

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 22, 2010 at 7:00 P.M. at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY 12550

The Prayer was led by Rev. Dr. Benilda Jones and the Pledge of Allegiance was led by Councilwoman Bell.

Present: Mayor Valentine, presiding; Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard-5

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of November 8, 2010 be approved.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

REPORTS

Councilwoman Angelo moved and Councilwoman Bello seconded that the City Clerk's Report, the Registrar of Vital Statistics Report and the Civil Service Report for the month of October be received, filed and made available to the Press.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Bello seconded that the Notice of Pendency, Summons & Amended Complaint and Notice of Claim be referred to Corporation Counsel with power to act.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

PROPOSED PUBLIC HEARING

RESOLUTION NO.: 258-2010

OF

NOVEMBER 22, 2010

**A RESOLUTOIN SCHEDULING A PUBLIC HEARING
FOR DECEMBER 13, 2010 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CHAPTER 150
ENTITLED "DOGS AND OTHER ANIMALS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a local law amending Chapter 150 entitled "Dogs and Other Animals" within the Code of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of December, 2010 in the City Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

058-10

LOCAL LAW NO.: _____ - 2010

OF

A LOCAL LAW TO AMEND CHAPTER 150 "DOGS AND OTHER ANIMALS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO PROVIDE PROCEDURES FOR THE LICENSING OF DOGS

BE IT ENACTED, by the Council of the City of Newburgh, New York that the Chapter 150, "Dogs and other Animals", be and is hereby amended to read as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law to Amend Chapter 150 "Dogs and other Animals" of the Code of Ordinances of the City of Newburgh to Provide Procedures for the Licensing of Dogs".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend Chapter 150 of the Code of the City of Newburgh to provide for the licensing and identification of dogs, the control and protection of the dog population and protection persons, property, domestic animals and deer from dog attacks and damage in the City of Newburgh in accordance with recent changes to New York State Law. Effective January 1, 2011, the State of New York has relinquished the responsibility of dog licensing functions to the local municipalities and eliminated the Animal Population Control Fund. This local law is enacted under the authority granted to municipalities under the New York State Constitution and Municipal Home Rule Law of the State of New York.

SECTION 3 - AMENDMENTS OF CHAPTER 150

Chapter 150 entitled "Dogs and Other Animals", Article II "Dog Control" of the Code of the City of Newburgh is hereby repealed in its entirety and that the same is hereby amended to read as follows:

Chapter 150, DOGS AND OTHER ANIMALS

ARTICLE II, Dog Control

§ 150-12. Title, scope.

This Article shall be known as the "Dog Control Ordinance of the City of Newburgh" and shall apply to the entire City of Newburgh. It shall be enforceable by bringing an action or prosecution in the City Court of the City of Newburgh or other court of general jurisdiction.

§ 150-13. Purpose; findings.

The City of Newburgh finds that the running at large and other uncontrolled behavior of dogs have caused physical harm to domestic animals and persons damage to property and have created nuisances within the City. The purpose of this Article is to provide for the licensing and identification of dogs, to control and protect the dog population and to protect the health, safety and well-being of persons, property and other animals by imposing restrictions and regulations upon the keeping or running at large of dogs and the seizure thereof within the City of Newburgh.

§ 150-14. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

AT LARGE - Any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog. No dog shall be deemed to be "at large" if it is a police work dog or in use for police work or accompanied by its owner or other responsible person and is actively engaged in hunting or training for hunting on unposted land or on posted land with the permission of the owner of the land.

CITY - The City of Newburgh.

CLERK - The City Clerk or Deputy City Clerk of the City of Newburgh, where licenses are to be validated or issued.

DETECTION DOG - Any dog that is trained and is actually used for such purposes or is undergoing training to be used for the purpose of detecting controlled substances, explosives, ignitable liquids, firearms, cadavers, or school or correctional facility contraband.

DOG - Both male and female and neutered dogs, and shall include the singular and plural.

GUIDE DOG - Any dog that is trained to aid a person who is blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the State of New York during the period such dog is being trained or bred.

HARBOR - To provide food or shelter to any dog.

HEARING DOG - Any dog that is trained to a person who hearing impaired and is actually used for such purpose, or any dog owned by a recognized training center located within the State of New York during the period such dot is being trained or bred for such training.

IDENTIFICATION TAG - A tag which sets forth an identification number, as required by the provisions set forth in this article.

OWNER - Any person, firm, association or corporation owning, harboring, keeping or otherwise responsible for a dog or dogs, or for property or premises whereon a dog or dogs are found or kept.

PERSON WITH DISABILITY - any person with a disability s that term is defined in Subdivision 22 of Section 292 of the New York State Executive Law.

POLICE WORK DOG - Any dog owned or harbored by any municipal police department or any State or Federal law enforcement agency which has been trained to aid law enforcement officers and is actually being used for police work purposes.

SERVICE DOG - Any dog that has been or is being individually trained to do work or perform tasks for the benefit of a person with a disability, provide that the dog is or will be owned by such person or that person's parent, guardian or other legal representative.

THERAPY DOG - Any dog that is trained to aid the emotional and physical health of patients in hospitals, nursing homes, retirement homes and other settings and is actually used for such purpose or any dog owned by a recognized training center located within the State of New York during the period such dog is being trained or bred for such purpose.

WAR DOG - Any dog which has been honorably discharged from the United States armed services.

WORKING DOG - Any dog that is trained to aid in the search for missing persons and is actually used for such purposes; provide, however, that such services provided by said dog shall be performed without charge or fee.

§ 150-15. Dog Licensing Requirements and Procedures.

A. License required.

1. All dogs within the City of Newburgh four (4) months of age or older, unless otherwise exempted, shall be licensed. The owner of each dog required to be licensed shall obtain, complete and return to the Clerk a dog license application together with the license application fee, any applicable license surcharges and such additional fees as may be established by the City of Newburgh.

2. Exemptions.

(a) No license shall be required for any dog under the age of four (4) months that is not at large.

(b) Any dog harbored within the City which is owned by a non-resident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of thirty (30) days be exempt from the licensing and identification provisions of this Article.

B. Application. Applications for a dog license shall be made to the Clerk.

1. The application shall state the sex, actual or approximate year of birth, breed, color(s), municipal identification number of the dog, and other identification markers, if any, and the name, address, telephone number, county and town, city or village of residence of the dog owner and such other information as the Clerk may reasonably deem relevant.

2. In the case of a spayed or neutered dog, every application shall also be accompanied by a certificate signed by a licensed veterinarian showing that the dog has been spayed or neutered, provided such certificate shall not be required if the same is already on file with the Clerk.

3. The application shall be accompanied by a non-refundable license fee as set forth in Chapter 163, Fees, of the Code of Ordinances of the City of Newburgh.

4. The Clerk shall provide a copy of the license to the owner and retain a record of the license in either paper or electronic format.

C. Fees. Every person applying to the City for a dog license shall pay an annual license fee for each dog, as set forth in Chapter 163, Fees, of the Code of Ordinances of the City of Newburgh.

1. Exemption from fees. There shall be no fee charged for the license issued for any detection dog, guide dog, hearing dog, police work dog, service dog, therapy dog, war dog or working search dog. Each copy of the license issued by the Clerk shall be conspicuously marked "Detection Dog", "Guide Dog", "Hearing Dog", "Police Work Dog", "Service Dog", "Therapy Dog", or "Working Search Dog".

2. State Surcharge. In addition to the license fee established by Chapter 163, each applicant for a dog license shall pay surcharges to be remitted to New York State as required by the Agriculture and Markets Law. Required surcharges are set forth in Chapter 163, Fees, of the Code of Ordinances of the City of Newburgh.

D. Term of license and renewal. Each dog license issued shall be valid for a period of one year and shall not be transferrable. A license shall be renewed at least 30 days prior to its expiration

upon a form to be furnished by the Clerk with such other information as the Clerk may deem necessary.

E. Transferability. No dog license shall be transferable. Upon the transfer of ownership of any dog, the new dog owner shall immediately make application for a license for such dog. The original issued identification tag shall remain the same for the life of the dog.

F. License required to adopt. No dog which is lawfully in the City's custody and possession or which becomes the legal property of the City may be adopted without first obtaining a license from the Clerk and paying the fee set for the in Chapter 163, Fees, of the Code of Ordinances of the City of Newburgh.

G. Rabies vaccination. The Clerk, at the time of issuing any license pursuant to this Article, shall require the applicant to present a statement certified by a licensed veterinarian showing that the dog or dogs have been vaccinated to prevent rabies or, in lieu thereof, a statement certified by a licensed veterinarian stating that because of age or other reason, the life of the dog or dogs would be endangered by the administration of vaccine. The Clerk shall make or cause to be made from such statement a record of such information and file such record with a copy of the license.

§ 150-16. Identification of Dogs

A. Each dog licensed by the City shall be assigned at the time the dog is licensed for the first time, a permanent official identification number. Such identification number shall be carried by the dog on an identification tag which shall be affixed to a collar or harness on the dogs at all times.

B. The official identification number shall constitute the official identification of the dog to which it is assigned, regardless of changes of ownership and the number shall not be reassigned to any other dog during the lifetime of the dog to which it is assigned.

C. At the time a dog is first licensed one identification tag shall be furnished to the owner at no charge. Replacement of identification tags shall be obtained by the owner at his expense for the fee set forth in Chapter 163, Fees, of the Code of Ordinances of the City of Newburgh.

D. No tag carrying an official identification number shall be affixed to the collar of any dog other than the one to which that number has been assigned.

E. The identification tag shall be imprinted with the following: "City of Newburgh", "State of New York", a unique identification number and the telephone number of the Clerk's office.

F. A dog participating in a dog show shall be exempt from the identification requirement of this Section during such participation.

§ 150-17. Change in Ownership; Lost or Stolen Dogs.

- A. In the event of a change in ownership of any dog which has been assigned an official identification number or change of address of the owner of record or any such dog, the owner of record shall, within ten (10) days of such change, notify the Clerk.
- B. If any dog which has been assigned an official identification number is lost or stolen, the owner of record shall, within ten (10) days of the discovery of such loss or theft, notify the Clerk.
- C. In the case of a dog's death, the owner of record shall so notify the Clerk either prior to the renewal of license or upon the time of such renewal.

