

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 13, 2010 at 7:00 P.M. in the Council Chambers City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

The Pledge of Allegiance was led by Councilman Dillard.

Present: Mayor Valentine, presiding; Councilwoman Angelo, Councilwoman Bello, Councilman Dillard-4

Absent: Councilwoman Bell-1

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of November 22, 2010 be approved.

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

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 November be received, filed and made available to the Press.

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

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Bello seconded that the Summons and Order to Show Cause and the Notice of Claim be referred to Corporation Counsel with power to act.

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

CARRIED

PUBLIC HEARING

Mayor Valentine called a public hearing concerning a local law amending Chapter 150 entitled "Dogs and the Other Animals" of the Code of Ordinances of the City of Newburgh.

There being no one wishing to speak for or against this public hearing, this portion of the meeting was closed.

COMMENTS FROM PUBLIC REGARDING THE AGENDA

Mayor Valentine pointed out agenda items #4 through #20 are listed in the City Manger's Report. Also agenda items #21-23 are still on for 'Old Business' and will not be acted on tonight. He pointed out the council had heard several presentations at the last work session, including a presentation from the stakeholders interested in working with the city to manage the recreation space at the Newburgh Armory. The group successfully organized the grand opening on Thanksgiving weekend. The council requested a formal proposal be submitted by the group for review.

Second, he announced the city has received a \$45,000 high priority local government grant from the New York State Department of State for charter revision. A press release was sent out on it. Letters were also mailed to all members of the former commission which was created a few years ago. The letters simply ask that any person still interested in serving on the committee proceed with a letter of intent to the Mayor's Office. It does not guarantee appointment though. Technically it is a Mayor's commission, and therefore a formal resolution of the whole council is not needed.

Yet this is so important. All council members will have an opportunity to review and choose from whatever names are given to the Mayor's Office. It will also help to move things along. It is very time sensitive. Next November there will be a referendum in some way, shape or form to ultimately let the people decide which form of government it wants to have in the City of Newburgh.

Next, he mentioned a presentation was made on the hiring and training center, which includes the development of construction and healthcare training. The discussion included collaboration with contractors, including minority and women-owned businesses to develop city projects, such as lead abatement and demolition, all of which will ensure compliance with HUD. The training center will be at the heart of a consolidated workforce development plan.

Brigidanne Flynn, City of Newburgh, would like the council to clarify Resolution #266-2010. Also she questioned what the cost savings would be to the residents. Second, pertaining to Resolution #272-2010, she thanked Ms. Nelson for her donation.

Yusef Belford has been advocating for *Newburgh Build Newburgh* for over one year now. He held up a sign. He stated he spoke to HUD officials. He

does not understand what is going on. He speaks out, he marches and he does everything he possibly can. Yet he feels the people have been lied to and put on the back burner for so long. When is it going to stop? *'Newburgh Build Newburgh'*, that is what the people want.

Loretta Manning, Lander Street, is upset that she continues to hear the same old thing. She does not have time to sit around and listen to liars and cheaters. It is not fair her group was told to present something. They worked hard to present it. They continued to tweak it to ensure that it was fair for everyone. And now it is not going to occur, because someone new has come in and expressed that it is too much time and money to undertake. She asked if not knowing what the community is going through, a waste of time for some people. Enough is enough. Stop saying No! You need to appreciate that people do come out to vote and speak to our elected officials. Sooner or later it is going to come back and bite us where we do not want it to.

Timothy Hayes spoke about Resolution #272-2010. He commented that the city can make \$15,000 jump real quick for the Armory. But the people who are really affected don't benefit from programs in the City of Newburgh. There are no cultural organizations located here. He remarked that at the end of the day, our elected representatives have to see us come election time.

Gay Lee, Forsythe Place, remarked she was at the work session last Thursday. Yet she can not find anything on tonight's agenda relative to the property tax increase. She feels it can be attached to Resolution No. 273-2010. She questioned how instituting a plan to help people save their homes is going to impact the city taxpayers. When issues are raised at the work sessions they should be included on the meeting agenda. Mathematics is the only system in the world that is exact. If there is a proposed plan to raise revenue, then we need a sound fiscal explanation and not just numbers being shot around.

A. Diggs, Bay View Terrace, asked how long are we going to need a consultant, since we have now hired a new Comptroller. Second, in Resolution #267-2010, she asked what changes are going to be made by the county.

