



## City of Newburgh Council Work Session

6:00 pm

December 6, 2012

### AGENDA

1. Review of Monday night's Council Meeting Agenda:
  - a. Minutes of the Nov. 26 City Council Meeting
2. Planning and Development/Community Development & Real Estate:
  - a. Analysis of Impediments to Fair Housing 2012
  - b. Hudson Valley Lighting project
  - c. Film Industry Group
  - d. (Res. 224) Approving the Consolidated Housing and Community Development Strategy for 2013
  - e. CDBG Advisory Committee - member vacancies
  - f. Newburgh Community Land Bank – Acquisition Recommendation
  - g. (Res. 225) Release of Restrictive Covenants and Right of Re-Entry related to 16 Hudson View Terrace
  - h. (Res. 226) Authorizing the transfer of 6-12 William Street from Jeffrey Normil to Prince William Properties, LLC and extending the time to rehabilitate.
  - i. Zoning Amendment
3. Grants and Agreements:
  - a. (Res. 227) Rescinding the authorization to contract with Otis Elevator and authorizing a new agreement with Hunter Elevator to provide maintenance and repairs on the City's 6 elevators at a cost of \$1,595 per quarter for three years.
  - b. Insurance Renewals for 2013
4. Discussion Items:
  - a. (Ord. 10) Amendment to the section of the code entitled "Workplace Violence Prevention"
  - b. (Ord. 11) Amendment to the section of the code entitled "Human Rights Commission"
  - c. Best Practices in hiring personnel
  - d. Capital Improvement Plan 2013-2018
  - e. Report on Watershed Protection Conference

RESOLUTION NO.: 224-2012

OF

DECEMBER 10, 2012

A RESOLUTION APPROVING THE CITY OF NEWBURGH'S CONSOLIDATED  
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR  
FISCAL YEAR 2013

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WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2013 Community Development Block Grant Entitlement Program;

FY 2013 CDBG Budget				10/18/2012
<b>Revenues</b>				
Anticipated FY 2013 Entitlement Funding				\$ 600,000
Program Income				\$ 102,000
<b>Total Entitlement Funding</b>				<b>\$ 702,000</b>
<b>Other Revenue Sources</b>				
			<i>Original Allocation</i>	<i>Total to Be Reallocated</i>
	Marina Ops - Program Income		\$ 600,000.00	\$ 130,000
	HCR - Housing Funding		\$ 163,516.00	\$ 163,516
2011	Rental Housing**		\$ 165,000.00	\$ 65,000
2011	Rental Subsidy Program		\$ 30,000.00	\$ 30,000
2010	Small Business Loan Program		\$ 50,000	\$ 30,000
2010	Administration		149401	\$ 32,000
2010	Strong Families		33616	\$ 712
** Move to Homeowner Rehabs				
<b>Total Reallocated Funds</b>				<b>\$ 451,228</b>
<b>Grand Total Funding for FY 2013</b>				<b>\$ 1,153,228</b>
				\$ 1,153,228
<b>Proposed Budget/Requests</b>				
1.	Administration			\$ 149,000
2.	In Rem Stabilization Program (2 DPW personnel)			\$ 70,000
3.	Scattered Sidewalk/ Street Improvement Project/ Street Trees			\$ 125,000
4.	Park Improvement (skate Park)			\$ 75,000
5.	Strategic Code Enforcement personnel & materials)			\$ 75,000
6.	Housing Rehabilitation .5 position and rehab funds) + 65,000 from rental rehab program			\$ 228,516
7.	Community Services/ Senior & Veterans			\$ 20,000
8.	Workforce Development			\$ 60,000
9.	Community Policing/ Neighborhood Development			\$ 30,712
10.	Downing Park Greenhouse & Aerator			\$ 100,000
11.	Business Development/ Façade Improvement			\$ 185,000
12.	Youth Services			\$ 30,000
13.	Homeownership Education			\$ 5,000
<b>Total Funding Requests</b>				<b>\$ 1,153,228</b>

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and she is hereby authorized to submit the one-year Action Plan and execute the Standard Form 424 (Application for Federal Funds) and certifications attached thereto; and she is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and

**BE IT FURTHER RESOLVED**, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with the certifications attached hereto and made a part hereof.