§ 150-16. Committing of nuisances.

Any person in control of an at-large dog shall remove all fecal matter left by such dog off the premises of the owner and off of all City property including streets, sidewalks, parklands and other property. Such fecal matter shall be disposed of in a suitable manner in compliance with the Sanitary Code and other applicable laws, rules and regulations.

§ 150-17. Vicious dogs.

No person owning or having in his possession a dog which has vicious propensities shall allow such dog to go at large at any time within the city. The owner of the premises on which such a dog is kept, maintained or housed shall cause to be posted, at each entrance to the premises, a legible and conspicuous notice as follows: "WARNING: DANGEROUS DOG." All persons in custody or control of such dog shall securely restrain such dog including by the use of a leash, muzzle, harness, collar and all other means necessary whenever such dog is present on any sidewalk, street, park or other public place in the City.

§ 150-18. Seizure and impoundment; redemption.

A. Seizure and impoundment. Any dog found running loose or at large in the City, shall be subject to seizure by any police officer, animal control officer, code enforcement officer or other employee of the City designated by the City Manager and/or the Chief of Police for the purpose of seizing and impounding such dogs.

B. Redemption. After any such seizure and impounding, the owner of such animal, if known, must be notified thereof. Such notice may be given in person, by telephone, mail, facsimile or other physical or electronic means, or by publication or posting of notice or other method which the City deems reasonably practicable. The owner of any dog impounded may redeem such dog within five (5) business days, excluding the day the dog is impounded, from the day the dog is impounded, provided that the owner produces proof that the dog is licensed and identified and pays a fee as set forth in Chapter 163, Fees, of this Code per day for seizure and impounding of

such dog. In addition, such owner shall pay any and all costs and expenses incurred by the City for the care and feeding of any animal for which the owner is responsible to the City, including but not limited to the costs of shelter, boarding, food, veterinary services, medications, treatment, confinement, spaying, neutering, transportation and other costs related thereto. If said dog is not claimed or redeemed by its lawful owner as aforesaid, then said dog may be, in the discretion of the City, adopted by or delivered to any responsible or proper person upon payment of the aforesaid fees including the adoption fee and the reimbursement to the City of its costs as the City may in its discretion determine, and upon production of a license, if required, for said dog.

C. Failure to redeem. If any dog so impounded is not redeemed as provided in this section, the Police Department, animal control officer, code enforcement officer or any person designated for such purpose by the City Manager or Chief of Police may destroy such dog, in keeping with all laws, rules and regulations applicable thereto.

§ 150-19. Adoption of animals.

Any dog or cat which is lawfully in the City's custody and possession or which becomes the legal property of the City may be adopted by any suitable qualified person according to law. No person may adopt a dog from the City without first paying the fee set forth in Section 163, Fees, of the City Code of Ordinances and obtaining a license for such dog in accordance with Section 150-15 above. Before such dog or cat is adopted it shall be spayed or neutered. The payment of all costs thereof, and of the costs referenced in Section 150-18 above, shall be the obligation of the person adopting such animal. This obligation may be reduced or waived by the City Manager as may be necessary or appropriate in any given case.

§ 150- 20. Violations and Penalties.

A. Violations enumerated.

1. Section 118 of the Agriculture and Markets Law establishes violations, penalties and procedures pertaining, among other things, to the licensing and identification of dogs and the furnishing of information on forms and notifications to municipalities. The provisions below are in supplementation and not in substitution to Section 118 of the Agriculture and Markets Law.

2. It shall be a violation, punishable as provided in subdivision B of this section for:

- (a) any owner to fail to license a dog;
- (b) any owner to fail to have any dog identified as required by this Article;
- (c) any person to knowingly affix to any dog any false or improper identification tag, special identification tag for identifying any guide, service or hearing dogs.

3. It shall be a violation of this article for any owner of any dog to permit or allow such dog to:

- (a) Run at large, unless said dog is restrained by an adequate collar and leash and is accompanied by its owner or by a person of suitable age and responsibility capable of controlling the dog.
- (b) Engage in habitual loud barking or howling or to conduct itself in such a manner so as to produce an unreasonable noise or noise of a type or volume that a reasonable person under the circumstances would find offensive and/or which creates or causes a public nuisance.
- (c) Cause damage or destruction to property of a person other than the owner of such dog.

4. It shall be a violation of this article for any owner of any dog to permit the premises, structures or enclosures in which such dog is kept to be unclean or unsanitary.

5. It shall be a violation of this Article for any owner of any dog to allow said dog to menace, attack, bite, injure or put in fear thereof any person.

6. It shall be a violation of this Article for any owner of any dog to fail to provide sufficient food, water or care for such dog so as to harm, injure or endanger the health of such dog.

B. Except as provided in § 150-21 of this chapter, any person who shall violate any of the provisions of this article or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided herein and/or in § 1-12 for violation of this article of the Code of Ordinances of the City of Newburgh.

C. The imposition of any penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within twenty-four (24) hours of the issuance of such citation or accusatory instrument to the violator. Each day that prohibited conditions exist shall constitute a separate offense.

D. The application of the above penalty shall not be held to prevent the enforced correction and/or removal of prohibited conditions by the City in the event the violator shall fail to correct or remedy such condition(s) within twenty-four (24) hours. The City shall have the right to recover from the owner, proprietor or other person(s) responsible for any animals or premises the cost to the City of correcting or removing such conditions. In the event the person(s) responsible fail to reimburse the City for its costs, the City may re-levy such costs as a tax upon the real property where such conditions existed and may thereafter enforce the collection of same as provided by law for the collection of taxes.

§ 150- 21. Enforcing officers.

Any animal control officer, code enforcement officer or police officer of the City of Newburgh may enforce the provisions of this Article and may also investigate and report to the City Court any dangerous dog as described in § 121 of the Agriculture and Markets Law and may carry out the order or orders of the City Court Judge in those cases provided for in Article 7 of the Agriculture and Markets Law and may enforce and carry out the duties outlined generally in Article 7 of said Agriculture and Markets Law and of any provision of this Chapter.

§ 150- 22. Unsupervised dogs.

No person shall tie, fence or otherwise confine any dog out of doors unless such dog's owner or a person of suitable age and responsibility who is capable of controlling the dog and who has agreed to control the dog is present on the premises during the entire time said dog is thus tied, fenced or confined.

§ 150- 23. Dog kennels.

A. No dog kennel as defined in § 300-4B of the Zoning Law of the City of Newburgh shall be permitted within the City of Newburgh except within C-2 (a), I-1 and I-2 Zoning Districts as such are defined in the Zoning Law.

B. No dog kennel shall be constructed, kept or maintained:

- (1) In the front or side yard of any dwelling; or
- (2) On the premises of any two-family dwelling or multiple dwelling or apartment house, except with the permission of an owner of the premises who uses such premises as his actual residence and domicile.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

ORDINANCE NO.: _____ - 2010

OF

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH
IN RELATION TO FEES FOR DOG LICENSES

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

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

§ 150-15(C)	Dog licenses. Fees for dog licenses shall be charged as follows:	<u>Spayed or neutered dog:</u> <u>\$7.50, plus \$1.00</u> <u>Agriculture and Markets population control fund surcharge</u>
		<u>Unspayed or unneutered dog:</u> <u>\$12.50 plus \$3.00</u> <u>Agriculture and Markets population control fund surcharge</u>
§ 150-16(C)	Replacement Identification Tags	\$10.00
§ 150-18(B)	Redemption of impounded dog	<u>\$35.00, plus an additional \$3.00 for each twenty-four (24) hour period of impoundment for the second, third and each subsequent impoundment of the same dog.</u>

~~Strikethrough~~ denotes deletions

Underlining denotes additions

SECTION 2. This Ordinance shall take effect on January 1, 2011.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Mayor Valentine noted that there was an article in the newspaper Saturday that inadvertently said that the negotiations with the Fire Department would come to a decision on Monday which is not true. There are two Budgets tonight; a Budget that was presented by the City Manager back in September and the twelve positions were not included in that Budget. The Amended Budget that we could vote on tonight if we do not vote on the City Manager's Budget is with corrections, changes and approvals from the State of New York. He said that it is important to know that we are not on our own. On this Budget we needed the approval of the New York State Comptroller's Office which we received on November 18th. The changes that were made were in a response that the Comptroller's Office sent to us on November 10th. Those changes are incorporated in the Amended Budget. In the Amended Budget tonight that this Council could vote on, the twelve positions are not in that Budget. What that means is that as of last Thursday and following conversation that he had with the City Manager today there are still negotiations between the Union for the Firefighters and the City Manager. They are ongoing and they are not over. No decision will be made tonight regarding that contractual agreement because it still has to be finalized between the City Manager and the Union and then it has to be brought to the City Council for a vote one way or the other. Understand that during their voting this evening as an elected body they will not be making a change to that Amended Budget. Lastly, if there are not three votes for this amended Budget that means that the Proposed Budget made by the City Manager would become law effective tonight. We cannot leave without either one or the other Budget being approved.

Councilwoman Bell said that before we receive comments we should have a comparison between the original Budget and this one.

Acting City Manager, Richard Herbek said that the Proposed Budget that was filed back in September has a tax levy of \$18,660,939.00 and the amended is \$18,807,484.00. The homestead assessments remain unchanged at \$746,815,200.00 and the non-homestead at \$140,403,011.00. The tax levy increase that was proposed in September is 41% and the tax levy on the amended is 42% so it is up slightly.

Councilwoman Bell noted that there is not a lot of difference between the Proposed Budget and the amended one.

Mayor Valentine said that because of the correspondence from the Comptroller's Office we then had to add even more to the tax levy because the

original letter from the Comptroller's Office stated approximately 1.1 million dollars that they felt we could not explain and back up in the way of getting revenue. We then went line by line and got back to the Comptroller's Office and brought that number down to about \$122,000.00 so that is where you see that slight increase of about 1%. In that explanation to the State Comptroller's Office, they approved both our explanation and what we were doing to make the adjustments to the Budget. There is not a lot of difference between the two and there are not a lot of changes within the meat of the Budget. It is more just a revenue and expenditure combination than anything else.

