Please do not align our City with an administration showing their contempt for our neighbors, brothers, and sisters.

*ilana stern | 917 446 8899

Cotten, Katrina

From: Norine Schmidt <norischmidt@gmail.com>
Sent: Monday, March 9, 2026 3:37 PM
To: Comments
Subject: PUBLIC COMMENT ITEM

RECEIVED

MAR 9 REC'D

CITY CLERK

Hello,

I'm a resident of Ward 4 and would like to add my support to having an item added to the agenda of the next Work Session to discuss establishing a Charter Review Commission. I understand from the last meeting that one was convened about fifteen years ago which led to some changes to the Charter. To me it seems like its wise to to convene another as a review of how the past commission changes are working and to see if there might be anything else that needs to be addressed in the Charter considering what has happened over the past 15 years. Routine independent review seems like a smart way to keep building on the foundation of Newburgh city government.

Thank you,

Norine Schmidt

Cotten, Katrina

From: Christine Caruana <christinemariocaruana@gmail.com>
Sent: Monday, March 9, 2026 3:48 PM
To: Comments
Subject: Please Pass Resolution to Prohibit Use of City Resources for ICE Operations

RECEIVED

Hello,

MAR 9 REC'D

CITY CLERK

My name is Christine Oleshansky and I am a resident of the town of Newburgh.

I am writing to support the Resolution Prohibiting the Use of City of Newburgh Personnel and Resources for Civil Immigration Enforcement + Reaffirming the City of Newburgh as a Fair and Welcoming City. I understand that this resolution will be on the agenda for discussion and voting at the City Council meeting tonight. I can not attend unfortunately. I'd like to ask the Council to support this resolution.

Thank you for your time and consideration.

Warmly,
Christine Oleshansky

RESOLUTION NO.: 42 - 2026

OF

MARCH 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH AQUATICS INFORMATICS INC.
FOR INDUSTRIAL WASTEWATER DATA MANAGEMENT SOFTWARE
AND RELATED SERVICES
FOR THE CITY OF NEWBURGH WASTEWATER TREATMENT PLANT

WHEREAS, Aquatics Informatics Inc. offers a water management information system through its Hach WIMS software platform that automates various types of water data more efficiently and effectively; and

WHEREAS, the City of Newburgh has received a proposal for software subscription reporting and related services to manage the industrial pretreatment program at the Wastewater Treatment Plant; and


WHEREAS, the one-time start-up cost for the software, services, equipment and training is \$21,226.40 with recurring annual fees of \$1,320.00 and such funding shall be derived from G.1440.0448.0001; and

WHEREAS, the City Council finds that entering into such a contract with Aquatics Informatics Inc. for the subscription-based industrial wastewater data management software and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Aquatics Informatics Inc., as annexed hereto, to provide Hach WIMS industrial wastewater management software and related services to the City of Newburgh Wastewater Treatment Plant.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Mar. 9, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of Mar 20, 26


City Clerk

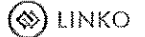
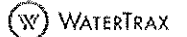
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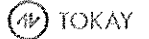
AQUATIC Informatics



WIMS Platform



WIMS Premier



Quote 00023049

Details:

Created On: 22 Jul 2025
Expires On: 30 Jan 2026

Prepared For:

Chad Wade
cwade@cityofnewburgh-ny.gov

City of Newburgh, Engineering Department
83 Broadway
Newburgh, NY 12550

Submitted By:

Teri Merrifield
Senior Account Executive
teri.merrifield@aquaticinformatics.com

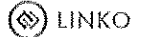
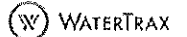
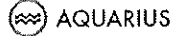
Bryan Sharpnack
Senior Technical Sales Engineer
bryan.sharpnack@aquaticinformatics.com



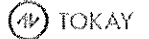
AQUATIC Informatics



WIMS Platform



WIMS Premier



Quote Summary:

WIMS for Newburg IPP. The WIMS Services hours listed below detail the projects specific needs. The hours and SOW has been approved by Professional Services.