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RESOLUTION NO.: 225-2012

OF

DECEMBER 10, 2012

A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO ERTHA AUGUSTIN  
TO THE PREMISES KNOWN AS 16 HUDSON VIEW TERRACE  
(SECTION 7, BLOCK 8, LOT 10)

WHEREAS, on June 10, 2011, the City of Newburgh conveyed property located at 16 Hudson View Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 8, Lot 10, to Ertha Augustin; and

WHEREAS, Ms. Augustin has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

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 the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 16 Hudson View Terrace, Section 7, Block 8, Lot 10, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated June 10, 2011, from the CITY OF NEWBURGH to ERTHA AUGUSTIN, recorded in the Orange County Clerk's Office on June 17, 2011, in Liber 13189 of Deeds at Page 0527 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2012

THE CITY OF NEWBURGH

By:

\_\_\_\_\_  
RICHARD F. HERBEK,  
City Manager

STATE OF NEW YORK )

)ss.:

COUNTY OF ORANGE )

On the \_\_\_\_\_ day of August in the year 2012, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, 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.

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RESOLUTION NO. 2012-2012

OF

DECEMBER 10, 2012

A RESOLUTION PERMITTING THE TRANSFER OF REAL PROPERTY  
KNOWN AS 6-12 WILLIAM STREET (SECTION 35, BLOCK 2, LOT 25)  
FROM JEFFREY NORMIL TO PRINCE WILLIAM PROPERTIES, LLC AND  
AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE THE PREMISES

WHEREAS, the City of Newburgh did convey the premises located at 6-12 William Street, more accurately described as Section 35, Lot 2, Block 25 on the Official Tax Map of the City of Newburgh, by deed dated June 17, 2011; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 17, 2012; and

WHEREAS, Jeffrey Normil, the owner of the property, has been unable to obtain the financing necessary to complete the rehabilitation; and

WHEREAS, Mr. Normil is proposing to convey the property to Prince William Properties, LLC, who is the owner of the adjacent parcel and who has the means to complete the rehabilitation of the property; and

WHEREAS, Prince William Properties, LLC has requested that an extension of time to complete the required rehabilitation; and

WHEREAS, this City Council has determined that it would be in the best interests of the City of Newburgh to grant said extension, under certain conditions

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to grant Prince William Properties, LLC an extension to rehabilitate the premises known as 6-12 William Street, Section 35, Block 2, Lot 25, upon the following conditions:

1. Prince William Properties, LLC shall become record owners of the subject property within 90 days of approval of this Resolution, time being of the essence;
2. Prince William Properties, LLC shall obtain a building permit and commence rehabilitation of the subject premises by June 17, 2013, time being of the essence;

3. Prince William Properties, LLC shall obtain a certificate of completion evidencing rehabilitation of the subject premises in conformance with this Resolution and conditions of the deed dated June 17, 2011, by June 17, 2014, time being of the essence.
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RESOLUTION NO.: 227 - 2012

OF

DECEMBER 10, 2012

A RESOLUTION RESCINDING RESOLUTION NUMBER 171-2012  
OF OCTOBER 9, 2012 WHICH AUTHORIZED THE AWARD OF A BID AND  
~~THE EXECUTION OF A CONTRACT WITH OTIS ELEVATOR~~  
AND AUTHORIZING THE AWARD OF A BID AND  
THE EXECUTION OF A CONTRACT WITH HUNTER ELEVATOR CO., INC.  
TO PROVIDE MAINTENANCE AND REPAIRS ON SIX (6) ELEVATORS LOCATED  
AT VARIOUS CITY FACILITIES PROVIDING FOR A THREE (3) YEAR TERM  
AT A BASE BID COST OF \$1,595.00 PER QUARTER

WHEREAS, this Council, by Resolution No.: 171-2012 of October 9, 2012, authorized the award of a bid and the execution of a contract with Otis Elevator to provide maintenance and repairs on six (6) elevators located at various City facilities; and

WHEREAS, it has been determined that the bid submitted by Otis Elevator failed to comply with the bid specifications by submitting a base bid cost of \$1,080.00 per month rather than per quarter and that such non-compliance constitutes a material deviation requiring the rejection of the bid; and

WHEREAS, Hunter Elevator Co., Inc. has been identified as the lowest responsible bidder complying with the bid specifications by submitting a base bid cost of \$1,595.00 per quarter; and

WHEREAS, this Council has determined that rescinding Resolution No.: 171-2012 of October 9, 2012, and awarding the bid and entering into a contract with Hunter Elevator Co., Inc. 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 Resolution No.: 171-2012 of October 9, 2012 be and is hereby rescinded; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Elevator Maintenance and Repair Services Contract be and it hereby is awarded to Hunter Elevator Co., Inc., providing for a three (3) year term at a base bid cost of \$1,595.00 per quarter, and that the City Manager be and he is hereby authorized to enter into the annexed contract for such work in this amount.