A City of Newburgh resident lamented she can not afford to pay her rent now. She held up a sign that read *"Tired of Too Much Promise. Action Now! Time for a Change."* The people of the community need jobs now.

Michael Gabor, City of Newburgh, asked why we are not hiring a Comptroller with a CPA. Essentially, the City has hired another bookkeeper. Why are we paying for duplicated services in this fiscal economy? What is the salary of the new comptroller?

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

CITY MANAGER UPDATE

Acting City Manager Richard Herbek announced that we have filled several key positions. Michael Ferrara has been appointed as Police Chief. He appointed Cheryl Gross as Comptroller. She has been employed by the Newburgh Enlarged City School District for the last five years and has extensive experience in preparing budgets. Mary Lee Peters has been appointed as Tax Collector. She has worked in the office for 9 years. She is replacing Marie Gida, who has taken advantage of the early retirement incentive.

Bernis Nelson has withdrawn her letter of resignation. Ms. Nelson will resume the position of Corporation Counsel through 2011.

Mr. Herbek explained that his goal has remained unchanged since he first took the position. He listed a number of accomplishments that have occurred in the city with the help of expert advice, some of which include the issuance of Bond Anticipation Notes for the city, a complete reconstruction of the water main line on Washington Street, the down-sizing of the workforce through an early retirement incentive and layoffs, and the conversion to a bi-weekly payroll are to name a few. Also he pointed out he is currently working with firefighters to come to a 5-year contract.

LOCAL LAW NO.: 12 - 2010

OF

DECEMBER 13, 2010

**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.

Councilwoman Angelo moved and Councilwoman Bello seconded that the local law be enacted.

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

ENACTED

ORDINANCE NO.: 18 - 2010

OF

DECEMBER 13, 2010

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:

<u>§ 150-15(C)</u>	<u>Dog licenses. Fees for dog licenses</u> <u>shall be charged as follows:</u>	<u>Spayed or neutered</u> <u>dog: \$7.50, plus \$1.00</u> <u>Agriculture and</u> <u>Markets population</u> <u>control fund</u> <u>surcharge</u>
	<u>_____</u>	<u>Unspayed or</u> <u>unneutered dog:</u> <u>\$12.50 plus \$3.00</u> <u>Agriculture and</u> <u>Markets population</u> <u>control fund</u> <u>surcharge</u>
<u>§ 150-16(C)</u>	<u>Replacement Identification Tags</u>	<u>\$10.00</u>

§ 150-18(B) Redemption of impounded dog \$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.

Boarding:

For each animal which is placed in the care and custody of a private boarding facility Actual cost of such placement, plus cost of veterinarian services and medication expenses incurred by the City while caring for such animal

For each animal in the care and custody of the City of Newburgh Animal Control Officer boarded at City facilities \$25.00 per day or part thereof; plus cost of veterinarian services and medication expenses incurred by the City while caring for such animal

§ 150-19 Adoption of Dogs \$10.00, plus the cost of a dog license

§ 150-22 In addition to the licensing fees established by § 110, Subdivision (1) of the Agriculture and Markets Law of the State of New York, the following local fees shall be charged For each spayed or neutered dog: \$5.00

For each unspayed or
unneutered dog:
\$5.00

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

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

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

ADOPTED

ORDINANCE NO.: 19 - 2010

OF

DECEMBER 13, 2010

**AN ORDINANCE AMENDING SECTION 250 ENTITLED “SIGNS”
OF THE CODE OF THE CITY OF NEWBURGH TO PROVIDE FOR AN
AMENDMENT TO SECTION 250-2 ENTITLED “DEFINITIONS” AND FOR
THE ADDITION OF A NEW SECTION, 250-26.1 ENTITLED “WINDOW
SIGNS”**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 250, entitled “Signs,” Section 250-2. entitled “Definitions” of the Code of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Chapter 250, SIGNS

§ 250-2. Definitions.

As used in this chapter, unless the context otherwise indicates, the following terms shall have the meanings indicated:

ERECT -- To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

FACING OR SURFACE -- The surface of the sign upon, against or through which the message is displayed or illustrated on the sign.

ILLUMINATED SIGN -- Any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper.