Product	Sales Price	Term	Qty	Total Price
WIMS-CLASSIC-OP WIMS Classic (Operation-Based) <i>WIMS Classic software subscription for contract or private water systems for a water or wastewater treatment project or operation. Subscription includes WIMS Classic with unlimited users and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is per project/operation.</i>	\$1,320.00	12mos	1.0	\$1,320.00
DM_WIMS-SERVICES WIMS Services <i>Remote Hourly services for development of 4 industries and development of the following reports:</i> <i>Unitex</i> <i>Newburgh Water Outfall</i> <i>Miller</i> <i>Newburgh Metals</i> <i>CNBAAnnualPPRreport2022_2023</i> <i>Industrial Permit Renewal Application</i>	\$265.33	12mos	80.0	\$21,226.40
AA-WIMS Aquatic Academy User Subscription - WIMS Classic <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for WIMS software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i>	\$0.00	12mos	10.0	\$0.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD

Professional Services (One-Time Service Fees): \$21,226.40 USD

Recurring Annual Fees (SaaS & SMA): \$1,320.00 USD

GRAND TOTAL: \$22,546.40 USD

All prices are quoted exclusive of taxes.



AQUATIC Informatics



WIMS Platform



WIMS Rio



WIMS Premier



AQUARIUS



WATERTRAX



LINKO



TOKAY

Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to teri.merrifield@aquaticinformatics.com and please reference quote **00023049**.

Teri Merrifield
teri.merrifield@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- SaaS: Services Offering and Service Level Agreement
<https://aquaticinformatics.com/saas-service-offering/>
- On-Premise: Software License Agreement
<https://aquaticinformatics.com/on-premise-software/>

Exceptions:

- WIMS Online: WIMS Online Services Offering and Service Level Agreement
<https://aquaticinformatics.com/wims-online-saas/>
- WIMS On-Premise: WIMS On-Premise Software License Agreement
<https://aquaticinformatics.com/wims-on-premise/>



AQUATIC Informatics



WIMS Platform



WIMS Rio



WIMS Premier



AQUARIUS



WATERTRAX



LINKO



TOKAY

Electronic Acceptance

Expiration Date: Must be signed by 30 Jan 2026

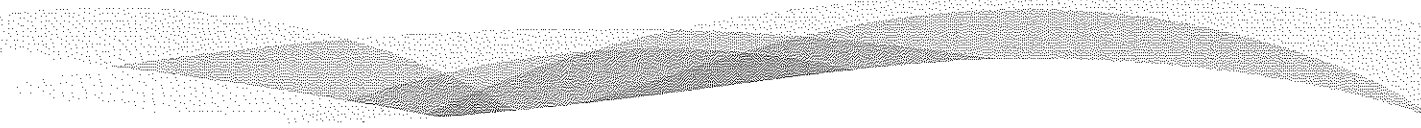
Subscriber: Entech Engineering	
Subscriber Signature:	Per:
	Name:
	Title:
	Date:
Subscriber Details:	Phone:
	Email:
	City of Newburgh, Engineering Department 83 Broadway Newburgh, NY 12550 United States

Provider: Aquatic Informatics	
Provider Signature:	Per:
	Name:
	Title:
	Date:



Terms & Conditions of Sales

Effective February 11, 2025



PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics ("Provider") or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof ("Subscriber"). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider's software, goods and or serviceeats ("Service Offering/Work").

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider's offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents



acknowledgement of Subscriber's order by Provider; or (iii) commencement of any performance by Provider pursuant to Subscriber's order. Provisions contained in Subscriber's purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

1. Fees and Payment.

1. Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month.

1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber's responsibility to ensure that project schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are non-cancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work.



- a) you remain responsible for all fees and charges you have incurred through the date of suspension;
- b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and
- c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. Unless defined in your SOW, the Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. If not stated in the quote the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Term"). If not stated in the quote the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

- a) Either party may terminate the Service Offering Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.



c) Termination as set forth in Section 3.

If the Services Offering Agreement subscription is terminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3.2. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under immediately terminate;

(ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;

(iii) you will immediately return or, if instructed by us, destroy all Confidential Information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any data submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;



(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. Proprietary Rights and Confidentiality.

4.1 Ownership.

a) "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider has exclusive



4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent. Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.



Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.

5.2 Upon consent by Provider, this Service Offering Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

Provider warrants that the Service Offering/Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Service Offering/Work purchased. Provider warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Provider shall become the property of Provider. All other guarantees, warranties,



Warranty is at Provider's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Provider is willing to provide such replacement, credit or refund.

8. Indemnification.

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct, or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent cause by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privity with them, and Subscriber agrees to so defend and indemnify Provider.

9. Patent Protection.

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Service Offering/Work that Provider sells to Subscriber for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by Subscriber in defense of such suit if Provider does not undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Provider are also involved. Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs



any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

10. Software and Data.

All licenses to Provider's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the installation or use of all such Service Offerings/Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder. Subscriber will not sell, transfer, export or re-export any Provider Service Offering/Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber will comply with all local, national, and other laws of all jurisdictions



payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Subscriber or for Provider, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. [See Integrity and compliance | Veralto for a copy of the Code and for access to our Helpline portal.](#)

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Provider by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof.