# HUNTER ELEVATOR CO., INC.

## PROPOSAL FOR ELEVATOR SERVICE

We propose to furnish service on the following elevator equipment: As per page six in the City of Newburgh contract. (6 Elevators in various locations)

### EXTENT OF COVERAGE

Under the terms and conditions of this agreement subsequently set fourth we will service the elevator equipment described in this proposal, using skilled elevator personnel whom we directly employ and supervise. We will service your elevator every month. We will take emergency calls at no charge to you during the hours of 8:00 am ~ 4:30 pm Monday thru Friday. Should a call be made for service and not be normal wear and tear between 8:00 a.m. ~ 4:30 p.m. five days a week, this will be a charge of \$115.00 dollars an hour plus parts.

Emergency call-back service will be provided during the regular working hours for vandalism or not covered by contract, 8:00 a.m. to 4:30 p.m., of regular working days, Monday through Friday, should shutdown occur between the normal service periods at an agreed upon labor rate of \$115.00 per hour per man. A team hourly charge will be \$ 200.00 per hour. If emergency service is required at nights or on Saturdays, Sundays or holidays. Overtime service requests are performed before or after normal business working days and hours.

We will during each **monthly** service regularly examine, adjust, lubricate as required, and, when we consider it necessary, repair or replace components including the following:

<b>PUMP UNIT</b>	Impellers - shafts - bearings - seals - operating valves - leveling valves - manifolds - mufflers - manual lowering valves - strainers - reservoir - solenoids - transmission sheaves - drive belts - hydraulic fluid.
<b>MOTOR</b>	Stator windings - rotor - slip rings - motor bearings.
<b>CONTROLLER</b>	Magnet coils - copper contacts - carbon contacts - shunts - springs - insulators - pins - relay assemblies - fuses - resistors - transformers - rectifiers - overload heaters - reverse phase protection - solid state devices - selectors.
<b>WIRING</b>	Traveling control cables - hoist way control wiring.
<b>HOIST WAY</b>	Limit switches - leveling switches - cables and tapes - plunger packing - exposed piping - shutoff valves - interlocks - door hanger rollers - up thrusts rollers - interlocks - door closer - bottom door guides.
<b>CAR</b>	Guide shoes - guide shoe liners - guide shoe rollers - leveling units - door operator motor - belts - gears - cables - sheaves - door relating devices - gate switch - door hanger rollers - up thrust rollers - clutch - bottom door guides - safety edge - photoelectric devices.
<b>SIGNALS</b>	Push buttons - contacts - indicator lights - hall lanterns.

**HUNTER ELEVATOR CO., INC.**

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**PROPOSAL FOR ELEVATOR SERVICE****RESPONSIBILITY FOR REPAIRS OR RENEWALS**

We shall perform all of the work which may be required to remove violations or to comply with recommendations of public administrative agencies or departments and casualty companies resulting from normal wear. It is understood, however, that this work will be done by us only in the event that it pertains to those items which we, under the terms of this contract, are required to repair. It is also understood that the conditions requiring this work shall not have been in existence on the date that our service is to commence under this contract or after 30 days cancellation notice has been given by either party.

We shall under the terms of this contract, be required to make safety tests we not be required to make any additions or changes to existing equipment or its method of operation. We shall not be obliged to render any cleaning services except to the base machinery of the elevator located in the motor room and the door operating mechanism on the top of the car. The owner will maintain the temperature of the motor room to be between 68 and 72 degrees f.

We shall have no responsibility for the following items of elevator equipment: car enclosure, hoist way enclosure, hoist way doors, hardware, door frames and sills, hoist way gates, buried piping, fluorescent light tubes and fixtures, main line switches and feeders. It is understood that the exclusions contained in this paragraph do not in any way enlarge the category of the items for which we are responsible.

**INSURANCE COVERAGE**

Hunter Elevator Company, Inc. is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows:

A. Workmen's Compensation and Employer's Liability: Equal to or in excess of limits of Workmen's Compensation laws in New York, New Jersey and Connecticut.

B. Comprehensive Liability: Up to one million dollars ((\$1,000,000) combined single limit per occurrence.

Coverage includes:

1. Bodily Injury Liability: All sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting from them, sustained by any person other than its employees and caused by the occurrence.
2. Property Damage Liability: All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by the occurrence.

**HUNTER ELEVATOR CO., INC.****PROPOSAL FOR ELEVATOR SERVICE****PRORATIONS**

Our survey reveals that the items listed in the schedule below are worn to the extent that they will require replacement in the near future. We are accepting these items in their present condition so that we may provide you with maximum service, with the understanding that, in addition to the base price of this contract, you agree to pay an additional amount at the time the items scheduled below are first replaced. The additional charge for this replacement will be determined by prorating the total cost of replacing the individual items.