Don Debar said that he has been following the Fire Department cuts and it frightens him and reminds him of something that happened in a presentation that documented from 1969 to the early 80's when the City of New York consistently withheld services, particularly fire services, to communities in the city. This slowed the response time down enough so that when the crews got there it was too late for the building and then within a few months there were burned out vacant blocks. This was the most effective urban removal program that the City of New York ever used. Certain areas of the City were targeted because the real estate was wanted so they withheld fire services and removed the call boxes which were part of slowing the fire department down. He implored the City Council to remember that when they go through this Budget that they are going to lose large parts of this city if they cut a dime from the Fire Department.

Lillie Howard, City of Newburgh said that in 2007 when she ran for Mayor she promised to have a forensic audit done to see what was going on with the money in the city and now you see what she was talking about. Remember that we need the Fire Department as well as the Police Department. She hopes and prays that down the road we don't have some firemen or anyone whose lives have been lost because of cutbacks in the Fire Department. We have to work together to turn this city around and stop the hatred and animosity against one another. We are all human beings so we have to work on turning this city around to make it become what it once was known as "The All American City".

Yaakov Sullivan, 21 Overlook Place submitted and read the attached statement (copy attached).

Virginia, City of Newburgh said that she doesn't understand most of what is being talked about. She has worked in the City of Newburgh for about fifteen years and she owns a home and has raised her children here. She has friends who don't live in the City of Newburgh who pay less tax than she does and they have more land. She does what she has to stay in her home and felt lucky that she still has a home but now she is scared that there won't be a

fireman to come to her home if there is a fire or a police officer if there is a crime. Will there be water and heat in her home if she can't afford to pay the bill? She is not sure what is going to happen. Last year the services were fabulous during the huge snowstorm that we had but this year she keeps moving her car from one side of the street to the other and she doesn't know when the last time was that she saw someone clean her street.

Lorraine Robinson, City of Newburgh said that she loves all of the firefighters. They saved her father when he went back into his house to get religious items and his cat and they gave him oxygen. We need to keep the fire station open to save lives and instead we should close the Imperial 400 Motel where there are child molesters and drug dealers and it is a house of prostitution. This fire station came to her when her smoke detector was beeping and she was scared. One fire station is not enough in this City. What will the department do if there are two buildings next to each other that are on fire which one do they save? God forbid there was a fire in one of the Council member's buildings and the fire department on Grand Street was busy with another fire where do they go? She feels that removing fire boxes would be horrendous because they are attached to Hospitals, places of worship and schools.

Barbara Smith, Powell Avenue said that the Council was told by auditors when they wanted a bond to be issued that the City's revenues are generated on a large part by real estate property taxes and there can be no assurance that such tax revenues over time will be maintained at any level or received on a timely basis by the city. General economic conditions affecting the City including unemployment, inflation and unexpected events such as termination of major commercial operations in the city or a natural catastrophe could adversely affect both the assessed value of land within the city and the ability to make timely payments of their taxes. That is what the Council was advised when they went to bond in 2008. Further comments were submitted and read by Ms. Smith. (copy attached)

Janet Gianopoulos said that she appreciates the firefighters and this is an extremely tough Budget but whether there is a 69% or 79% impact she would rather see it as a move toward right sizing. She heard someone mention that there will be a cascading effect and there is another large impact on the school system. There are eight properties within the City of Newburgh that belong to the Newburgh Enlarged City School District and we have to pay taxes for that system as well. She thinks we need to look at right sizing and do what is ours to do and face the fact that these types of changes are happening all over the Country. She hopes that for the next year everything will be carefully looked at so that perhaps we can further right size and get a tax that in the future people will be living with and that the city will be moving

upward. She is very happy in the City of Newburgh and she hopes that she can stay.

Gay Lee, City of Newburgh said that she is not happy and this Budget is outrageous. It has done nothing but confuse everyone and she doesn't understand how services can be cut and taxes increased again. She thinks that when the Budget is approved you will be sending a loud message to the voters and they should take the Mayor's advice to vote them out if we don't like what we see. We need to put this to a stop and let our voices be heard. Every election they come around asking for our votes and making promises. We need to make sure in this new election that we have people who are not interested in draining the pockets of this city of its residents and services. This needs to stop and we need to get rid of anyone who votes for this Budget and get rid of the City Manager who actually put this together.

Timothy Hayzill, City of Newburgh said that Newburgh is one of the most dangerous cities in the State of New York and Census track four and five is one of the most economically depressed areas in the State. An increase in taxes will increase crime and put people out on the streets. We will turn into Beirut. They are firing firemen and adding police because they know what's coming. This has to change because we can't keep living like this so come time to vote we have to straighten things out.

Michael Sussman, Chester said that he was Chairman of the Newburgh Community Action Committee for five years and is now a member of the Board. Newburgh is not acting in isolation and the decisions will have profound impacts on the citizens as well as send a message about poor institutions across the Country. The message has to be very clear from the elected officials, County officials and State and Federal Officials. We have no progressive taxation in New York State. We spend a hundred billion dollars a year in wars that have no legitimate purpose. We are operating here by distributing crumbs from one pile to another without vision of the broader social and economic policies that are affecting everyone in this room. There is no industry and it is hard to survive with no engine. Where this is no vision the people perish and there is no vision. The Council should not pass any Budget tonight. They should pass an emergency measure tonight directed to the State of New York and Orange County that says we are in no position to pass a Budget. We cannot in good conscience lay off members of the Fire Department or Police Department. They must speak to the County Executive and the newly elected Governor.

Katha Jackson, 5 Odell Street said that she has lived here for most of her life and she fell for the campaign promises hook, line and sinker. Like a lot of Americans today she is losing trust in the Politicians so she is going to fight

and not take this anymore. When she heard that taxes will be going up 60% she wonders what they are paying for. There are no playgrounds for the kids and they have to worry about gangs and guns. What do we have here that constitute such a humongous tax increase? She is sure that this city has been given plenty of grant money and she doesn't understand what happened to that money. They need to know how the money is broken down. Why lay-off the firefighters and police officers? It has been the same song in the City of Newburgh over and over again and nothing has been resolved.

Jack Carlstrom, City of Newburgh said that he is 83 years old and he knows that the Fire Department, Police Department and CSEA didn't cause this problem. It was caused by the inability to govern with a unified force. This will have a big effect on anyone coming to this city and they would have to be a fool to come here with no police and fire department.

Cynthia Fraley, Grand Street said that she moved to Newburgh on purpose six years ago. A lot of the vacant buildings in the city are owned by the city so if we cut the Fire Department then those buildings are going to burn down which she thinks is insane. She was robbed a few weeks ago and was told by the police that the crime rate is up and the criminals know it so if there is a stabbing or shooting in the city then there will not be enough officers for someone to go to her house. She lives near the Old Town Cemetery and following a storm there were tree branches from a large tree that came down sitting on the tombstones for weeks before they were removed. That cemetery is from 1713 and she feels that that is so disrespectful to the history of this city. There is also a mausoleum at that cemetery that was vandalized and broken into over a year ago and nobody has bothered to close the crypt which she feels is criminal negligence. She also lives near a building that blew up and burned down to the ground about two years ago. The owners of that property have been allowed to let that building sit in that state which has become a dumping ground so how can we expect the people who live across from it to have any self respect. We had an outside auditor come in and re-assess everyone and if that passes then we could all ban together, have a civil lawsuit and have that tax increase money put into an escrow. She has worked so hard on a building that no one has every lived in and every dime she has goes into it. She thinks it is criminal that they want to take more money from her for working on her property to make it livable.

Ms. McNally read the remainder of the statement submitted by Barbara Smith. She noted that she grew up in Newburgh. She left but returned seven years ago and was shocked at the changes that this city has incurred. Her parents are elderly and own a home here. They can't afford even a 41% tax increase which is immoral. Someone mentioned earlier about a forensic analysis accountability of this city and she agrees that it should be done.

Where is the money being spent? You are going to drive the homeowners out of the city. She has heard that either way one Budget or the other will be passed tonight so she feels that they are being told that they have no voice.

Ariyike Diggs, 10 Bayview Terrace said that what is going on in Newburgh is not normal and wished to compare some numbers. In Beacon, their deficit is 1.8 million dollars. In Newburgh, we are about 15 million. In Beacon, their taxes are going to go up by about 27% but after the assessment of houses was done to show that the values have gone down, they will be paying an 18% increase compared to what she understands is now 69% for Newburgh. To break that down a little more, if you own a house that is valued at \$300,000.00 in Beacon they will pay \$303.00 more next year but for that same house in Newburgh you will pay \$1,429.00 more. In Beacon they are not having any lay-offs from their workforce where in Newburgh fifty-eight people will be laid off. In terms of violent crime, FBI statistics for 2008 showed that Newburgh was listed as Number One in New York State.

Sam Conte, Local 589 said that the Fire Department has been negotiating for eighteen months to try to get somewhere with the City Manager to no avail and the Mayor now says that what we couldn't achieve in that time we will achieve in the next month. We have to get the City Manager to negotiate in good faith and get things going. The Fire Department has offered a million dollars in give-backs for the next two years to keep the services, to keep the City safe, to keep Engine Three open and to keep twelve firefighters from being laid-off who have bought homes here and who are dedicated to the City of Newburgh. He thanked all the firefighters who came tonight to support them. They want to give the City a ray of hope which is why they have offered these concessions to keep public safety but it has fallen on deaf ears. No matter what they brought to the table it has been rejected. If they haven't been able to do this in eighteen months, he doesn't know how they are going to get it done in one month.

Noah Spencer, said that he brought his business here from Chester back in 2004 and right away the block his business is on was made into a no parking zone. They fought that for six months and as a result he lost business. He was a Legislator for four years and his district was Chester, Warwick, Monroe and Tuxedo. He sat on committees that each month had grants available for Orange County and every time a company came in for an IDA grant they were ushered outside of Newburgh so why was no one there from Newburgh lobbying for that. When the College was coming here he voted for the other part of the City of Newburgh but it was up to the last day that anyone from the City of Newburgh campaigned to get the College in the middle of Broadway.