13. Non-Assignment and Waiver.

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.



and/or employees (individually, a “Provider Indemnified Party” and collectively, the “Provider Indemnified Parties”) will not be liable to Subscriber under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Subscriber’s customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider’s obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. Applicable Law and Dispute Resolution.

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Province of British Columbia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Service Offering Agreement violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Provider and Subscriber, any dispute relating to this Service Offering agreement which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the Province of British Columbia, if Subscriber has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Subscriber has minimum contacts with Canada, but not British Columbia, (iii) in the State of New York if Subscriber does not have minimum contacts with Canada.

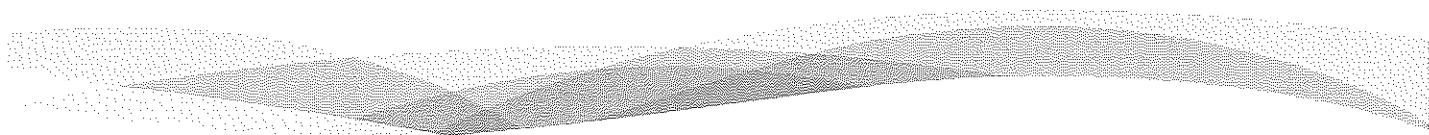
16. Funds Transfers.

Subscriber and Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider’s accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period



17. Entire Agreement & Modification.

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider's acceptance of Subscriber's order for the described Service Offering/Work.



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Veralto Water Quality



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RESOLUTION NO.: 43 -2026

OF

MARCH 9, 2026

A RESOLUTION AMENDING AND RESTATING THE SALARY AND BENEFIT PLAN
FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 124-2022, Resolution No. 241-2023, Resolution No. 272-2024 and Resolution No. 253-2025, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

- (a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

- (b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

- (a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.
- (b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.
- (c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

- (a) All employees shall receive 15 sick days per year.
- (b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.
- (c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.
- (d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.
- (e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and fourth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild, and also will include a grandparent, parent or a person who stood *in loco parentis*, to the employee whether the employee was a child. *In loco parentis*, as the term is used in the Family and Medical Leave Act, means a relationship in which a person, who may or may not have had a legal or biological relationship to the employee, assumed or discharged the obligations of a parent to the employee when the employee was a child. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

- (a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.
- (b) Health Insurance Waiver -- an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.
- (c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.
- (d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.
- (e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26
5 years of employment	1,825	1,825	2,275	2,425	2,575
10 years of employment	2,475	2,475	2,925	3,075	3,225
15 years of employment	2,825	2,825	3,275	3,425	3,575
18 years of employment	3,175	3,175	3,625	3,775	3,925
20 years of employment	3,300	3,300	3,750	3,900	4,050

Effective January 1, 2024, longevity payment is eliminated for employees holding titles in grades 7-9.

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective the first day of the first payroll period following January 1st of each year (2023, 2024, 2025, 2026), the salary rates and steps of each position shall be paid in accordance with schedule B attached. All employees covered by this Resolution will receive retroactive payments for the full year of 2023.

Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

- (a) the following are to be classed as Department Heads under this resolution:

City Manager, Deputy City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Director of Information Technology, City Engineer and Civil Service Administrator.

- (b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff, Administrative Assistant to the City Manager and Crime Analyst.

- (c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 9, 2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of MAR 20 20

Katrina Cotten
City Clerk

SCHEDULE A

<p><u>Grade 1</u> N/A</p>	<p><u>Grade 6</u> City Assessor City Clerk/Registrar City Collector Civil Service Administrator Code Compliance Supervisor Director of Information Technology Human Resources Director Recreation Director</p>
<p><u>Grade 2</u> N/A</p>	
<p><u>Grade 3</u> Business Services Coordinator Deputy City Clerk Junior Accountant Grants Coordinator Secretary to the Corporation Counsel Secretary to the Director of Planning and Development Secretary to the Engineer Secretary to the Fire Chief Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Water Superintendent</p>	<p><u>Grade 7</u> Assistant City Comptroller Assistant Corporation Counsel Chief of Staff Deputy Fire Chief Deputy Police Chief Deputy Superintendent of Public Works Deputy Superintendent of Water</p>
<p><u>Grade 4</u> Accountant Deputy City Clerk/Registrar</p>	<p><u>Grade 8</u> City Engineer Director of Planning and Development Fire Chief Police Chief Superintendent of Public Works Superintendent of Water</p>
<p><u>Grade 5</u> Administrative Assistant to City Manager Crime Analyst Grants Administrator</p>	<p><u>Grade 9</u> City Comptroller Commissioner of Public Works Corporation Counsel Police Commissioner</p>
	<p><u>Grade 10</u> Deputy City Manager City Manager**</p>

