City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
March 5, 2026
6:00 PM

Work Session Presentations / Presentaciones de la Session de Trabajo

1. 2025 Fourth Quarter Comptroller Update

   Actualización del Contralor – Cuarto Trimestre de 2025

2. Multiyear Financial Plan

   Plan Financiero Multianual

Engineering / Ingeniería

3. 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

Finance / Finanza

4. 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

Police Department / Departamento de Policia

5. 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

6. 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

Legislative Body / Cuerpo Legislativo

7. Reaffirming the City of Newburgh as a Fair and Welcoming City

   Reafirmando a la Ciudad de Newburgh como una ciudad justa y acogedora

Old Business Discussion / Discusión de Negocios Viejos

8. City Manager Transition Planning

   Planificación de la transición del Gerente de la Ciudad

Proposed, Pending or Current Litigation

9. Proposed, Pending or Current Litigation

   Litigio propuesto, pendiente o actual

RESOLUTION NO.: _____ - 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.

AQUATIC Informatics

HACH WIMS Platform
WIMS Rio
HACH WIMS Premier
AQUARIUS
WATERTRAX
LINKO
TOKAY

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

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)** *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.*	$1,320.00	12mos	1.0	$1,320.00
DM_WIMS-SERVICES **WIMS Services** *Remote Hourly services for development of 4 industries and development of the following reports:* *Unitex* *Newburgh Water Outfall* *Miller* *Newburgh Metals* *CNBAnnualIPPReport2022_2023* *Industrial Permit Renewal Application*	$265.33	12mos	80.0	$21,226.40
AA-WIMS **Aquatic Academy User Subscription - WIMS Classic** *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.*	$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.

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/

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 thee 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.

AQUATIC Informatics™

Products

Solutions

Industries

Resources

Company

AQUATIC Informatics™

Contact Us

Contact Support

Unit 1010, 601 West Hastings St.
Vancouver, BC V6B 1M8
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Veralto Water Quality

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RESOLUTION NO.: _____-2026

OF

MARCH 9, 2026

A RESOLUTION AMENDING AND RESTATING THE SALARY AND BENEFIT PLAN FOR NON-BARGANING 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).

SCHEDULE A

Grade 1
N/A

Grade 2
N/A

Grade 3
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

Grade 4
Accountant
Deputy City Clerk/Registrar

Grade 5
Administrative Assistant to City Manager
Crime Analyst
Grants Administrator

Grade 6
City Assessor
City Clerk/Registrar
City Collector
Civil Service Administrator
Code Compliance Supervisor
Director of Information Technology
Human Resources Director
Recreation Director

Grade 7
Assistant City Comptroller
Assistant Corporation Counsel
Chief of Staff
Deputy Fire Chief
Deputy Police Chief
Deputy Superintendent of Public Works
Deputy Superintendent of Water

Grade 8
City Engineer
Director of Planning and Development
Fire Chief
Police Chief
Superintendent of Public Works
Superintendent of Water

Grade 9
City Comptroller
Commissioner of Public Works
Corporation Counsel
Police Commissioner

Grade 10
Deputy City Manager

City Manager**

**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
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$101,068	$102,604	$104,113	$105,679	$107,217
7B	$104,362	$105,978	$107,593	$109,206	$109,821	$110,437
8	$113,165	$114,918	$116,672	$118,427	$122,130	$125,834
9	$124,498	$126,325	$128,154	$129,982	$131,811	$132,114

City of Newburgh
Non-Bargaining Salary
Schedule FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$100,862
7	$101,519	$103,090	$104,656	$106,195	$107,793	$109,361
8	$115,428	$117,217	$119,006	$120,795	$124,573	$128,350
9	$126,988	$128,852	$130,717	$132,582	$134,447	$134,756

*Effective on the first day of the first payroll period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary
Schedule FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$102,879
7	$122,248	$124,692	$127,186	$129,730	$132,325	$136,000
8	$148,388	$150,687	$152,987	$155,287	$160,144	$165,000
9	$163,388	$166,656	$169,989	$173,389	$176,857	$180,000

*Effective on the first day of the first payroll period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary
Schedule FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
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-BARGANING 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:

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(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:

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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).