Mayor Valentine said that that is not true.

Mr. Spencer said that he has to pay the taxes here too and each time a company tries to come into Newburgh there is nobody lobbying. He knows what we are facing and he suggested that they start lobbying the County and start getting businesses here so that our infrastructure can be taken care of, our taxes can be paid by those corporations and jobs can be created.

Aquanetta Wright, 197 N. Miller Street said that she ran for County Legislator but lost four to one to Harvey Burger who is never in the room and has never attended one Economic Development meeting this year or last year. If people want to know where the money is, it's not coming here through him. She has been coming to these meetings for twelve years and realized that nothing is going to change no matter what we say or do. She agrees with Ms. Smith's comments to apply for tax breaks because her partner is a senior citizen and a disabled vet so they will be applying for tax cuts this year where they have never applied for them before. There is no difference from last year. It is the same picture to lay-off people and raise taxes. What's different? What will be different next year? We need to come up with some creative ways for fees. She sees that cuts are being made to emergency services but what about non-emergency services? Let's look at some of those people and not the people who can protect us in a fire. If we don't vote tonight, what can we do?

Pat Berardinelli, City of Newburgh and Orange County Legislator said that a week or so ago he sat with the Council and gave them some ideas that he thought might be worthy of bringing back to Goshen and the only comment he received was a question of why the County isn't doing more for Newburgh which came down to sales tax. He wants the record to be set straight. The proposed amount of money that the County will be giving to Newburgh is \$8,298,106.00 which is more than any other municipality will be getting. The City of Newburgh has a thirty-nine million dollar Budget and if you take eight million dollars off of that how does that justify a 41-42% increase in taxes and the threat of losing firemen, police, sanitation and homeowners. He is not here to make accusations just to set the record straight on the amount of money and what the County is doing for the City of Newburgh. It would be great if we could do more but that will be up to the three cities when they negotiate for a new Sales Tax Revenue Sharing Contract. Some of the accusations that are being made are true and others are not. He reiterated a previous comment that this didn't just happen overnight. He wished the Council well and agrees with the people that this should not be passed. Send it back to Albany and tell them that you need help.

Karen Mejia, City of Newburgh thanked the Council for their services as well as the department heads and city workers who reside in the City. She said if she could she would change the Charter so that we are not sitting at meetings hearing elected officials say that unless one Council member has two

additional votes or a three vote it is invalid. She would change the meeting format so that at every Council meeting we are discussing the Budget, safety issues with reports from police and fire and economic development opportunities. She would find out where the money has gone and file lawsuits and hold individuals accountable. She will be telling her fellow neighbors to be active, engaged, involved and vocal. She hopes that we are not here again next year with another 70% increase.

Gabrielle representing her parents who have been residents in the City of Newburgh since 1959 said that they are living on a fixed income and this tax hike would be devastating not only to them but to many people in this city. We all know that this problem didn't just start yesterday but it is time for us to get busy and fix it. She personally has experienced two fires in two different homes and to cut fire safety to her is ridiculous. To think that someone could die just because the firefighters aren't getting the support is just unbelievable. In most businesses, the fat is trimmed first so wherever the fat is we need to look at it. Councilwoman Bell has some great ideas about cutting some people from full-time to part-time instead of losing their jobs. We have to think about the future of our children so we have to get down to business and fix this. We don't want to be here next year singing the same song.

Roxie Royal, City of Newburgh said that she was speaking for the senior citizens in this city and they cannot afford any more taxes. What are we paying for? They are going to cut firemen, police and public works. Just drive around this city and you will see what we need. If you cut the Public Works Department, you won't be able to walk the streets or drive. All of our safety is at risk with the cutting of police and firemen. We all know the crime rate in the City of Newburgh and this city cannot afford any more cuts. We are all saying the same thing and if things go as Mayor Valentine noted earlier then we should have just stayed in our seats. He said that a Budget will be passed tonight whether it is the amended or proposed and she hopes that they will reconsider that.

Denise Ribble, City of Newburgh submitted and read the attached statement. (copy attached)

Michael Gabor, Grand Street said that he is a resident and he has a business here and he feels that he is looking dumber every day for making the decision to live here in this city and for attending every single Council meeting for the past fifteen years where he feels he has basically been ignored. The last time the city had a decent Budget was ten years ago. There are two people on the Council that he feels have constantly voted on the wrong side of everything. It is now personal because they are destroying the lives and dreams of the people in this city. He asked what we are getting for our money.

The Acting City Manager is getting \$160,000.00. Do you know how many people would apply if you put that out there? There are a lot of people that would jump for that job with that salary. Instead we have someone who plays the game and continues to put this city in the dumpster. He doesn't even live here and he has to understand that we have to do something more than raise our taxes. Why are we going bankrupt? The Council has to go to a higher level to get support because we cannot accept this Budget as it stands.

Chet Hayes, retired firefighter for the City of Newburgh said that every one of these guys is great. They are the best we've got and God forbid that there arises any death or injury from any lay-offs because that will rest on the shoulders of the City Council and they will have to sleep with that at night.

Kevin Burke, Downing Film Center said that as the Council makes this vote tonight they need to ask themselves if they are voting with courage or with reservation. We want leaders who are courageous and who have vision.

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

The roots of the current crisis in which Newburgh finds itself are too complicated and convoluted to decipher into plain English. What is clear is that a history of incompetence, poor leadership, lack of vision and oversight are responsible for where we unfortunately are at this moment.

There are many people who in the past few years have chosen to move to and invest in this community, joining those tax paying residents who have lived here for decades and have made contributions in so many fields. We moved here because we appreciate the city's history, its physical beauty. We recognized the determination and commitment of many people living here to help make Newburgh a productive, creative engine of NYS rather than a millstone around its neck. We were encouraged by those who took risks and opened businesses in the city; the shops along Liberty St., Café Fair-weather, Caffè Macchiato, the Warehouse, Christine's on Broadway, the shops of councilwomen Bell and Bello, all of them which need and deserve our support and patronage. All of them struggling and thank God we have them. In the arts, we possess many groups that have contribute to a better quality of life: the Symphony, the Chamber Ensemble, the Downing Film Center, the performances at the Ritz, the Actors' Studio and our latest new theatre, the Railroad Playhouse. We have a beautiful historic district that rivals any in the state. We have an historic park designed by the father of the American conservationist movement. And yet

We find ourselves penalized for another year with an astronomical rise in our taxes due to all of the above mentioned reasons. The agency that should be our elected guardian and prevent us from falling deeper into the pit that now seems bottomless has become our executioner. Where is our leaderships vision of who we are and where we are going? Why do so many of our residents, who for the past few years have offered proposals for discussion, given input for devising creative strategies, feel they have never been seriously listened to or their proposals considered. How can our city remain solvent when our tax rates will force home owners and businesses into closing or abandoning their properties? How will we attract those who have expressed a desire to move here and add to our tax base? How can we provide for any sort of economic development and job creation when Newburgh has taxes that rival wealthier communities but without providing the same level of services? What confidence can you offer us that this additional cutting not **to** the bone but **into** the bone will lead to future solvency and economic growth? With this situation, we have become a pariah, a place that other are suspicious of lending to or considering for grants, a place known for its crime rate and teen pregnancy rate.

For me personally, it can all be summed up in an incident that occurred during a city council meeting held this past summer. The Newburgh Heights Association expressed its profound anxiety over the likelihood that Dr. Jerome H. Blue would be able to implement his plan for renovating the Liberty St. School. We suspected he did not have the 70% up

front funding that was, by contract, required to take possession of the property, one which is so important to the residents of the Heights neighborhood. And yet...and yet... We know where that debacle ended up and who is now responsible for abating the asbestos in an historic building that continues to deteriorate.

It is time that the citizens of this city consider options not seriously thought of until this dire time. Some options may not be doable, others may require legislative work, but we need to do something. We feel ourselves deserted and we can no longer support more of the same old, same old. We have nothing left to give. We need to think this through, all of us, as to what we can do to reform this current system of government. We need an elected city government that inspires, that is creative and innovative in its solutions, and is responsive to the residents of the city and exhibits a sense of vision and direction in defining who we are as a city and where we are going from here.

Yaakov Sullivan
21 Overlook Pl.

*Have put this on
minutes.*

What are we doing this evening? You are committed to pass a budget because this is the last meeting in November. Why are you doing this? The tax base that you are basing this budget on is bogus; it is as phony as a three-dollar bill.

What percentage of 2010 taxes has not been collect this year? If those taxes have not been paid how do we base a working fund for 2011 on uncertain and unstable tax projections?

Have you considered the cascading effect of levying an unrealistic tax on the people? Because I have made a choice in the past not to pursue tax breaks and pay full taxes, I can assure you that you are forcing me to seek any tax deduction that I am entitled to claim. I will encourage all taxpayers to do the same. Ask yourselves, what are we asking people to do, in order to live and not lose their homes? We take two steps forward and five backwards. Will homeowners need to rent out portions of their home to make ends meet? What effect will this have on zoning, code, and compliance?

Why do you allow those who know little about this city or choose not to live in this City and receive a salary from the taxpayers of this city, guide and intimidate you into making unsound financial decisions? Council members Bello and Bell and the public have offered good suggestion to help lower this tax bite, with each suggestion some of you have become belligerent and oft times very defensive. Your conclusions are, it is the fault of past bad budgeting and questionable management practices that have brought us to where we are today. Is it reasonable to assume the taxpayers are responsible for or capitalized on any of the questionable spending. We have no economic development, why should the poor taxpayers be expected to carry the full weight of supporting this government. What are you doing to help, what are you giving up?

I will read just a portion of conclusion in the budget package signed by Mr. Herbek. I say to you our City Council, Mayor and City Manager, we have NOT worked together to find areas for improvement.

I ask you do we have to pass this Budget imposing a 71% unrealistic tax increase on homeowners with an \$18.94 per \$1000 of assessed value on business/non homestead property. How many businesses will you drive out of our city, how many homes will be lost?