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

SCHEDULE B

City of Newburgh Non-Bargaining Salary Schedule FY2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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*Effective on the first day of the first payroll period following 1/1/2023

*NBU members to receive retro for 2023

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*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

**City of Newburgh
Non-Bargaining Salary
Schedule FY2025**

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4	\$ 75,547	\$ 77,582	\$ 79,437	\$ 81,382	\$ 83,661	\$ 86,094
5	\$ 85,241	\$ 88,525	\$ 91,807	\$ 94,968	\$ 98,251	\$100,758
6	\$ 93,995	\$ 95,911	\$ 97,886	\$ 99,802	\$101,897	\$104,937
7	\$124,692	\$127,186	\$129,730	\$132,325	\$134,971	\$138,720
8	\$150,614	\$152,947	\$155,282	\$157,617	\$162,546	\$167,475
9	\$165,839	\$169,156	\$172,539	\$175,990	\$179,509	\$182,700

*Effective on the first day of the first payroll period following 1/1/2025

*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

* Grades 1-7: 2%, Grades 8-9: 1.5%

**City of Newburgh
Non-Bargaining Salary
Schedule FY2026**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$ 40,878	\$ 44,157	\$ 47,436	\$ 51,609	\$ 54,293	\$ 57,571
2	\$ 52,802	\$ 56,021	\$ 59,062	\$ 62,245	\$ 65,531	\$ 68,904
3	\$ 65,495	\$ 67,885	\$ 69,215	\$ 71,446	\$ 73,554	\$ 76,654
4	\$ 77,058	\$ 79,134	\$ 81,026	\$ 83,010	\$ 85,335	\$ 87,816
5	\$ 86,946	\$ 90,296	\$ 93,643	\$ 96,868	\$100,216	\$102,773
6	\$ 95,875	\$ 97,829	\$ 99,844	\$101,798	\$103,935	\$107,036
7	\$139,905	\$142,703	\$145,558	\$148,468	\$151,438	\$155,643
8	\$152,873	\$155,241	\$157,611	\$159,981	\$164,984	\$169,987
9	\$168,327	\$171,693	\$175,127	\$178,629	\$182,202	\$185,441
10	\$176,743	\$179,394	\$182,084	\$184,814	\$187,586	\$190,399

*Effective on the first day of the first payroll period following 1/1/2026

*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

* Grades 1-7: 2%, Grades 8-10: 1.5%

RESOLUTION NO.: TBD -2026

OF

MARCH 9, 2026

A RESOLUTION AMENDING AND RESTATING THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 124-2022, Resolution No. 241-2023, ~~and~~ Resolution No. 272-2024, and Resolution No. 253-2025, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

- | | |
|-------------------------------|-----------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | General Election Day |
| Presidents Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday following Thanksgiving Day |
| Labor Day | Christmas Day |

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

- (a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.
- (b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.
- (c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

- (a) All employees shall receive 15 sick days per year.
- (b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.
- (c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.
- (d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.
- (e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and fourth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild, and also will include a grandparent, parent or a person who stood *in loco parentis*, to the employee whether the employee was a child. *In loco parentis*, as the term is used in the Family and Medical Leave Act, means a relationship in which a person, who may or may not have had a legal or biological relationship to the employee, assumed or discharged the obligations of a parent to the employee when the employee was a child. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

- (a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.
- (b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.
- (c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.
- (d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.
- (e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26
5 years of employment	1,825	1,825	2,275	2,425	2,575
10 years of employment	2,475	2,475	2,925	3,075	3,225
15 years of employment	2,825	2,825	3,275	3,425	3,575
18 years of employment	3,175	3,175	3,625	3,775	3,925
20 years of employment	3,300	3,300	3,750	3,900	4,050

Effective January 1, 2024, longevity payment is eliminated for employees holding titles in grades 7-9.

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective the first day of the first payroll period following January 1st of each year (2023, 2024, 2025, 2026), the salary rates and steps of each position shall be paid in accordance with schedule B attached. All employees covered by this Resolution will receive retroactive payments for the full year of 2023.

Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

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It is the intent of this Council that

- (a) the following are to be classed as Department Heads under this resolution:

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Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff, Administrative Assistant to the City Manager and Crime Analyst.