Proration will be made on the basis of life expectancy from the date of this contract as indicated on the schedule. We agree to pay for that portion used since the date of this contract and you agree to pay for that portion used of the unexpired term of expectancy.

**SCHEDULE OF PARTS TO BE PRORATED**

Name of Part	Basis of Proration
None	

**HOURS OF WORK**

We shall perform all work during regular working hours of the regular working day of the elevator trade. If you request overtime examinations or repairs, you are to pay us, at our regular billing rates, for the over time portion only.

**LIABILITY**

It is expressly understood, in consideration of our performance of the service described at the price stated in this agreement, that nothing in it shall be construed to mean that Hunter Elevator Company, Inc. assumes any liability because of accidents to persons or property, except those directly due to negligence by Hunter Elevator Company, Inc. or its employees; and that your own responsibility for accidents to persons or property while riding or being in or about the elevators referred to is in no way affected by this agreement. Hunter Elevator Company, Inc. shall not be responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riots, civil commotion, terrorism, malicious mischief, act of God, or by any cause beyond its reasonable control, whether or not specified in this agreement, and in any event the company shall not be liable for consequential damages. Hunter Elevator Company, Inc. will be responsible only for the work, service and liability specifically mentioned in this proposal.

# HUNTER ELEVATOR CO., INC.

## PROPOSAL FOR ELEVATOR SERVICE

### PRICE

The price for the service specified in this contract will be: **One Thousand Five Hundred & Five. 00** dollars. (\$ 1595.00 ) net per Quarter, payable monthly on receipt of invoice.

### TERMS

The service specified in this contract will be effective on **November 14, 2012** and will continue for a period of **Three** year, and at the end of the term, we will renegotiate cost of living clause each year. Either party may terminate this agreement at the end of the term or at the end of any subsequent year by giving the other party thirty (30) days prior written notice.

At the termination of each one-year period in which this agreement is in force, this price is to be subject to adjustment in accordance with the Price Index of "Producer Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics for the month within each yearly adjustment date falls due and by the percentage of increase or decrease in the straight time hourly rate earned by elevator mechanics in the New York metropolitan area.

Hunter Elevator Company., Inc. reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for the maintenance or repair of the equipment described under the terms of this agreement not be paid within thirty (30) days from date of the invoices.

Both parties understand and agree that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service described in the proposal; that all other prior representations or agreements, written or verbal, are incorporated herein and that no other changes in or additional to it shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon Hunter Elevator Co., Inc. until approved by one of its executive officers.

Respectfully submitted,

HUNTER ELEVATOR CO., INC.

By: Jerry Daston  
President

By Jerry Daston  
Authorized Signature

### ACCEPTANCE IN DUPLICATE

Date \_\_\_\_\_  
Firms name \_\_\_\_\_  
BY \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Tel \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

ORDINANCE NO.: 10 -2012

OF

DECEMBER 10, 2012

AN ORDINANCE AMENDING ARTICLE VI OF  
CHAPTER 65 OF THE CODE OF ORDINANCES  
OF THE CITY OF NEWBURGH  
ENTITLED "WORKPLACE VIOLENCE PREVENTION"

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 65, "Officers and Employees", Article VI "Workplace Violence Prevention" be and is hereby is amended as follows:

SECTION 1. - TITLE

This Ordinance shall be referred to as "An Ordinance amending Article VI of Chapter 65 of the Code of Ordinances of the City of Newburgh entitled 'Workplace Violence Prevention'"

SECTION 2. - AMENDMENT

Chapter 65, OFFICERS AND EMPLOYEES

ARTICLE VI, WORKPLACE VIOLENCE PREVENTION

§ 65-10 Policy Statement

The City of Newburgh is committed to promoting a safe and secure work environment for all its employees. All City employees and elected officials are expected to maintain a work environment free from violence, threats of harassment, intimidation or coercion.

§ 65-11 **Definitions.** As used in this section, the following terms shall have the meanings indicated:

- A. "CITY" shall mean the City of Newburgh of the State of New York, unless otherwise specified.
- B. "EMPLOYEE" means an officer, official, employee, agent, contractor or volunteer working for the City of Newburgh.