INCOMBUSTIBLE MATERIAL -- Any material which will not ignite at or below a temperature of 1,200° F and will not continue to burn or glow at that temperature.

OTHER ADVERTISING STRUCTURE -- Any marquee or canopy as further defined herein.

SIGN -- Includes every sign, billboard, ground sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display illustration or insignia used to advertise or promote the interests of any person when the same is placed out of doors in view of the general public.

STRUCTURAL TRIM -- The molding, battens, cappings, nailing strips, latticing and platforms which are attached to the sign structure.

WINDOW SIGN -- A sign visible from a sidewalk, street or other public place, affixed or painted on glass or other window material, or located inside within two feet of the window, but not including graphics in connection with customary window display of products.

SECTION 2.

§ 250-26.1 Window Signs

Permanent and/or temporary signs on windows and glass doors shall not occupy more than twenty-five percent cumulatively of the total area of windows and doors. The twenty-five-percent computation shall be based on any window and door areas inside of decorative borders, if any. Area should be measured inside of decorative borders.

SECTION 3. This Ordinance shall take effect immediately.

Underlining denotes additions

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

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

ADOPTED

RESOLUTION NO.: 265 - 2010

OF

DECEMBER 13, 2010

**A RESOLUTION AMENDING RESOLUTION NO.: 115-2007 OF JUNE 11, 2007
TO ACCEPT AN ADDITIONAL AMOUNT OF \$2,500.00 FROM THE
UNITED STATES DEPARTMENT OF JUSTICE FOR THE
PROJECT SAFE NEIGHBORHOOD (PSN) ANTI-GANG 2007 PROGRAM
FOR A TOTAL GRANT AMOUNT OF \$78,229.00**

WHEREAS, the City of Newburgh Police Department has applied for and has been awarded a grant from the United States Department of Justice under its Project Safe Neighborhood (PSN) Anti-Gang 2007 Program to provide funds for additional police enforcement, mobile surveillance cameras, safety equipment and to promote other strategies related to combating criminal gang activities and related services to be provided by and through the City of Newburgh Police Department; and

WHEREAS, the City of Newburgh has been notified that there are some additional funding in the amount of \$2,500.00; and

WHEREAS, this Council has determined that accepting of such additional funds is in the best interests of the City of Newburgh and its residents;

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 accept such additional funding in the amount of \$2,500.00 from the United States Department of Justice of the Project Safe Neighborhood (PSN) Anti-Gang 2007 Program for a total grant amount of \$78,229.00;

BE IT FURTHER RESOLVED, that Resolution 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended to increase Revenues A.0000.4343 by \$2,500 and increase Contingencies A.1900.1990 by \$2,500.00.

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

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

ADOPTED

RESOLUTION NO.: 266- 2010

OF

DECEMBER 13, 2010

**A RESOLUTION AMENDING RESOLUTION NO.: 209-2010
WHICH ESTABLISHED AN IT CAPITAL PROJECT BUDGET
AND AMENDED RESOLUTION NO.: 185-2009, THE 2010 BUDGET
OF THE CITY OF NEWBURGH**

BE IT RESOLVED, by the City Council of the City of Newburgh, New York that Resolution No.: 209-2010 which established an IT Capital Project Budget; and Resolution No.: 185-2009, the 2010 Budget of the City of Newburgh be and are hereby amended as set forth on the attached spreadsheet.

City Manager Richard Herbek remarked although we are purchasing \$20,000 in software to increase the operational effectiveness of the Fire Department and Codes department, he anticipates that we will get that back many times over.

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

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

ADOPTED

RESOLUTION NO.: 267 - 2010

OF

DECEMBER 13, 2010

**A RESOLUTION TO AMEND RESOLUTION No.: 264-2010
OF NOVEMBER 23, 2010 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] \$746,998,150 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] \$14.0907 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.

[Brackets] denote deletions

Underlining denotes additions

Mr. Herbek pointed out the only change is the homestead assessed valuation has actually increased by \$183,000

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

Ayes- Councilwoman Angelo, Councilman Dillard, Mayor Valentine-3

No- Councilwoman Bello-1

ADOPTED

RESOLUTION NO.: 268 - 2010

OF

DECEMBER 13, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
REGARDING AMENDMENTS TO
THE ENTERPRISE FUND AND THE A FUND**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the enterprise Fund and A Fund, as set forth on the spreadsheets attached hereto.