*Barbara Smith -
11-22-2010.*

We are in a battle. And it is win or lose. This is my resolve – the people of the City of Newburgh will win. The people will overcome the three poisons of greed (corruption), anger (ego) and ignorance (lack of compassion). I resolve that the people will overcome the 3 obstacles (lack of commitment to goals that help the people, lack of consistency and integrity of process in policies and practices and lack of follow up) and the 4 devils (lack of priorities, work plans, timelines and accountability for outcomes).

I invite the Council, City staff and most importantly all of the people who live here to be involved in the reform of Newburgh. When you get your tax bill in January remember who brought it to you. When you get your tax bill, will it be too late – and still no plan, just business as usual.

I suggest you join with me in requiring the Council we elected and the City staff our tax dollars pay to demonstrate how they will improve things in 2011. In the areas of increasing revenues, improving tax base, cutting expenses and improving quality of life let them state their top 10 goals – every Council member, every Department head and their staffs. The Council and City staff must then come to consensus and agreement on the priority order – with a projected work plan to address existing, ongoing and new workload, resources needed (who will be responsible for what), a budget/fiscal analysis, time line for implementation and monitoring, as well as criteria for evaluating outcomes.

Let's give a few examples – let's consider the request of Council to see a resolution adopting a local law to allow for installment repayment of delinquent taxes, the April auction, addressing outstanding concerns like the Leyland agreement or finishing up with the Land use Plan and Zoning recommendations. Is it important to decide how to allocate the 108 and KNEC funds for Crystal Lake loan repayment, abatement and the Newburgh builds Newburgh Hiring and training center? Where does the land disposition into the Land Bank fit into the priorities? Do you want the pool to be open this summer or the Armory to move forward into phase 2? What is the process for decision making on RFP's, operating agreements and Charter review to accomplish these things? Where does cleaning up our grant documentation for reimbursement or negotiating contracts, especially regarding health care benefits fit in? How about phase 2 of the City's IT upgrades or payment on line for tax bills? What do your constituents think are the priorities and how will you include them? Do some projects have logical sequencing that will improve outcomes? What role could volunteer and pro bono work have in sustaining our City?

I suggest that this goal setting, prioritization and strategic planning begin immediately and be presented to the public at the December work session. Consider having a roundtable to include resident input. By January, the public should be able to see the plan and see how the Council and City staff will be accountable to the people.

RESOLUTION NO.: 259 - 2010

OF

NOVEMBER 22, 2010

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND REGENT CONSULTANTS
CORPORATION FOR PROFESSIONAL CONSULTING SERVICES IN THE
AREA OF THE CITY'S INSURANCE PROGRAM AND RISK
MANAGEMENT**

WHEREAS, by Resolution No. 189-2009 of December 14, 2009 City of Newburgh entered into an agreement with Regent Consultants Corporation; and

WHEREAS, the agreement is for providing assistance in the review of the City's insurance program and risk management in the form of consulting services at the rate of \$3,000.00 per month; and

WHEREAS, said agreement is about to expire on December 31, 2010 and it is now necessary to extend this agreement for an additional two months; and

WHEREAS, this Council has determined that extending this agreement 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 extend the agreement with Regent Consultants Corporation for an additional two months, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of 3,000.00, the cost shall be derived from M.1710.0400 for consulting services in the review of the City's insurance program and risk management.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

259-10

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2010, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and REGENT CONSULTANTS CORPORATION, a firm with principal offices at 544 Broadway, Massapequa, New York 11758, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning January 1, 2011, and ending on March 1, 2011 or earlier upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within thirty (30) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole

or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or

unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

Notwithstanding the above paragraph, the business of VENDOR is one of giving advice to its clients and not selling insurance. VENDOR must rely on the information provided to us by CITY, its brokers and insurance companies. Accordingly, the CITY agrees to indemnify and hold harmless VENDOR, its employees and officers, for any damages in excess of fees billed to CITY during the twelve (12) month period preceding the date of any claim or claims.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its

officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages

due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court

with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to

this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

REGENT CONSULTANTS CORP.

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
PHIL PLATZER
PRESIDENT

DATE: _____

DATE: _____

SCHEDULE A

SCOPE OF SERVICES

Regent Consultants Corporation shall perform the following duties:

1. Furnish the City of Newburgh advice on matters relating to property casualty, and workers' compensation insurance;
2. Perform a risk analysis of the City of Newburgh static loss exposures and submit recommendations including , but not limited to the cost effectiveness of insuring, self-insuring, non-insuring and transferring its risks to third parties;
3. Review all insurance policies, endorsements, audits and premium invoices received by the City of Newburgh during the term of this contract from its carriers, brokers, or agents and forwarded to City of Newburgh;
4. Inform City of Newburgh concerning changes in municipal insurance laws, rules and regulations and other matters which affect the City of Newburgh insurance program;
5. Provide maximum assistance in obtaining from the insurance brokers and/or insurance carriers all appropriate loss experience data pertaining to the insurance coverages specified in No. 1. above;
6. Review all loss experience data specified in No. 5 above and as a result of such review submit recommendations to achieve the most appropriate insurance coverages at the lowest possible insurance premiums with particular emphasis on the feasibility of self-insured retentions and deductibles;
7. Meet with the City of Newburgh representatives a minimum of two times each year and be available for at least one City Council meeting;
8. Assist City of Newburgh in the preparation of the City of Newburgh insurance budget;
9. Assist the City of Newburgh in the preparation of insurance specifications when RCC/City of Newburgh recommends that specifications be written in order to obtain competitive proposals for various insurance coverages;
10. Evaluate competitive proposals outlined in No. 9 above and interpret findings and make appropriate recommendations to the City of Newburgh to achieve the broadest insurance coverage at the lowest possible cost;

11. Implement risk management procedures including avoidance of loss, loss control, non-insurance transfers of risk and risk retention techniques;

12. Act as an information resource to the City Manager and Department Heads and participate in the formation and implementation of a City of Newburgh Safety Committee.

The City of Newburgh agrees to:

1. Notify RCC of any additions or deletions in property or operations which may affect the insurance program;

2. Review specifications prepared by RCC for accuracy;

3. Furnish to RCC copies of all insurance policies, endorsements, audits, loss data and other information pertaining to the insurance program;

4. Furnish copies of letters and/or communications pertaining to City of Newburgh's insurance program;

5. Provide RCC with mutually acceptable dates and agenda items for the meetings outlined in No. 7 above.

REGENT CONSULTANTS CORP.

~Insurance Consultants / Risk Management~
544 Broadway-Suite 206
Massapequa, New York 11758-5042
E-Mail: Phidelli1@aol.com

Philip Platzer, JD, ARM, CPCU
President

TEL: (516) 541-0021
FAX: (516) 541-1964

October 27, 2010

Mr. Richard Herbek, Acting City Manager
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550

**RE: Property & Casualty Insurance RFP – Due Date: December 2, 2010
Review of Submissions with City Management: December 7, 2010**

Dear Mr. Herbek:

It is a pleasure to have the opportunity of working with you and your colleagues.

Pursuant to our conversation regarding captioned, I believe it will be prudent for the City to extend our agreement for insurance consultant/risk management services (Resolution No.: 189, 2009), which is due to expire December 31, 2010, for an additional period of 2 months, extending same to March 1, 2011.

We anticipate that you and the City's Council members will make an insurance renewal decision, based on our analysis of the RFP results, by mid-December. This will require implementation of the renewal coverage and careful screening of the services, costs, etc. of the successful proposer.

At this time, we cannot forecast the results of the RFP inasmuch as we included options which encompass varying amounts of self-insurance retentions for consideration, as well as varying deductibles and first dollar insurance coverage.

We are all in 100% agreement that the loss control/risk management infrastructure, which you have unequivocally supported, will reap the benefits of reduced costs and injuries and appreciate the support we are receiving from your department heads and operating personnel.

Sincerely yours,

REGENT CONSULTANTS CORP.



Phil Platzer
President

PP:pc/Newburgh.RH.10.27.10

<Via E-mail & 1st Class Mail>

Website: www.regentconsultants.com

RESOLUTION NO.: 260 - 2010

OF

NOVEMBER 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A SUPPLEMENTAL LETTER AGREEMENT WITH THE
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
IN FURTHERANCE OF THE INTER-AGENCY AGREEMENT
WHICH WAS EXECUTED PURSUANT TO AUTHORITY
GRANTED UNDER RESOLUTION NO.: 201-2005 OF SEPTEMBER 26, 2005
FOR CALENDAR YEAR 2011**

WHEREAS, by Resolution No.: 201-2005 of September 26, 2005, the City Council authorized the City Manager to enter into an agreement with the City of Newburgh Industrial Development Agency authorizing the mutual cooperative exercise of their respective municipal and lawful powers for projects and purposes in the best interests of the City of Newburgh; and

WHEREAS, it has become necessary to supplement said agreement for calendar year 2011; and

WHEREAS, this Council has determined that entering into a supplemental letter agreement is in the best interests of the City of Newburgh and the City of Newburgh Industrial Development Agency;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is authorized to enter into a supplemental letter agreement with the City of Newburgh Industrial Development Agency in furtherance of the Inter-Agency Agreement which was executed pursuant to authority granted under Resolution No.: 201-2005 of September 26, 2005, for calendar year 2011.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

260-10

(CITY MANAGER LETTERHEAD)

November , 2010

Dr. Joshua L. Smith
Chairman
Newburgh Industrial Development Agency
83 Broadway
Newburgh, New York 12550

Re: Sharing of Resources Agreement

Dear Dr. Smith:

This is to confirm, in furtherance of the Inter-Agency Agreement by and between the City of Newburgh ("City") and the City of Newburgh Industrial Development Agency ("IDA"), dated on or about September 26, 2005, that the IDA has agreed to share certain City personnel costs (excluding benefits) and the City has agreed to provide certain personnel services to the IDA, for calendar year 2011, as follows:

Director of Planning and Development (28.3% of time) (to perform Administrative Director services for the IDA)	\$24,596
Office Manager (15.1% of time) (to perform clerk/secretarial services for the IDA)	7,150
City Planner (11.48% of time) (to perform planning services for the IDA)	8,000
Records Manager (9.44% of time) (to perform recordkeeping/retrieval services for the IDA)	<u>5,746</u>
Total	\$45,492

We understand that the IDA shall make payments to the City for these services as follows:

April 1, 2011	\$11,373
July 1, 2011	11,373
October 1, 2011	11,373
January 1, 2012	<u>11,373</u>
Total	\$45,492

In addition, it is understood that the IDA shall reimburse the City for out-of-pocket disbursements including but not limited to those for photocopying and postage, payments for same to be made to the City on January 15, 2011 for such disbursements for the period of October 1 - December 31, 2010; April 15, 2011 for such disbursements for the period of January 1 - March 31, 2011; July 15, 2011 for such disbursements for the period of April 1 - June 30, 2011; October 15, 2011 for such disbursements for the period of July 1 - September 30, 2011; and on January 15, 2012 for such disbursements for the period of October 1 - December 31, 2011.