- C. "WORKPLACE" means any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment by the City of Newburgh.
- D. "SUPERVISOR" means any person within the City's organization who has the authority to direct and control the work performance of an employee, or who has the authority to take corrective action regarding the violation of a law, rule, regulation or policy as to which an employee submits written notice; and includes department heads, acting department heads, deputy department heads and their designees.
- E. "RETALIATORY ACTION" means the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee under the terms and conditions of employment.
- F. "VIOLENCE" and/or "WORKPLACE VIOLENCE" means any physical assault, acts of aggressive behavior including but not limited to verbal threats, displays of force, stalking or other threatening behavior that reasonably rises to the level of perception of potential violence occurring in the Workplace, including with or without the use of any means, weapon or instrumentality.
1. "THREATENING" or "NON-EMERGENCY" means a person, through intimidating words or gestures has induced fear and apprehension of physical or other harm in another person but there is no immediate danger of such harm being inflicted.
  2. "EMERGENCY" means a situation where an injury has occurred or there is an immediate threat of physical harm.

**§ 65-124 Prohibited Activities.**

The following activities are prohibited by City employees and engaging in such activities is considered misconduct subject to disciplinary action up to and including termination, consistent with City policies, rules, regulations and collective bargaining agreements.

A. Verbal or physical conduct that demonstrates explicit or implicit ridicule, mockery, derision or belittlement of any person.

B. Any offensive or derogatory remarks based on race, color, sex, age religion, sexual orientation or preference or national origin either directly or indirectly, to another person. Such harassment is a prohibited form of discrimination under state and federal employment law.

C. Any verbal or physical conduct that has the purpose or effect of substantially interfering with the employee's ability to do his or her job.

D. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile or offensive working environment.

E. Intentional physical contact for the purpose of causing harm, such as, but not limited to, slamming, stabbing, punching, striking, shoving or other physical attack.

F. Menacing or threatening behavior, such as, but not limited to, throwing objects, pounding on a desk or door, damaging property, stalking or otherwise acting aggressively, or making oral or written statements specifically intended to frighten, coerce or threaten, where a reasonable person would interrupt such behavior as constituting evidence of intent to cause harm to individuals or property.

G. Possession of firearms, imitation firearms, knives or other dangerous weapons, including but not limited to chemical/biological weapons, instruments or materials, except as permitted by law, rule or regulation.

#### **§ 65-13 Risk Factors, Evaluation and Determination.**

A. The following are risk factors, locations and applicability in the City of Newburgh:

1. Working in public settings: applies to all City locations and personnel.

2. Working late night or early morning hours: applies to personnel in City Hall, Department of Water, Department of Public Works, Recreation Department, Fire Department and Police Department.

3. Exchanging money with the public or transporting cash, checks or other portable items of value: applies to personnel in City Hall, Code Compliance Bureau, Recreation Department, Department of Public Works, Water Department and Police Department.

4. Working alone or in small groups: applies to personnel in City Hall, Recreation Department, Department of Public Works, Department of Water, Code Compliance Bureau, Fire Department and Police Department.

5. Uncontrolled access to the workplace: applies to personnel in City Hall, Recreation Department, Department of Public Works, Department of Water, Code Compliance Bureau and Fire Department.

B. Methods of risk evaluation, hazard prevention and control.

1. The department head of every City department shall evaluate its workplace or workplaces to determine the presence of factors or situations in such workplace or workplaces that might place employees at risk of workplace violence.

2. The City of Newburgh shall make high-risk areas more visible, install additional lighting where needed, post signs where necessary, secure cash on hand with proper devices, provide annual training to employees and maintain an appropriate response system.

3. The City of Newburgh shall periodically review employee security surveys, including surveys completed by authorized employee representatives, self-assessments, City Police Department and risk management consultant recommendations and other lessons learned from other entities to effectuate changes which will make the City's work areas and personnel as safe as possible.

~~Examples of such factors shall include, but are not limited to:~~

- ~~a. working in public settings where contact with members of the general public occurs in the routine and ordinary course of the workday, working late night or early morning hours;~~
- ~~b. exchanging money with the public, or handling or transporting cash, checks or other portable items of value;~~
- ~~c. working alone or in small numbers;~~
- ~~d. uncontrolled access to the workplace by members of the general public or by unauthorized persons;~~
- ~~e. areas of previous security problems, or areas which present the reasonable possibility of security problems upon appropriate evaluation of same.~~

#### § 65-142 Reporting of Incidents; Responsibilities of Department Heads and Supervisors.

##### A. Reporting Workplace Violence.

1. All incidents of workplace violence, threats of workplace violence or observations of workplace violence shall be reported promptly in written form.

a. Employees assigned to City Hall, the Department of Water the Department of Public Works, Recreation Department and Fire Department, including the Code Compliance Bureau, shall report threatening or non-emergency incidents to their department heads. The employees may report threatening or non-emergency incidents involving their department head directly to the City Manager.

b. Police Department employees shall report threatening or non-emergency incidents to the shift supervisor unless the shift supervisor is involved in the incident in which case the report shall be made directly to the Police Chief.

c. Elected officials and department heads shall report threatening or non-emergency incidents directly to the City Manager.

d. All employees, including department heads and elected officials, shall report emergency incidents by calling 911, the City Police Department or other law enforcement agency immediately.