Mr. Herbek clarified these are only minor changes in the water fund and sanitation fund.

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

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

268-10

**ENTERPRISE FUND
2010 - EXPENSE**

Fund	Department Description	Account	Account Description	Total	Department Totals
F	Water Fund	F.8310.0860.0001	HEALTH INSURANCE- RETIREES..	(2,970)	
		F.8310.0830	SOCIAL SECURITY..	(316)	
	Water Fund Sum			(3,286)	
	Ponds and Reservoirs	F.8320.0107	LONGEVITY..	(7)	
	Ponds and Reservoirs Sum			(7)	
	Purification	F.8330.0103	OVERTIME..	(4,100)	
		F.8330.0411	OPER OF MOTOR VEHICLES..	(838)	
	Purification Sum			(4,938)	
	Distribution	F.8340.0860.0001	HEALTH INSURANCE- RETIREES..	(3,474)	
		F.8340.0110	TEMPORARY	(3,466)	
	Distribution Sum			(6,940)	
F Total					(15,171)
S	Public Works - Sanitation Department	S.8160.0880	DENTAL & OPTICAL	(1,756)	
		S.8160.0413	OFFICE SUPPLIES & POSTAGE	(63)	
	Public Works - Sanitation Department Sum			(1,819)	
S Total					(1,819)
WATER FUNDS OVER BUDGET				(15,171)	
WATER CONTINGENCY FUND				15,171	
SANITATION FUNDS OVER BUDGET				(1,819)	
SANITATION CONTINGENCY FUND				1,819	
*No accounts over budget for "G - Sewer Fund"					

**A FUND
2010 - EXPENSE**

Department	Description	Account	Account Description	Total	Department Total	
21st Century Learning Program Grant B		A.7319.0103	OVERTIME	(4,045)		
21st Century Learning Program Grant B Sum					(4,045)	
Assessment		A.1355.0444	RENTAL OF EQUIPMENT	(71)		
Assessment Sum					(71)	
Broadway School Courthouse		A.1121.0421	TELEPHONE	(126)		
Broadway School Courthouse Sum					(126)	
City Clerk		A.1410.0462	LEGAL NOTICES	(488)		
City Clerk Sum					(488)	
City Comptroller		A.1315.0494	BOND ISSUANCE EXPENSE	(181,449)		
		A.1315.0103	OVERTIME	(519)		
		A.1315.0461	TRAVEL AND CONFERENCE	(55)		
City Comptroller Sum					(182,023)	
Code Enforcement		A.3620.0448	OTHER SERVICES	(274)		
Code Enforcement Sum					(274)	
Data Processing		A.1680.0110	TEMPORARY	(11,358)		
Data Processing Sum					(11,358)	
Engineering		A.1440.0413	OFFICE SUPPLIES & POSTAGE	(220)		
Engineering Sum					(220)	
Fire Department		A.3412.0110	TEMPORARY	(7,712)		
		A.3412.0107	LONGEVITY	(4,822)		
		A.3412.0108	FIRE TRAINING OVERTIME..	(1,196)		
		A.3412.0448	OTHER SERVICES	(692)		
		A.3412.0104	SHIFT PAY	(128)		
Fire Department Sum					(14,550)	
Historian		A.7510.0421	TELEPHONE	(43)		
Historian Sum					(43)	
Human Services : PRC Delano-Hitch Pool		A.7181.0419	CHEMICALS	(696)		
Human Services : PRC Delano-Hitch Pool Sum					(696)	
Human Services: Parks, Recreation and Conservation Division		A.7140.0101	SALARY	(1,861)		
		A.7140.0103	OVERTIME	(373)		
		A.7140.0415	BLDG. & GROUNDS/MAINT. & SUPP	(94)		
Human Services: Parks, Recreation and Conservation Division Sum					(2,328)	
Mayor		A.1210.0107	LONGEVITY	(311)		
		A.1210.0106	SEVERANCE PAY	(77)		
Mayor Sum					(388)	
Operating Transfer Out		A.9901.0999	IN KIND SERVICES MATCH	(9,214)		
Operating Transfer Out Sum					(9,214)	
Planning and Development		A.8684.0101	SALARY	(3,312)		
		A.8684.0102	PART-TIME	(3,184)		
		A.8684.0106	SEVERANCE PAY	(530)		
		A.8684.0830	SOCIAL SECURITY	(478)		
		A.8684.0421	TELEPHONE	(238)		
Planning and Development Sum					(7,742)	
Police		A.3120.0106	SEVERANCE PAY	(148,125)		
		A.3120.0443	REPAIRS/OTHER EQUIPMENT	(19,338)		
		A.3120.0119	PSN OVERTIME 2008-GP-CX-0062	(13,818)		
		A.3120.0111	SPECIAL EVENT/DETAIL OVERTIME..	(4,305)		
		A.3120.0107	LONGEVITY	(3,739)		
		A.3120.0448	VENDOR SERVICES	(3,487)		
		A.3120.0113	COURT OVERTIME	(1,965)		
		A.3120.0460	TUITION REIMBURSEMENT..	(834)		
		A.3120.0110	TEMPORARY	(478)		
		A.3120.0444	RENTAL OF EQUIPMENT	(406)		
		A.3120.0870	LIFE, DBL INSURANCE	(115)		
	Police Sum					(196,610)