- (c) the following are to be classed Administrative/Confidential Employees under this resolution:

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It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

<p><u>Grade 1</u> N/A</p> <p><u>Grade 2</u> N/A</p> <p><u>Grade 3</u> Business Services Coordinator Deputy City Clerk Junior Accountant Grants Coordinator Secretary to the Corporation Counsel Secretary to the Director of Planning and Development Secretary to the Engineer Secretary to the Fire Chief Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Water Superintendent</p> <p><u>Grade 4</u> Accountant Deputy City Clerk/Registrar</p> <p><u>Grade 5</u> Administrative Assistant to City Manager Crime Analyst Grants Administrator</p>	<p><u>Grade 6</u> City Assessor City Clerk/Registrar City Collector Civil Service Administrator Code Compliance Supervisor Director of Information Technology Human Resources Director Recreation Director</p> <p><u>Grade 7</u> Assistant City Comptroller Assistant Corporation Counsel Chief of Staff Deputy Fire Chief Deputy Police Chief Deputy Superintendent of Public Works Deputy Superintendent of Water</p> <p><u>Grade 8</u> City Engineer Director of Planning and Development Fire Chief Police Chief Superintendent of Public Works Superintendent of Water</p> <p><u>Grade 9</u> City Comptroller Commissioner of Public Works Corporation Counsel Police Commissioner</p> <p><u>Grade 10</u> Deputy City Manager City Manager**</p>
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**City of Newburgh
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4	\$ 75,547	\$ 77,582	\$ 79,437	\$ 81,382	\$ 83,661	\$ 86,094
5	\$ 85,241	\$ 88,525	\$ 91,807	\$ 94,968	\$ 98,251	\$ 100,758
6	\$ 93,995	\$ 95,911	\$ 97,886	\$ 99,802	\$ 101,897	\$ 104,937
7	\$ 124,692	\$ 127,186	\$ 129,730	\$ 132,325	\$ 134,971	\$ 138,720
8	\$ 150,614	\$ 152,947	\$ 155,282	\$ 157,617	\$ 162,546	\$ 167,475
9	\$ 165,839	\$ 169,156	\$ 172,539	\$ 175,990	\$ 179,509	\$ 182,700

*Effective on the first day of the first payroll period following 1/1/2025

*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

* Grades 1-7: 2%, Grades 8-9: 1.5%

**City of Newburgh
Non-Bargaining Salary
Schedule FY2026**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$ 40,878	\$ 44,157	\$ 47,436	\$ 51,609	\$ 54,293	\$ 57,571
2	\$ 52,802	\$ 56,021	\$ 59,062	\$ 62,245	\$ 65,531	\$ 68,904
3	\$ 65,495	\$ 67,885	\$ 69,215	\$ 71,446	\$ 73,554	\$ 76,654
4	\$ 77,058	\$ 79,134	\$ 81,026	\$ 83,010	\$ 85,335	\$ 87,816
5	\$ 86,946	\$ 90,296	\$ 93,643	\$ 96,868	\$ 100,216	\$ 102,773
6	\$ 95,875	\$ 97,829	\$ 99,844	\$ 101,798	\$ 103,935	\$ 107,036
7	\$ 139,905	\$ 142,703	\$ 145,558	\$ 148,468	\$ 151,438	\$ 155,643
	127,186	129,730	132,325	134,971	137,671	141,494
8	\$ 152,873	\$ 155,241	\$ 157,611	\$ 159,981	\$ 164,984	\$ 169,987
9	\$ 168,327	\$ 171,693	\$ 175,127	\$ 178,629	\$ 182,202	\$ 185,441
10	\$ 176,743	\$ 179,394	\$ 182,084	\$ 184,814	\$ 187,586	\$ 190,399

*Effective on the first day of the first payroll period following 1/1/2026

*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

* Grades 1-7: 2%, Grades 8-10: 1.5%

DEFEATED

RESOLUTION NO.: _____ 44 _____ - 2026

OF

MARCH 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH CLEARVIEW AI, INC.
FOR FACIAL RECOGNITION SEARCH SOFTWARE AND RELATED SERVICES
FOR THE POLICE DEPARTMENT AT A COST OF \$17,100.00 FOR A ONE YEAR TERM

WHEREAS, Clearview AI provides a web-based platform for law enforcement to use as a tool to help generate investigative leads through its database of media images sourced from public-only web sources, including, but not limited to, news media, public social media accounts and other sources open to public viewing; and

WHEREAS, the Police Department solicited proposals from several companies which offer similar software and related services and received a proposal from Clearview AI, Inc.; and

WHEREAS, funding for the software and related services shall be derived from budget line A.3120.0448; and

WHEREAS, this Council has reviewed the attached price quotation and terms and conditions of use and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Clearview AI, Inc. to provide facial recognition search software and related services to the City of Newburgh Police Department at a cost of \$17,100.00 for a one year term.