Please signify your agreement to the foregoing arrangement by signing the duplicate original copy of this letter and returning it to me.

Sincerely,

Richard F. Herbek
Acting City Manager

The foregoing arrangement is
hereby agreed to:

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

By _____ Date _____
Joshua L. Smith
Chairman

RESOLUTION NO.: 261 - 2010

OF

NOVEMBER 22, 2010

**A RESOLUTION IN SUPPLEMENT TO RESOLUTION NO.: 244-2010
OF NOVEMBER 8, 2010 APPROVING THE CITY OF NEWBURGH'S
CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT
STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2011**

WHEREAS, this Council, by Resolution No.: 244-2010 of November 8, 2010, approved the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2011; and

WHEREAS, it has been determined that it is necessary and proper to establish an itemized listing of the budgeted items; and

WHEREAS, this Council has reviewed such itemized listing attached hereto and made a part of this resolution and has determined that adopting the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York, hereby adopts the itemized listing attached hereto and made a part of this resolution in furtherance and in supplement to Resolution No.: 244-2010 of November 8, 2010 approving the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2011.

Councilwoman Bello moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

CITY OF NEWBURGH - 2011 COMMUNITY DEVELOPMENT BLOCK GRAND ENTITLEMENT PROGRAM

		Total	100's	800's	400's	900's
Administration						
8686.0101.8000.2011	Salaries	\$ 130,700	130,700			
8686.0102.8000.2011	Part-time					
8686.0103.8000.2011	Overtime					
8686.0107.8000.2011	Longevity	2,500	2,500			
8686.0110.8000.2011	Temporary					
8686.0810.8000.2011	CSEA State Retirement	15,403		15,403		
8686.0830.8000.2011	Social Security	9,083		9,083		
8686.0835.8000.2011	MTA TAX	479		479		
8686.0860.8000.2011	Health Insurance	8,508		8,508		
8686.0870.8000.2011	Life/Dbl Insurance	378		378		
8686.0413.8000.2011	Dental	1,671		1,671		
8686.0421.8000.2011	Employee Assistance Program	38		38		
8686.0441.8000.2011	Office Supplies/Postage					
8686.0443.8000.2011	Telephone					
8686.0444.8000.2011	Printing	-				
8686.0448.8000.2011	Equipment/Repairs-Maintenance					
8686.0453.8000.2011	Rental of Equipment					
8686.0461.8000.2011	Audit Services					
8686.0462.8000.2011	Dues & Subscriptions					
8686.0463.8000.2011	Travel	1,000			1,000	
8686.0923.8000.2011	Legal Notices/Advertising	1,000			1,000	
	Education/Training	106				106
	Self Insurance					
	TOTAL	170,866	133,200	35,560	2,000	106
In-Rem Stabilization						
8686.0101.8010.2011	Salaries	20,698	20,698			
8686.0102.8010.2011	Part-time					
8686.0110.8010.2011	Temporary- 2FT Equivalents (5-1)	85,000	85,000			
8686.0107.8010.2011	Longevity					
8686.0810.8010.2011	CSEA State Retirement	3,270		3,270		
8686.0830.8010.2011	Social Security	1,583		1,583		
8686.0835.8010.2011	MTA TAX	70		70		
8686.0860.8010.2011	Health Insurance	5,587		5,587		
8686.0870.8010.2011	Life/Dbl Insurance	4,254		4,254		
8686.0880.8010.2011	Dental	73		73		
8686.0891.8010.2011	Employee Assistance Program	16		16		
8686.0413.8010.2011	Office Supplies/Postage	1,112			1,112	
8686.0441.8010.2011	Printing					
8686.0443.8010.2011	Equipment/Repairs-Maintenance					

02-192

8686.0448.8010.2011	Other Services	30,000							
8686.0463.8010.2011	Education/Training	2,000							
8686.0923.8010.2011	Self Insurance	13							
TOTAL		153,676	105,698	14,853	33,112	13			

Rental Housing Activities

8686.0413.8020.2011	Office Supplies/Postage	3,000							
8686.0448.8020.2011	Other Services - (Loans/Grant)	160,000							
8686.0463.8020.2011	Education/Training	2,000							
TOTAL		165,000	-	-	165,000	-			

Home Services

8686.0101.8030.2011	Salaries	72,588	72,588						
8686.0102.8030.2011	Part-time								
8686.0810.8030.2011	CSEA State Retirement	3,970		3,970					
8686.0830.8030.2011	Social Security	8,198		8,198					
8686.0835.8030.2011	MTA TAX	247		247					
8686.0860.8030.2011	Health Insurance	5,553		5,553					
8686.0870.8030.2011	Life/Dbl Unsurance	12,762		12,762					
8686.0880.8030.2011	Dental	1,671		1,671					
8686.0891.8030.2011	Employee Assistance Program	256		256					
8686.0413.8030.2011	Office Supplies/Postage	3,220					3,220		
8686.0441.8030.2011	Printing								
8686.0443.8030.2011	Equipment/Repairs-Maintenance	90,000					90,000		
8686.0448.8030.2011	Other Services - (Loans/Grant)	1,497					1,497		
8686.0923.8030.2011	Self-Insurance	38					38		
TOTAL		200,000	72,588	32,657	94,717	38			

Housing Counseling Services

8686.0448.8040.2011	Other Services	100,000							100,000
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Demolition

8686.0448.8045.2011	Other Services	50,000							50,000
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A Brush With Kindness

8686.0448.8050.2011	Other Services	50,000							50,000
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Scattered Sidewalk/ Street Improvement

8686.0448.8055.2011	Other Services	350,000							350,000
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Small Business Rental Subsidy

8686.0448.8060.2011	Other Services	30,000							30,000
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Small Business Loans						
8686.0448.8065.2011	Other Services	50,000			50,000	
Youth Violence Reduction/Promising Neighborhoods						
8686.0448.8070.2011	Other Services	50,000			50,000	
Section 108 Replayment						
8686.0448.8075.2011	Other Services	85,000			85,000	
PROGRAM TOTAL		\$ 1,454,542	311,486	83,070	294,829	765,157

RESOLUTION NO.: 262 -2010

OF

NOVEMBER 22, 2010

**A RESOLUTION SETTING A DATE FOR THE NEXT CITY OF NEWBURGH
PROPERTY AUCTION AND ESTABLISHING THE GENERAL TERMS AND
CONDITIONS THEREFOR**

WHEREAS, this Council wishes to set the date for the next City Property Auction and to establish the general terms and conditions of such Auction; now, therefore

BE IT RESOLVED, that this Council hereby sets the date of April 14, 2011 for the next City Property Auction and establishes the following general terms and conditions therefor:

1. Approximately one hundred (100) City-owned properties shall be offered for sale at auction, by sealed bid or by negotiation; the list of auction properties to be determined at a City Council meeting in February 2011; and
2. There shall be no owner-occupancy restrictions placed on sale of properties at auction; and
3. Improved properties sold at auction shall be rehabilitated within twenty-four (24) months of title closing.

Councilwoman Bell said that this resolution needs to not be a way for selected people to get selected properties because that has gone on for years and we see that the city has gained no benefit from it. It is very important that the process is followed. The stipulation that none of the properties have an occupancy requirement can't be. She wants to be clear that we observe everything.

Mayor Valentine said that in this auction there is a stipulation that some can be made by a sealed bid or by negotiations which are separate from the auction and could have a home ownership clause. Some are appropriate for home ownership and we will be able to pull those out. When you are at an auction there is a lot of interest in purchasing properties for investment. We will be looking at all of these properties by February or March and we will pull some out for sealed bids and home ownership and the others will be sold

at auction. Part of what they were able to negotiate with the State Comptroller's Office on the amount of money that they can raise by an auction is paramount to this resolution being passed. If it is not passed, it will affect almost \$300,000.00 of a tax because we are saying that we can raise this by having an auction next April which is why we are putting this in place right now.