**A FUND
2010 - EXPENSE**

Department	Description	Account	Account Description	Total	Department Total
Police - On Street Parking		A.3320.0417	UNIFORMS	(15)	
Police - On Street Parking Sum					(15)
Police - Public Pound		A.3510.0101	SALARY	(390)	
		A.3510.0418	WEARING APPAREL	(138)	
Police - Public Pound Sum					(528)
Public Works - Garage		A.5132.0103	OVERTIME	(647)	
Public Works - Garage Sum					(647)
Public Works - Grand Street Courthouse		A.1120.0448	VENDOR SERVICES	(330)	
Public Works - Grand Street Courthouse Sum					(330)
Public Works - Municipal Buildings		A.1620.0107	LONGEVITY	(111)	
		A.1620.0421.0001	CELL PHONE	(16)	
		A.1620.442	REPAIRS/MOTOR VEHICLES	(189)	
Public Works - Municipal Buildings Sum					(316)
Public Works - Parks		A.7110.0448.0002	OTHER SERVICES GRANT EXPENSES	(1,025)	
Public Works - Parks Sum					(1,025)
Public Works - Police Garage		A.5133.0103	OVERTIME	(5,541)	
Public Works - Police Garage Sum					(5,541)
Public Works - Propert Management Maintenance		A.1365.0490	PROP ACQ/TAXES AND SEARCH	(11,196)	
		A.1365.0103	OVERTIME	(382)	
		A.1365.0462	LEGAL NOTICES	(304)	
		A.1365.0422	GAS AND ELECTRIC	(166)	
Public Works - Propert Management Maintenance Sum					(12,048)
Public Works - Snow Removal		A.5142.0442	REPAIRS/MOTOR VEHICLES	(355)	
		A.5142.0415	BLDG. & GROUNDS/MAINT. & SUPP	(9)	
		A.5142.0443	REPAIRS/OTHER EQUIPMENT	(333)	
Public Works - Snow Removal Sum					(697)
Public Works - Highway - Street Lighting		A.5182.0422	GAS AND ELECTRIC	(2,534)	
Public Works - Highway - Street Lighting Sum					(2,534)
Public Works - Traffic Control		A.3310.0411	OPER OF MOTOR VEHICLES	(45)	
Public Works - Traffic Control Sum					(45)
Records Management Program		A.1460.0448	OTHER SERVICES	(38,563)	
Records Management Program Sum					(38,563)
Special Items		A.1900.1914	MUNICIPAL ASSOCIATION DUES	(5,348)	
Special Items Sum					(5,348)
Tax Collection		A.1330.0110	TEMPORARY	(12,362)	
Tax Collection Sum					(12,362)
Armory		A.1625.0415	BLDG. & GROUNDS/MAINT. & SUPP	(378)	
Armory Sum					(378)
TOTAL "A" FUND OVER BUDGET					(510,553)
CONTINGENCY FUND					510,533

RESOLUTION NO.: 269 - 2010

OF

DECEMBER 13, 2010

**A RESOLUTION APPROVING A SALES TAX AGREEMENT
BETWEEN THE COUNTY OF ORANGE, CITIES OF NEWBURGH,
MIDDLETOWN AND PORT JERVIS FOR 2011 THROUGH 2016**

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016,

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

Mayor Valentine remarked we were not successful in getting an increase. Conversations with the County Executive occurred. We had sent out follow up letters to all of the municipalities within Orange County in hopes that we are able to apply pressure to it for the next time this comes around. Obviously we are not the only municipality in the county that is having difficulty with funds and revenue. The county is in very good shape, so we are going to keep trying.