#144-26
February 2026

CLEARVIEW AI PROPOSAL

Proposal for: Newburgh Police Department (NY)

CONTACT INFORMATION

Winston Pingeon
Account Executive
winston.pingeon@clearview.ai
617-874-7098



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905. Source Selection Information-See FAR 2.101 and 3.104

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1.1 CLEARVIEW AI OVERVIEW

1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform allows investigators to search any facial image of a suspect, victim, or other person of interest against over 60 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary, web-based intelligence platform for law enforcement to use as a tool to help generate high-quality investigative leads. Our platform, powered by facial recognition technology, includes the largest known database of facial images sourced from public-only web sources, including news media, mugshot websites, public social media, and other open sources.

Our solutions allow agencies to gain intelligence and disrupt crime by revealing leads, insights and relationships to help investigators solve both simple and complex crimes, increase officer and public safety, and keep our communities and families safer.



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1.2.1 NIST: LEADING FACIAL RECOGNITION ALGORITHM IN THE U.S.

Facial recognition technology has faced persistent criticism for alleged inaccuracies and biases, particularly racial and demographic bias. However, advancements have rendered FRT more accurate and sophisticated than the human eye by training on diverse datasets. The National Institute of Standards and Technology (NIST), renowned for its rigorous facial recognition evaluations, tests over 650 algorithms, revealing that top performers boast over 99%¹ accuracy in matching photos out of large lineups. And contrary to misconceptions, NIST's evaluations demonstrate minimal demographic bias in top algorithms, with Clearview AI's algorithm achieving over 99% accuracy across all demographics¹.

Clearview AI is a leading facial recognition technology in the U.S. for its performance in accurately matching mugshot photos (99.85% with a 12 million photo sample), VISA borders photos (99.86% with a 1.6 million photo sample), VISA photos (99.81%), and border photos (99.42%). While acknowledging the need for regulation and ethical deployment, proponents argue for FRT's life saving potential as cited by law enforcement in many cases of financial crimes, child exploitation rescue, and community crime prevention. As discussions around FRT evolve, informed decisions based on scientific evidence and accurate understanding of technology capabilities are crucial.

Clearview AI has been instrumental in thousands of cases including finding abducted children, identifying endangered dementia cases, and apprehending drug traffickers, sex offenders, and other violent criminals. Our database is the most representative of the population and is not limited to criminal offenders (mugshot database). With over 50 billion publicly available images, Clearview AI's database covers a multitude of ages, ethnicities, and physical characteristics.

1.2.2 KEY BENEFITS

- **HIGHLY EFFICIENT** Allows agencies to address manpower and resource deficiencies by providing high-probability investigative leads within a few seconds versus days or months.
- **INCREASE OFFICER, VICTIM + PUBLIC SAFETY** Uncover actionable intelligence with powerful tools to create cold case notification alerts. Support intelligence to validate suspect, victim and person of interest identities that is often impossible using legacy identity tools.
- **DATA YOU CAN'T FIND ANYWHERE ELSE** Clearview AI is the only facial recognition company that provides billions of faces captured on the open web and "in the wild", offering the highest probability of a successful match using the Clearview AI patented neural network algorithm and

¹This refers to performance in the categories of Demographic Effects on Visa/Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the [JUL 2019](#) as well as performance in the Mugshot/Mugshot, Mugshot/Album, Visa/Border, Border/Border (> 10 YRS), Mugshot/Mugshot (> 10 YRS) categories of the [JUL 2019](#) evaluation settings.



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accuracy across all demographics.

- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database
- **60+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

1.3 SECURITY & SOC2 COMPLIANCE

1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.
- Store data on multiple servers inside a secured data center with internal levels of access control.