SCHEDULE A

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

**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
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$101,068	$102,604	$104,113	$105,679	$107,217
7B	$104,362	$105,978	$107,593	$109,206	$109,821	$110,437
8	$113,165	$114,918	$116,672	$118,427	$122,130	$125,834
9	$124,498	$126,325	$128,154	$129,982	$131,811	$132,114

City of Newburgh
Non-Bargaining Salary
Schedule FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$100,862
7	$101,519	$103,090	$104,656	$106,195	$107,793	$109,361
8	$115,428	$117,217	$119,006	$120,795	$124,573	$128,350
9	$126,988	$128,852	$130,717	$132,582	$134,447	$134,756

*Effective on the first day of the first payroll period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary
Schedule FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$102,879
7	$122,248	$124,692	$127,186	$129,730	$132,325	$136,000
8	$148,388	$150,687	$152,987	$155,287	$160,144	$165,000
9	$163,388	$166,656	$169,989	$173,389	$176,857	$180,000

*Effective on the first day of the first payroll period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary
Schedule FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
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~~$ 127,186~~	$ 142,703~~$ 129,730~~	$ 145,558~~$ 132,325~~	$ 148,468~~$ 134,971~~	$ 151,438~~$ 137,671~~	$ 155,643~~$ 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%

RESOLUTION NO.: _____ - 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.

February 2026

CLEARVIEW AI PROPOSAL

Proposal for: Newburgh Police Department (NY)

CONTACT INFORMATION

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

Clearview.ai

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 demographics[1].

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

[1]This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the 1:1 setting, as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the 1:N Investigative setting.

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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:

Billing Contact: **This person receives our invoice. The invoice must be paid within 30 days.**	**Name/Phone/Email**
Primary Admin: **This person manages the licenses & users, runs reports and internal audits. This person also holds a license.**	**Name/Rank/Phone/Email**
Signatory: **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
CVW-AI-SAAS-SSL	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
CV1-PRO-CON	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
PT1	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

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Sincerely,

Marshall Bjorlin
+14802127231
MARSHALL.BJORLIN@INSIGHT.COM

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

Outlook

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



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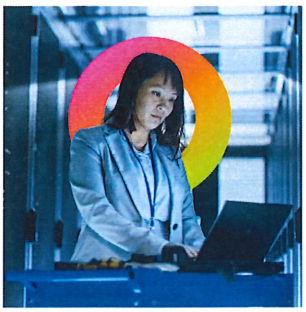
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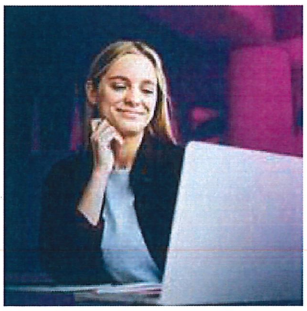
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RESOLUTION NO.: _____-2026

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.

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.

Remainder of this page intentionally left blank

THE CITY OF NEWBURGH

BY: _____
TODD VENNING
City Manager

PURCHASER

BY: _____
BRET LAYNE

APPROVED AS TO FORM:

_____
MICHELLE KELSON
Corporation Counsel

_____
NANCY BLOOM
Comptroller

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

On the _____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the _____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared BRET LAYNE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____



RESOLUTION NO.: _____-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, and more than half of the City's residents identify as Hispanic or Latino, such that policies that protect immigrants from unnecessary entanglement with civil immigration enforcement are central to the City's safety, health, and economic well-being;

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 pf 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.

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, health facilities, and City-run shelters or community centers as sensitive 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 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.

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 absent a judicial warrant; 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 thirty (30) 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 an annual 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 taw. 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.