Councilwoman Angelo said that she would like to recommend to Mr. Lynch that he start marketing this auction immediately because we need to get people into this city.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4

Nays - Councilwoman Bell - 1

ADOPTED

RESOLUTION NO.: 263 - 2010

OF

NOVEMBER 22, 2010

A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH TO PARTICIPATE IN THE 2010-2011 LOCAL GOVERNMENT EFFICIENCY GRANT APPLICATION FOR THE NORTHEAST ORANGE COUNTY WATER SUPPLY IMPLEMENTATION PLAN AND SUPPORTING THE JOINT APPLICATION BY THE NORTHEAST ORANGE COUNTY WATER SUPPLY FEASIBILITY STUDY GROUP TO THE NEW YORK STATE DEPARTMENT OF STATE FOR SUCH GRANT, FOR THE PURPOSES OF SEEKING FUNDING FOR AN IMPLEMENTATION PLAN RELATED TO THE SHARED REGIONAL WATER PROJECT OF INTEREST TO SPECIFIC MUNICIPALITIES LOCATED IN THE NORTHEASTERN SECTION OF ORANGE COUNTY

WHEREAS, the members of the Northeast Orange County Study Group, being Orange County, the Orange County Water Authority, the City of Newburgh, the Town of Newburgh and the Town of New Windsor, share a particular interest in water supply and the prospects of constructing a “regional” water treatment facility which would serve the multiple municipalities in the Northeast section of the County and would provide a sustainable return on investment for all involved parties. Such a project would be consistent with the County’s priority concept; and

WHEREAS, the City of Newburgh is a member of the Northeast Orange County Study Group, and

WHEREAS, the Orange County Water Authority (“Authority”) will be the lead applicant for this grant application; and

WHEREAS, the Authority will be the source of the 10% cash match required in the application regulations by New York State Department of State, and the maximum funding request to the Local Government Efficiency Grant Program for this feasibility study will not exceed \$450,000; now be it hereby

RESOLVED:

1. The City of Newburgh will participate as co-applicant in the above specified application and the scope of work includes a feasibility study for the above mentioned project;
2. The City of Newburgh intends to enter into an inter-municipal agreement which will describe the scope of the shared services in detail;
3. The City Manager is designated as the representative authorized to act on behalf of the City of Newburgh on all matters related to this grant application.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 264 - 2010

OF

NOVEMBER 22, 2010

**A RESOLUTION ADOPTING THE AMENDED BUDGET
FOR THE FISCAL YEAR 2011**

WHEREAS, the City Manager, on October 4, 2010, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2011 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2011; and,

WHEREAS, such detailed estimates has been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 8, 2010 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report #B8-10-23 dated November 10, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2011 as appears in the annexed "City Council Adopted Fiscal Year 2011 Budget" dated November 22, 2010, and the "City Council Adopted Personnel Analysis Fiscal Year 2011 Budget" of same date; and,

BE IT FURTHER RESOLVED, that the sum of \$18,807,484 be levied and raised on account of City taxes for the year 2011 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$746,815,200 for Homestead Properties and \$440,303,011 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and,

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$18,807,484 to be extended and apportioned on said assessment roll at \$14.0941 for Homestead properties and \$18.8091 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and,

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2011 is as set forth in Section 163-3 of the City Code of Ordinances; and,

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and,

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2011, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 3rd day of January 2011, and collect up to and including the 1st day of February 2011, without fees, and to add 5% from the 2nd day of February 2011, up to and including the 3rd day of April 2011.

The second installment commencing on the 1st day of March 2011, and collect up to and including the 1st day of April 2011, without fees, and to add 5% from the 2nd day of April 2011, up to and including the 30th day of May 2011.

The third installment commencing on the 1st day of May 2011, and collect up to and including the 1st day of June 2011, without fees, and to add 5% from the 2nd day of June 2011, up to and including the 31st day of July, 2011.

The fourth installment commencing on the 1st day of July 2011, and collect up to and including the 1st day of August 2011, without fees, and to add 5% from the 2nd day of August 2011, up to and including the 29th day of September, 2011.

In addition thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Bank of America, TD Bank, Citizens, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the General, Water, Sewer, Sanitation and Self-Insurance Funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

Councilwoman Bell moved and Councilwoman Bello seconded to table the resolution.

Ayes - Councilwoman Bell, Councilwoman Bello - 2

**Nays - Councilwoman Angelo, Councilman Dillard, Mayor Valentine-3
DEFEATED**

Acting City Manager, Richard Herbek read the resolution to the audience.

Councilwoman Bell said that this is obscene and immoral. She stated last year when there was a huge property tax increase that this was not the way that we should proceed in terms of raising revenue in this city and that we needed to be creative and think out of the box because it could not happen again this year. She personally made a lot of suggestions as well as Councilwoman Bello and the residents and every one of those suggestions was greeted with, "Can't do that". We can't do this because the taxpayers and residents will have their belongings sitting on the lawn. With a 71% raise the people are not going to be able to pay it and the city will be in a worse position than it is in now. This will make half of this city homeless because when the landlords get the increases then they will pass it on to their tenants and she knows that the tenants in this city cannot afford to pay one more dime. For the taxpayers a lot of their homes are going to go into foreclosure from this irresponsible act. To go a whole year and not come up with one solution other than we are going to raise taxes by 71%? This is an outrage. When someone

has taken their whole life struggling and working two jobs and doing everything that they can to participate in the American dream then you don't have a right to let your greed come ahead of that. Did we go to the Governor?

Mayor Valentine responded that yes, we did.

Councilman Bell said that she invited Pat Berardinelli to come here to come up with some ways that we could consolidate services with the County and he was treated like dirt. He wasn't even treated with respect. He said that we need to put some ideas in writing that he could bring back. How can you sit here and be comfortable? She said that the Councilmember to her right doesn't pay taxes. Another Councilmember is on a fixed income and the other runs a small business. Where are people supposed to get this extra money from? This is outrageous and under no circumstances will she vote to cripple our residents and our city.

Councilman Dillard said that his family paid taxes to this city for over thirty years. He said that they sold their house because it was their right, the family had grown and it was just his wife and himself.

Councilwoman Angelo said that we have a Charter to abide by in the City of Newburgh. The fourth Monday in November is the night that we have to vote on the Budget.

Mayor Valentine reminded everyone that by law if they do not vote on a Budget then the City Manager's Budget will pass. It doesn't go away. The decision is on us. If we say no, then we are \$200,000.00 shy. We went to the Governor's Office and the State Assembly for help and their answer to us was to go raise the taxes. After that they cut our State aid by another quarter of a million dollars. We are almost a million and a half dollars less in State aid than we were a year and a half ago. This is not made up. We don't like this decision but it falls on the City Council to decide whether we are going to do the amended or proposed Budget. He said that he went to the County Executive because they have the money and we don't. He asked them to give us a 2% increase in sales tax and they said "no". He asked our County Legislator to come lobby with us because it would be another \$970,000.00 for the City of Newburgh every year but we were told that we would not be able to change that. To say that we did not try is totally untrue. To say that we did not exhaust every possibility when we went to the State is not correct. We wanted a Control Board because it would have taken all of the Union contracts and put them into a different set of hands but the Governor's answer to us was that he didn't have time. They told us that they couldn't be bothered and we would have to go back and figure it out so we came up with the Budget that we are looking at tonight. Does anyone honestly believe that any one of the

Council members likes this? What would be the financial gain that they are getting? He said that he is not immune to this. He has a homestead and a non-homestead property so he is paying taxes like everybody else. He has lived here all of his life and he has had his business for forty-five years. He chooses to stay here though. He doesn't like this but we can't just stick our head in the sand and think that this is going to go away because is isn't. We could all vote no tonight but all we will have changed is \$200,000.00. We still have no contracts with anyone, still haven't figured out what's going on with the firemen and the only change on the tax increase will be from 46⁰% to 47⁰%. If we all vote no, then tomorrow morning we call the State Comptroller's Office to tell them and what kind of a message does that send. We have asked the State Comptroller's Office to assist us so that we can get the financial aid and the borrowing power to pull ourselves out of this mess. He said for everyone to please understand that where we are, we as a Council are boxed in. If there was a way out of this, we would have been discussing this two and three months ago. There is no way. He stands by every one of his decisions. He added that the City Council does not agree with lay-offs of the Fire Department but they are still in negotiations which go down to the wire. They have instructed the City Manager to continue to negotiate which is what they are doing right now. He said that he is going to take this to a vote and keep in mind that if you do not achieve three votes on this then it reverts back to the Proposed City Manager's Budget of October 12th instead of the amended one.

Councilwoman Bell moved and Councilman Dillard seconded to adopt the resolution.

Ayes - Councilwoman Angelo, Mayor Valentine - 2

Nays -Councilwoman Bell, Councilwoman Bello, Councilman Dillard-3

DEFEATED

OLD BUSINESS

Mayor Valentine noted the items under Old Business will be held until the December meetings.

GENERAL COMMENTS FROM THE PUBLIC

A resident said thanks to Councilwoman Bell for her comments at last weeks meeting to cut civil service jobs and to cut sanitation and hire a private agency because she thinks that would help a lot.

Gay Lee, City of Newburgh thanked the Council for their vote and said to get back to the drawing board.

Kippy Boyle, City of Newburgh asked if the City Council addressed the Corporation Counsel to explain that if they voted no on both Budgets then wouldn't the State still have to come back to approve something.

Mayor Valentine said "no". By us voting no the Proposed City Manager's Budget carries. That is now the Budget for next year which means that tomorrow the City Manager will have to find \$200,000.00 in cuts within that Budget because he can't raise any other revenue.

Ms. Boyle said that they all get to go back to the drawing board. They had two months to look at this Budget and they only came back within the last two weeks with thoughts on how to reduce it. Ideas were given and they can start collecting from parking meters and going to the landlord registry. When the Auction happens, instead of allowing reverter clauses to be extended for \$250.00 they should be increased to \$5,000.00. These are some ideas that could have been used. Remember that the Acting City Manager stated when he first came here that he doesn't do Budgets.

Yaakov Sullivan, 21 Overlook Place said that the real fear that most of us have is that we will come back to this night next year and we will be hearing the exact same thing. Raise taxes and cut services. Last year they did the same thing and what has improved? What credibility do they have for the people to have faith in them that they will be telling them anything different for the future of the City of Newburgh? People will struggle and support them if they feel that improvements are being made. The fear is that they will be in a deeper hole next year and the fact that they are not listening.

Lillie Howard, City of Newburgh said that it saddens her heart because games are being played and people are not being given the real story. Why would the Comptroller leave when she was not on the job that long? Rumor has it that she discovered something and got out of there. For too long we have allowed the misappropriation of funds in the City of Newburgh to go on continuously. That is why the State doesn't want to deal with the City of Newburgh because they know the real bottom line. This is a game that people

play. We are talking about firemen and police being laid-off putting our lives in danger. We all need to bring a change to this City because it is time.