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

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

ADOPTED

RESOLUTION NO.: 270 - 2010

OF

DECEMBER 13, 2010

**A RESOLUTION AMENDING RESOLUTION NO.: 48-95 OF
APRIL 24, 1995 GRANTING PERMISSION TO
U.S. CABLEVISION CORP. TO ROUTE A TELEVISION
CABLE THROUGH THE CITY OF NEWBURGH**

WHEREAS, the City Council of the City of Newburgh, New York, by Resolution No.: 48-95 of April 24, 1995 granted permission to U.S. Cablevision Corp. to route a television cable through the City of Newburgh; and

WHEREAS, due to the Route 9W/Robinson Avenue Reconstruction Project it was necessary for Cablevision to re-route the line around a portion of Robinson Avenue; and

WHEREAS, condition Number 4 contained in Resolution No.: 48-95 requires that Cablevision obtain City permission to run additional cables; and

WHEREAS, Cablevision has now requested an amendment to Resolution No.: 48-95 for the new route to include Carter Street (between Robinson Avenue and Prospect Street); Prospect Street (between Carter Street and Gidney Avenue); and Gidney Avenue (between Prospect Street and Robinson Avenue); and with the line to then continue along its original route; and

WHEREAS, this Council has determined that granting such permission is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No.: 48-95 of April 24, 1995 granting permission to U.S. Cablevision Corp. to route a television cable through the City of Newburgh be and is hereby amended to provide for the re-routing as described herein above; and

BE IT FURTHER RESOLVED, by this Council that all other terms and conditions provided for in Resolution No.:48-95 remain in full force and effect as adopted by the City Council on April 24, 1995.

Mayor Valentine pointed out this is something that has to do with the work occurring on Route 9W. They had to move all of the lines there. The resolution does not affect Time Warner Cable in any way.

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

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

ADOPTED



Roger Connor
Director of Government Relations
845 296-3564
rconnor@cablevision.com

December 1, 2010

Mr. Richard F. Herbek;
City Manager
City of Newburgh
83 Broadway Street
Newburgh, NY 12550

RECEIVED
DEC 01 2010
CORPORATION COUNSEL

Re: Amendments to City of Newburgh Resolution No. 48-95

Dear Mr. Herbek:

Cablevision is requesting consideration and approval of an amendment to City Resolution 48-95, "granting permission to route a television cable through the City of Newburgh".

In 1995, a fiber-optic cable trunk was built to connect Cablevision's facility in the Town of Lloyd with its facility in the Town of Monroe. That trunk line runs through the City of Newburgh from the City line at Route 9W south along Robinson Avenue and South Robinson Avenue to Deyo Place and Mill Street. The trunk line has never been used by Cablevision or any other companies to provide services within the City; it is strictly a transportation line.

The recent road and sewer project along Robinson and South Robinson Avenue has necessitated re-routing the trunk line around a portion of Robinson Avenue. Cablevision is requesting the resolution reflect this new route and include the following streets:

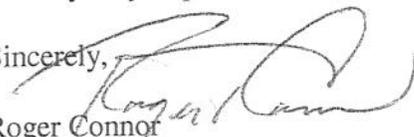
- Carter Street (between Robinson Avenue and Prospect Street),
- Prospect Street (between Carter Street and Gidney Avenue), and,
- Gidney Avenue (between Prospect Street and Robinson Avenue).

The line then continues along its original route.

Resolution 48-95, condition #4, requires that Cablevision obtain City permission before running additional cables. In order to maintain connectivity and not delay the road and sewer project, Cablevision is temporarily utilizing Time Warner Cable's trunk line along this new route. I've discussed this issue with Corporation Counsel, Bernis Nelson. Amending the original resolution to include the new route is the appropriate procedure to follow before placing any permanent cables along these streets.

Attached is a copy of Resolution 48-95. Please advise me as to any additional information the City may require to amend this resolution most expeditiously.