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1.4 PRICE QUOTE

CUSTOMER INFORMATION

Detective Lieutenant William Lahar
 Detective Division
 Newburgh Police Department
 Newburgh, NY 12550

CLEARVIEW AI INFORMATION

Winston Pingeon
 Account Executive
 winston.pingeon@clearview.ai
 617-874-7098

QUOTE DETAILS

Today's Date: 2/03/2026
 Quote Expiration: 3/30/2026

ANNUAL RECURRING SUBSCRIPTION			
CLEARVIEW AI PLAN	USER QTY (If Applicable)	LIST PRICE	ONE YEAR AGREEMENT
Clearview AI SaaS Search - S&L	Agency Access	\$25,375/yr	\$17,100

Discount decreases in year two and year three. Specific price included within Payment Schedule. No usage restrictions

ONE-TIME FEES			
CLEARVIEW AI PROFESSIONAL SERVICES - ONE-TIME FEES	QTY	LIST PRICE	PRICE TO SUBSCRIBER
Product Configuration	1	\$5,000	\$0
Product Training (Virtual 1 Hr to Train the Trainer, 1 Session, Up to 15 Trainees)	1	\$500	\$0
TOTAL ONE-TIME FEES		\$5,500	\$0



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SAMPLE PAYMENT SCHEDULE - 1 YEAR AGREEMENT

DETAILS OF PAYMENTS & DUE DATES	AMOUNT DUE
Year 1 Payment, due on the Effective Date, terms net 30.	\$17,100
TOTAL	\$17,100

Note: -We can prorate months to get the agency to align with the budget cycle/fiscal year.

To move forward with a formal agreement, please confirm the following contacts:

<u>Billing Contact:</u> This person receives our invoice. The invoice must be paid within 30 days.	Name/Phone/Email
<u>Primary Admin:</u> This person manages the licenses & users, runs reports and internal audits. This person also holds a license.	Name/Rank/Phone/Email
<u>Signatory:</u> This person is authorized to sign our formal agreement on behalf of your agency confirming procurement	Name/Rank/Phone/Email
One year, or multi- year?	
Any special procurement information to note:	



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Please Note: The price quote is not binding unless and until the parties execute an Order Form, including the Clearview Terms of Service and User Code of Conduct. Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals **must** conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual. In no event shall Clearview AI be liable for any misuse, negligence or misconduct by Customer in its use of the Clearview AI technologies. This contract is subject to and is incorporated by reference into the Clearview AI, Inc. Terms of Service and User Code of Conduct, located <https://www.clearview.ai/terms-of-service>. To the extent any terms or provisions of this price proposal conflicts with the Order Form, the Order Form shall control.



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INSIGHT PUBLIC SECTOR, INC.
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

Account name: 11389878

CITY OF NEWBURGH POLICE DEPARTMENT
 55 BROADWAY
 NEWBURGH NY 12550-5613

SHIP-TO

CITY OF NEWBURGH POLICE DEPARTMENT
 LIEUTENANT LAHAR
 55 BROADWAY
 NEWBURGH NY 12550-5613

Quotation	
Quotation Number	: 0229133471
Document Date	: 23-JAN-2026
PO Number	:
PO Release	:
Sales Rep	: Marshall Bjorlin
Email	: MARSHALL.BJORLIN@INSIGHT.COM
Phone	: +14802127231

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>CVW-AI-SAAS-SSL</u>	Clearview AI SaaS Search - subscription license - 1 license Coverage Dates: 23-JAN-2026 - 23-JAN-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 21025.99 Discount: 13.088%	1	18,274.12	18,274.12
<u>CV1-PRO-CON</u>	Clearview Configuration - subscription license OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 0.99 Discount: 100.000%	1	0.00	0.00
<u>PT1</u>	Clearview Train-the-Trainer - Live e-learning - 1 session - 15 trainees - 1 hour OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 0.99 Discount: 100.000%	1	0.00	0.00

Product Subtotal	18,274.12
TAX	0.00
Total	18,274.12

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Marshall Bjorlin
+14802127231
MARSHALL.BJORLIN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

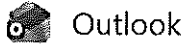
Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>



Re: [Spam] SHI - Thank You For Reaching Out.

From Lahar, William <WLahar@cityofnewburgh-ny.gov>

Date Wed 1/28/2026 9:01 AM

To Hello@shi.com <Hello@shi.com>

Cc Rola, Brandon <BRola@cityofnewburgh-ny.gov>; Pulaski, Phil <ppulaski@cityofnewburgh-ny.gov>; Kaufman, Jeremy <jkaufman@cityofnewburgh-ny.gov>

Good morning, SHI. I am following up on the previous email sent on 01/21/26. I have not received a response.

Detective Lieutenant William Lahar
City of Newburgh Police Department
Detective Division
55 Broadway
Newburgh, NY 12550
845-569-7563

From: SHI <Hello@shi.com>

Sent: Wednesday, January 21, 2026 10:01 AM

To: Lahar, William <WLahar@cityofnewburgh-ny.gov>

Subject: [Spam] SHI - Thank You For Reaching Out.