Cynthia Fraley, City of Newburgh said she believes that the new Governor knows where the City of Newburgh is and for the Mayor to walk away in the middle of a vote is disrespectful. Also, they are not an audience because this is not a show and she is not here for entertainment but for the quality of her life and the people who live in this City. The reason that the State won't give us any more money is because we do not have a history of accountability. Remember a few years ago when we were voting on a four hundred million dollar new courthouse that was going to be built by us and we were going to pay for. We were going to let someone own it and then buy it back from them at market value and the reason it was being forced on us was because we had spent \$200,000.00 for architectural drawings. That is how we run this city and that is why people are up in arms about it. We are trying to survive here.

Bill Horton, City of Newburgh firefighter said that they are not walking away. They have been negotiating for two years with this city for their safety and the safety of the residents. They will do whatever they can to maintain services in this city so that lives are not placed in jeopardy.

Aquanetta Wright, City of Newburgh said that she spoke too soon earlier. This is the first night that she saw the people have an impact on the Council to the point that someone changed their mind. Right or wrong she thanked Councilman Dillard.

Councilman Dillard said that he didn't change his mind. He knows that this process is flawed and he went along with it but he already knew what he was going to do.

Ms. Wright asked what we do now as far as thinking outside the box and doing something different. There was talk tonight about selling more real estate and she said that she submitted a FOIL asking for the expenses and revenue from the last auction. What she received was a copy of the resolution and a publication from the auction. We only sold \$7,750.00 in properties but her question is how much did we spend? She thinks that the auction was well done and well publicized but she knows that it costs big bucks to play. Although she submitted a FOIL for it she never received an answer and she feels that the public has a right to that information.

Barbara Smith, City of Newburgh noted that Councilman Dillard said that he made up his mind and he knew what he was going to do so when Ms.

Bell and Ms. Bello offered suggestions in cutting back for a more respectable tax increase why did he not support them because it would have been better than where we are today. Now our City Manager must go back to the Budget on his own and look to remove something.

Councilman Dillard said that you can't have it both ways.

Ms. Smith said if they did not do their due diligence to help reduce the Budget by cutting or making some positions part-time the City Manager now has to do it because they turned down the Budget that he must now revert back to. It is up to him now to figure out what he is going to reduce not what the Council wants to reduce. Once he does that will he have to bring it back to the Council for approval?

Mayor Valentine responded with a "no".

Ms. Smith said that the people should know that we are looking at a 41% tax levy increase but that does not include the County tax. Do we have any idea what the County tax will be included into our 41%?

A resident asked if the ten million dollar override on the courthouse and the 1.2 million dollars for the water department have anything to do with the situation that we are in. Moving forward she hopes that we will take a closer look at projects in the future. We need to learn how to respect one another because we are all in this together.

Janet Gianopoulos, City of Newburgh said that it surprises her that after fifty-weeks of opportunities that this is where we are. She wished everyone in the City of Newburgh Peace and good.

Sean O'Shea, City of Newburgh feels like we are in a pit and that there is no light of day. He is concerned about which direction we are going because he doesn't see any positive change. Every four years we vote in a County Legislator and he would like to know what they do and what are they going to do for the City of Newburgh. Mr. Berardinelli only represents a portion of the City of Newburgh. We have a County Legislator who represents the whole City but he is never here. He is tired of this and he wants to see what these people are going to do for us. How many people from our city have jobs at the County Highway Department, County Jail or the County Center? When are people going to represent our interest? We have no interest from people at the State level or Assembly level and now the County level. He would like to know what a County Legislator does because he is not quite sure.

Michael Gabor, Grand Street said it is good to see that there is some kind of difference happening this year. We talk about the County or State

helping out but like someone said earlier without accountability no one is going to give us any money. We haven't proven ourselves. All we have done is continue to dig ourselves the same hole. It doesn't help that we have someone here who doesn't live here and who doesn't have to share the pain. We should be paying the City Manager in commission based on the amount of work done each month. What has he done for \$160,000.00? What has he done to make our lives a little better or to improve the city? What has he done to cut the Budget before today? We knew about this a year ago. How do you agree that this is a job well done and that the City Manager has earned that \$160,000.00?

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that there is nothing left to say. She said to realize that the Police Department gets 48% of the Budget and the Fire Department gets 28% and then it is divided up amongst all the other departments. She suggested that everyone go to the Library and look at the Budget to see how the money is allocated. She is tired of hearing that nothing is ever happening in the City of Newburgh. We have the Railroad Playhouse that will be opening soon which is a good thing happening for the City. Is anyone going to attend the function at the Armory next weekend and show their support to keep that little playhouse going? These Council meetings are like a continuing serial where people can't wait to see what is going to happen. Some things that were said tonight are untrue. She said that she was in support of the resolution because it would have kept the tax levy down but now with the City Manager's Budget it will go up and we have to raise \$200,000.00 more. She said that she doesn't like what the firemen are doing. She always supported them but what is the point in picketing when they are still in negotiations and there is still a chance that they will all still have their jobs and the firehouse will be left open. She doesn't want to see that firehouse close and she doesn't want to see them lose their jobs. How about all of the Public Works employees that work very hard and are losing their jobs? She thanked everyone for coming and wished them a Happy Thanksgiving.

Councilwoman Bell apologized to anyone who felt that she was in any way inappropriate. It is extremely frustrating to be one of two people on a Council constantly fighting to make change on behalf of the residents. She has been saying constantly that we need compassionate government and governance that is going to think about the lives of our people. There is no way that she can say to her taxpayers that they have to take this 71% because she knows how much it will make people suffer. People will be eating cat food and their possessions will be out on the lawns. These people have struggled their whole lives to own a little piece of Newburgh and participate in the American Dream. All they have is what they have here and to strap them down with a 71% tax increase is outrageous. This is not about one person or a few people who work here. It is about the thousands of people that rely on the Council to provide a decent way of life. It is not about voting with who you like or moving forward politically. It is about the lives of the people that she represents. The increase is not going to bring more tax revenue. So many people are not going to be able to pay it that it will be less money. When people can't pay their taxes then the investors will come in and buy the homes for pennies on the dollar then they will hold on to it, clear the town out and then start over which is immoral. For every cause that we make

there is an effect. What goes around comes around and we can't get away with this for ever. These residents and taxpayers didn't make this problem.

Councilwoman Bello thanked every one for coming tonight and for giving their comments. She doesn't think anyone thought that they would go unscathed with rising costs throughout the State and diminishing revenues but she doesn't think that anyone expected to get gored either. She and Councilwoman Bell were determined to trim the fat as much as they could even if they could bring the tax increase down by eight or ten percentage points they would have been thrilled. Last Monday they had a Budget meeting where they recommended some more lay-offs, reducing full-time staff to part-time and eliminating take home vehicles. We pay generous salaries so we shouldn't have to pay to get someone to and from work. They also recommended eliminating paid Intern positions and consolidating police and fire dispatch but one by one in a well orchestrated manner all of their suggestions were rejected. She understands that the Council is not always going to agree but if you are not going to agree and you are going to reject everything that they put forward then they should at least put forward an alternative. She was very surprised tonight to hear the "no" vote but she is appreciative. When the taxpayers receive their bills, they don't have the luxury of making excuses. They can either pay it or lose their homes. For most homeowners their home is their most valuable material asset and for many small business owners their properties represent their retirement and security. It was amazing to her that the excuses she heard from the department head was that they couldn't deal with the inconvenience of having a little less help but yet our taxpayers are still reeling from the increase from last year and they are already making sacrifices. Some of our homeowners are living with deductions in basic necessities like heat, food, medicine and clothing as well as repairs to their homes. Many have to work multiple jobs which means that they have less time to spend with their families. Small businesses in the City of Newburgh are having to raise prices so that they cannot remain competitive. Landlords will raise rents and she is fearful that homelessness will be on the rise because people only have so much money to work with. When she listened to what seemed like petty excuses to her, she had a different frame of reference. On one hand it is a little inconvenient but on the other hand it was a possibility of losing everything that you ever worked for coupled with a total assault on our standard of living and our way of life. For her it was no contest. To her the let them eat cake attitude doesn't fly for the people of the City of Newburgh. It is not acceptable. The taxpayers are the blood, sweat and tears fuel of the city government. She thinks the problem is that some of the recommendations are being made by people that are totally insulated from the reality in the City of Newburgh and we have to understand how tough it is for most people. There has been so much mismanagement over a series of years that has come home to roost in the 2011 Budget. What people have to

understand is that we only have so much money to work with. We have the whole pie but the pie is not divided equally. 67% of the Budget is allocated to public safety and with a shortage of manpower in both departments there is a real problem there. We need to use better business sense when negotiating contracts and we have to keep in the front of our minds the people's ability to pick up the tab. What bothers her the most is when people tell her about the sacrifices they have to make to scrape together the money for their taxes and then those taxes go towards a graduate degree for someone. The average resident in the City of Newburgh would feel blessed if they could afford to pay for vocational school but yet their tax dollars are being used to pay for something that they couldn't pay for themselves. Another issue that has set us back is that we have negotiated away management responsibilities. Management should always set schedules and staffing levels. When you negotiate those things away, then you lose your ability to manage. In the Fire Department they have control of the schedules and because of that we pay a lot of excessive overtime. It costs about \$400,000.00 in unnecessary overtime which over the last three years totals 1.2 million dollars. That would be enough to save every firefighter that is on the list for lay-off. We have to be smarter about these things. In 2011, she hopes that we shift our focus to generating revenue in other ways than increasing taxes. Members of the Council, employees and residents have offered some terrific possibilities so we can't remain paralyzed by fear. We already know what hasn't worked and what has put us in this situation. To continue to repeat those mistakes would be insanity. We have to make up our minds that we are going to take a new, bolder path lined with very strong resistance to those who are benefiting from the current system. That is our obligation because we have to fix this not just for ourselves but for our children and our grandchildren.

Councilman Dillard thanked everyone for coming and wished all a wonderful Holiday.

Mayor Valentine said that he is disappointed that this Council did not approve this particular Budget. There will be a ripple effect and we will see how things will fall out in the next couple of days. It is not a good message and he does not agree with it. He noted earlier in the meeting how difficult this was for all of them as Council members; obviously for people that have lost their jobs this year but you don't get out of it by voting "no".

There being no further business to come before the Council, the meeting adjourned at 10:00 p.m.

LORENE VITEK
CITY CLERK