2. Employees who make false and/or malicious complaints of workplace violence will be subject to disciplinary action up to and including termination, consistent with City policies, rules, regulations, collective bargaining agreements and/or referral to law enforcement agencies as appropriate.

3. Complaint procedures.

a. Any employee or representative(s) of employees who believe that a violation of a workplace violence protection program exists or that an imminent danger of workplace violence exists shall bring such matter to the attention of a department head in the form of a written notice and shall afford the department head a prompt and reasonable opportunity to address such risk or violation or to correct such activity, policy or practice.

b. If following a referral of such matter to the department head and after a reasonable opportunity to address or correct such risk, activity, policy or practice the condition, circumstance or matter has not been resolved and the employee or representative(s) of employees still believe that a violation of this workplace violence prevention program remains, or that an imminent danger exists, such employee or representative(s) of employees may request an investigation or inspection by giving notice to the City Manager of such violation or danger. Such notice and request shall be in writing, set forth with reasonable particularity the grounds for the notice and be signed by such employee or representative(s) of employees. Such investigation and/or inspection shall be made promptly and proportionately in time and manner to the degree and/or extent of the risk, condition, circumstance, activity, policy or practice reported.

c. The City Manager or the City Manager's designee shall conduct an investigation and/or conduct an inspection for the purpose of evaluating the facts and circumstances and assessing the risks reported in such notice. The City Manager or City Manager's designee shall prepare a written report of the findings of the investigation and/or inspection.

d. A file of workplace violence complaints and investigative reports shall be maintained in a secure location in the City Manager's office.

e. No department head or supervisor shall take retaliatory action against any employee because the employee submits a complaint of workplace violence or assists, testifies or participates in the investigation of such complaint.

f. This policy does not preclude any employee from filing a complaint with an outside agency or a grievance under the applicable collective bargaining agreement.

B. Responsibilities of Department Heads.

1. Each department head is responsible for the implementation of this policy within his/her department.
2. Department heads must report any complaints of workplace violence of which he/she becomes aware or reasonably believes to exist to the City Manager.
3. Department heads must call 911 or the City Police Department immediately in the event of imminent or actual violence involving weapons and potential physical injuries.

C. Responsibilities of Employees.

1. Employees must report workplace violence as defined in this Article to their department head. Employees who are advised that a workplace violence incident has occurred or has been observed must report this to their department head. Recurring or persistent workplace violence that an employee reasonably believes is not being addressed satisfactorily or violence that is or has been engaged in by the employee's department head should be brought to the attention of the City Manager.
2. Employees who have obtained orders of protection are expected to notify their department head and provide a list of locations that are designated as protected areas. Employees who are victims of domestic violence and believe the violence may extend to the workplace are encouraged to notify their department heads. Confidentiality will be maintained to the fullest extent possible.
3. Upon hiring, employees will have copies of this policy made available to them, and annually thereafter, employees will participate in training.
4. Each employee is responsible for assisting in the prevention of workplace violence by refraining from participating in, or encouraging of, actions that could be perceived as workplace violence; reporting acts of workplace violence to their department heads; and encouraging any employee who confides that he or she is being subjected to workplace violence to report these acts to a supervisor.
5. Failure to take action to stop known workplace violence shall be grounds for discipline in accordance with applicable laws, rules, regulations and collective bargaining agreements.

~~Every department head shall require all supervisors within such department to submit a written report to such department head, who shall compile and forward same to the City Manager, which shall include the following: (a) a list of the risk factors identified in Section 65.11 of this Article that are present in such workplace or workplaces; (b) recommendation of any and all methods the City may reasonably implement to prevent incidents of workplace violence, including possible assaults and homicides at such workplace or workplaces, including but not limited to the following:~~

- ~~(1) making high-risk areas more visible to more people; -----~~

- ~~(2) installing improved internal and/or external lighting; —~~
- ~~(3) using drop safes or other methods to minimize cash on hand; —~~
- ~~(4) posting signs stating that limited cash is on hand at appropriate locations; —~~
- ~~(5) providing training in conflict resolution and nonviolent self-defense responses; —~~
- ~~(6) establishing and implementing reporting and response systems for incidents of aggressive or threatening language and/or behavior. —~~

### **§ 65-153 Employee Information and Training.**

A. The City shall make the written workplace violence prevention policy program available to its employees, their designated representatives and to the head of every department.