To view this email as a web page, click here



You're One Step Closer!

Hello Lt,

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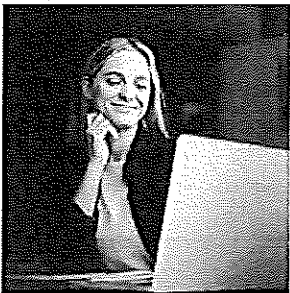
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RESOLUTION NO.: 45 -2026

OF

MARCH 9, 2026

A RESOLUTION AUTHORIZING THE SALE OF A POLICE DOG
TO POLICE OFFICER BRET LAYNE

WHEREAS, by Resolution No. 174-2014 of July 14, 2014, the City Council of the City of Newburgh adopted a Surplus Property Disposition Policy and Procedure; and

WHEREAS, Section V of the Surplus Property Disposition Policy and Procedure provides that surplus police dogs shall be sold at private sale as set forth in Section 97-3(B) of the Code of Ordinances of the City of Newburgh; and

WHEREAS, a police dog named "Dutch" has been retired and is no longer in service to the City of Newburgh Police Department and this Council finds that selling the police dog to the police officer handler 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 attached agreement between the City of Newburgh and Police Officer Bret Layne for the purchase of a police dog named "Dutch" be and the same is hereby approved and the City Manager is authorized and directed to sign the same.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Mar. 9, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of Mar 2026

Katrina Cotten
City Clerk

THIS AGREEMENT, made this _____ day of _____, two thousand twenty-five
BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation of the State of New York,
hereinafter called the "Seller," and

BRET LAYNE, residing at _____, New York, hereinafter
called the "Purchaser."

WITNESSETH

WHEREAS, the City of Newburgh has no further use for the dog Dutch and is willing to
sell, assign and transfer ownership of said dog Dutch to Police Officer Bret Layne, the above-
named purchaser; and

WHEREAS, Bret Layne is willing to purchase and care for and take title to said dog Dutch.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the parties hereto do hereby agree as follows:

1. That the Seller, the City of Newburgh, hereby transfers the title to the police work dog
Dutch to the Purchaser, Bret Layne, for the sum of One (\$1.00) Dollar.
2. That the Purchaser hereby agrees that he will not use the terms police work dog, police
dog, police canine or the City of Newburgh Police Department in any manner, shape
or form.
3. The Purchaser hereby further accepts full responsibility for any and all injuries and/or
damage that said dog Dutch may cause or inflict upon any person, persons or property
from the effective date of this Agreement.
4. The Purchaser further agrees that in the event that any claim or action is brought or
made against the City of Newburgh by reasons of any act of said dog from the effective
date of this Agreement, he will personally save the City of Newburgh harmless for any
loss, cost or expense that the City may have, including reasonable attorney's fees, as a
result of any claim or action brought against the City of Newburgh or any of its
departments for an injury or damage the said dog Dutch may cause.

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RESOLUTION NO.: 46-2026

OF

MARCH 9, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Reaffirmation of Fair and Welcoming City Policy

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

Section 2. Non-Enforcement of Federal Civil Immigration Law

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

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

2.2. City officers and employees shall not:

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

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

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

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

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

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

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

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

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

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

Section 4. Municipal Buildings and Facilities

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

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

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

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

Section 5. Police Practices and Response to ICE Activity

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

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

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

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

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

Section 6. Schools and Youth-Serving Spaces

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

Section 7. Training, Community Engagement, and Reporting

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

Section 8. Construction; Severability; Effective Date

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

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

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

8.3. This Resolution shall take effect immediately upon adoption.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Mar. 9, 2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this

10th day of Mar. 20, 20

Katrina Cotten
City Clerk

RESOLUTION NO.: 47 - 2026

OF

MARCH 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH GEICO GENERAL INSURANCE COMPANY
A/S/O ARTURO CASTANEDA, JR. IN THE AMOUNT OF \$3,800.97

WHEREAS, GEICO General Insurance Company a/s/o Arturo Castaneda, Jr. brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Eight Hundred and 97/100 Dollars (\$3,800.97) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of GEICO General Insurance Company a/s/o Arturo Castaneda, Jr. in the total amount of Three Thousand Eight Hundred and 97/100 Dollars (\$3,800.97) and that the City Manager or the Corporation Counsel is hereby authorized to execute documents to effectuate the settlement.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Mar. 9, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this

10th day of MAR 20 26

Katrina Cotten
City Clerk