B. The City shall provide its employees with ~~the following information and training on the risks of workplace violence in their workplace or workplaces at the time of their initial assignment and no less frequently than annually thereafter.:~~

- ~~(1) — employees shall be informed of the requirements of this Ordinance, the risk factors in their workplace or workplaces, and the location and availability of the written workplace violence prevention program required by this Ordinance; and —~~
- ~~(2) employee training shall include the provision of information and instruction as to: (a) the measures employees can take to protect themselves from workplace violence, including specific procedures the City has implemented to protect employees, such as appropriate work practices, emergency procedures, use of security alarms and other devices, and (b) the details of the written workplace violence prevention program developed by the City, and as same may be amended from time to time.~~

### **§ 65-14 Application:**

~~A. — Any employee or representative(s) of employees who believe that a serious violation of a workplace violence protection program exists or that an imminent danger of workplace violence exists shall bring such matter to the attention of a supervisor in the form of a written notice and shall afford the supervisor, department head or other authorized officer a proportionately prompt and reasonable opportunity to address such risk or violation or to correct such activity, policy or practice. This referral requirement shall not apply where imminent danger or threat exists to the safety of a specific employee or group of employees, or to members of the public or guests or visitors on City premises and any such referring employee reasonably believes in good faith that reporting to a supervisor would not result in timely or effective preventive or corrective action.~~

~~B. — In the case where any City employee reasonably believes that an imminent risk posing a threat to the health or safety of any person exists such that the notice provision described in paragraph 65-14 A. herein would not result in timely or effective preventative or corrective action, such employee shall immediately report such risk by any effective means available to the City of Newburgh Police Department and/or to the most available law enforcement officer and shall telephone 911 as promptly as possible.~~

~~C. — If following a referral of such matter to the employee's supervisor's attention and after a reasonable opportunity to address or correct such risk, activity, policy or practice the condition, circumstance or matter has not been resolved and the employee or representative(s) of employees still believe that a violation of this workplace violence prevention program remains, or that an imminent danger exists, such employee or representative(s) of employees may request an investigation or inspection by giving notice to the City Manager with a copy of same to be simultaneously provided to the Chief of Police and to the Corporation Counsel of such violation or danger. Such notice and request shall be in writing, shall set forth with reasonable particularity the grounds for the notice and shall be signed by such employee or representative(s) of employees. A copy shall be provided by the City Manager to the department head or departmental person in charge promptly and in any case no later than the time of inspection, except that on the request of the person giving such notice, such person's name and the names of individual employees or representatives of employees shall be withheld from said department head and/or departmental person in charge. Such investigation and/or inspection shall be made promptly and proportionately in time and manner to the degree and/or extent of the risk, condition, circumstance, activity, policy or practice reported.~~

~~The City Manager and/or the Chief of Police and/or their authorized designee(s) shall conduct an investigation and/or conduct an inspection for the purpose of evaluating the facts and circumstances and assessing the risks reported in such notice. An authorized employee or representative thereof shall have the opportunity to be present during such inspection of the premises which are the subject of the notice. Where no authorized employee representative participates in such investigation and/or inspection, the City Manager, Chief of Police and/or their designees shall consult with a reasonable number of employees concerning matters of safety in the workplace and any facts and circumstances reported in such notice.~~

~~D. — The obligation and authority of the City Manager, Chief of Police and/or their designees to investigate and/or inspect pursuant to such an employee notice shall not be limited to the alleged risk, condition, circumstance or violation contained in such notice. The City Manager, Chief of Police and/or their designees may investigate any condition or circumstance or inspect any other area of the premises as to which they may have reason to believe that a violation of this Ordinance exists.~~

~~E. — No department head or supervisor shall take retaliatory action against any employee because the employee does any of the following:~~

- ~~(1) submits a notice pursuant to paragraph A of this subdivision; —~~
- ~~(2) requests an investigation and/or inspection as authorized in paragraph b of this subdivision; —~~
- ~~(3) accompanies the authorized City staff on an inspection of subject premises as authorized in paragraph C of this subdivision. —~~

~~F. — The City Manager may, upon his or her own initiative, conduct an inspection of any City workplace if he or she has reason to believe that a violation of this Ordinance exists or has occurred or if he or she has a general administrative plan or method for the enforcement of this section, which includes a general protocol of inspections, which provides a rational administrative basis for such inspecting.~~

~~G. — Any information obtained by the City Manager pursuant to any investigation or inspection or any other provision of this Ordinance shall be obtained with a minimum burden upon City employees and operations.~~

~~H. — When a request for an investigation and/or inspection has been made in a situation where there is an allegation of an imminent danger such that an employee would be subjecting himself or herself to serious injury or death because of the hazardous condition in the workplace, the investigation and/or inspection shall be given the highest priority by the City Manager, Police Chief, department head, supervisor and other authorized City staff and shall be carried out immediately.~~

### **§ 65-165 Exemptions.**

Nothing in this Ordinance shall be deemed to alter, amend or negate any general order, procedure, operation, rule, practice or other directive applicable to the carrying out of the duties of any police officer, firefighter or other law enforcement officer or emergency response officer.

### **SECTION 3. - EFFECTIVE DATE.**

This Ordinance shall take effect immediately.

ORDINANCE NO.: 11 - 2012

OF

DECEMBER 10, 2012

AN ORDINANCE AMENDING CHAPTER 51, ENTITLED "HUMAN RIGHTS COMMISSION" OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 51, Human Rights Commission, be and is hereby amended to read as follows:

Chapter 51. HUMAN RIGHTS COMMISSION

§ 51-1. Establishment; membership; terms of office, officers; compensation.

Pursuant to the authority contained in Article 12-D of the General Municipal Law, a Commission on Human Rights is here by established as follows:

- A. The Commission shall consist of seven (7) members appointed by the City Council; three (3) of those shall be appointed to serve a term of one year; two (2) for a term of two years and two (2) for a term of three years; and at the expiration of such terms, the terms of their successors shall be three (3) years.
- B. The members of the Commission shall elect, from their members, a chairman who shall serve as such for a period of no longer than three years, and the Commission shall have the power to employ staff in accordance with Section 239-q of the General Municipal Law, subject to such appropriation for such purposes as may be made by the Council.
- C. The members of the Commission shall serve without compensation, and no expenditures or disbursements shall be incurred except on prior approval of the City Council.
- D. In making appointments to the Commission, the City Council shall take into consideration the various religious, racial, nationality and political groups in the City.

§ 51-2. General duties. ~~Grant of additional powers.~~

Pursuant to § 239-q, ~~Subdivision 2,~~ of the General Municipal Law, the City of Newburgh Human Rights Commission is hereby granted, ~~in addition to all other powers that the Commission already has,~~ the following powers:

- A. To foster mutual respect and understanding among all racial, religious and nationality groups in the community.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

- B. To make such studies in any field of human relationship in the community as in its judgment will aid in effectuating its general purposes.
- C. To inquire into incidents of tension and conflict among or between various racial, religious and nationality groups, and to take such action as may be designed to alleviate such tensions and conflict.
- D. To conduct and recommend such educational programs as in its judgment, will increase good will among inhabitants of the city and open any opportunities into all phases of City life for all inhabitants.
- E. To report complaints to the Division of Human Rights alleging unlawful discriminatory practices under Article 15 of the Executive Law.
- FB. To receive, accept, use and expend public grants and private gifts, donations or bequests and other payments, goods and services notwithstanding any other provision of law.

**§ 51-3. General obligations Membership.**

Pursuant to § 239-r of the General Municipal Law, the City of Newburgh Human Rights Commission shall discharge the following obligations comprised as follows:

- A. To receive complaints of alleged discrimination because of age, sex disability, marital status, race, creed, color or national origin; seek the active assistance of the State Division of Human Rights in the solution of complaints which fall within the jurisdiction of the division and to prepare its own plans in the case of other complaints with a view to reducing and eliminating such alleged discrimination through the process of conference, conciliation and persuasion.
- B. To hold conferences and other public meetings in the interest of the constructive resolution of racial, religious and nationality group tensions and the prejudice and discrimination occasioned thereby.
- C. To issue such publications and reports of investigation as in its judgment will tend to effectuate the purposes of Article 12-D of the General Municipal Law.
- D. To enlist the cooperation and participation of the various racial, religious and nationality groups, community organizations, industry and labor organizations, media or mass communication, fraternal or benevolent associations and other groups in an educational campaign devoted to fostering among the diverse groups of the community mutual esteem, justice and equity.
- E. To encourage and stimulate agencies under the jurisdiction of the City Council to take such action as will fulfill the purposes of Article 12-D of the General Municipal Law.
- F. To submit an annual report to the City Council.

**§ 51-4. Effect of statutory change.**

In the event that the provisions of Article 12-D of the General Municipal Law are amended, such amendments shall be effective with respect to the Commission on Human Rights created hereby.

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~~Strikethrough~~ denotes deletions

THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY AS PROVIDED BY THE MUNICIPAL HOME RULE LAW.

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