Sincerely,


Roger Connor
CABLEVISION

Cc: Ms. Bernis Nelson, Esq.; Corporation Counsel

RESOLUTION NO. 48-95

OF Apr. 24 1995

A RESOLUTION GRANTING PERMISSION TO U.S. CABLEVISION
CORP. TO ROUTE A TELEVISION CABLE THROUGH THE
CITY OF NEWBURGH

WHEREAS, U.S. Cablevision Corp., having its principal place of business at 38 Old Route 9, P.O. Box 889 in the Village of Wappingers Falls, Dutchess County, New York (hereinafter referred to as "U.S. Cablevision"), provides cable television services to residents in portions of Orange County and its surrounding areas outside of the City of Newburgh, pursuant to duly authorized municipal franchise agreements; and

WHEREAS, U.S. Cablevision has immediate plans to upgrade its capacity to deliver cable television signals to its customers by installing additional trunk aerial fiber optic cable transportation lines on existing utility poles in various communities in Orange County; and

WHEREAS, certain of the utility poles U.S. Cablevision desires to occupy with such additional trunk aerial fiber optic transportation lines are located on N.Y. Route 9W (Robinson Avenue), N.Y. Route 9W (South Robinson Avenue), Deyo Place and Mill Street in the City of Newburgh; and

WHEREAS, U.S. Cablevision has made application to the City of Newburgh for authority to occupy the aerial rights-of-way along which the referenced utility poles lie; and

WHEREAS, U.S. Cablevision has assured the City that it has obtained from Central Hudson Gas & Electric Corp. and NYNEX and any other necessary parties, the right to use the poles of those corporations and to string the proposed cable line along the proposed route; and

WHEREAS, the aerial fiber optic cable trunk transportation line to be installed is not intended to be used for distribution by U.S. Cablevision or others to parties within the City of Newburgh, but is intended to connect the cable system operation in the Village and Town of Monroe and the Town of Woodbury with the system in the Town of Lloyd and Marlboro in Ulster County and its system in Dutchess County; and

FIFTH: The cable will be installed on existing poles and no new poles are to be erected except when existing poles are required to be replaced.

SIXTH: It further agrees to indemnify, save and hold harmless and defend the City from and against any liability for damages or bodily injury (including accidental death), which arise out of U.S. Cablevision's construction, operation or maintenance of the transportation line, including, but not limited to, reasonable attorneys' fees and costs, provided that the City gives to U.S. Cablevision written notice of claims for damages or penalties for which such indemnity may be sought, U.S. Cablevision will have the option of selecting the attorney or attorneys to represent the City and U.S. Cablevision.

SEVENTH: To purchase and maintain in full force and effect, at its own expense and for so long as it shall own the transportation line, Commercial General Liability Insurance in an amount no less than \$1,000,000 for bodily injury or death of any person, \$1,000,000 for property damage and \$2,000,000 for any single accident or incident. This insurance will designate the City and its officers and employees as additional insureds. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the City and upon such notice, U.S. Cablevision will take steps to replace such insurance with like coverage. A certificate evidencing the insurance required by this commitment will be delivered to the City by U.S. Cablevision prior to commencement of construction of the transportation line. The insurance must be written by a company authorized to do business in the State of New York.

EIGHTH: It will restore to its original condition any property of the City of Newburgh which is disturbed during the construction or maintenance of said cable transportation line.

NINTH: If it transfers ownership or assignment of all or part of its rights to construct or maintain said line to another entity or persons, such assignee or grantee will be bound by this resolution to the same extent that U.S. Cablevision is.

TENTH: Before commencing any work under this consent, the said company shall signify its acceptance of this consent and the terms and conditions thereof by filing a written acceptance thereof, signed by its President, with the City Manager of The City of Newburgh. And before commencing any work and within thirty days after the approval of this resolution by the Council, said company shall file with the City Manager of The City of Newburgh, the insurance certificate required by this resolution

RESOLUTION NO.: 271-2010

OF

DECEMBER 13, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A DONATION OF A 1999 CHEVROLET SUBURBAN 1500 SERIES
FROM MANHEIM NEW YORK D/B/A NEWBURGH PARK MOTORS
FOR USE BY THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, Manheim New York d/b/a Newburgh Park Motors has contacted the City of Newburgh with an offer to donate a 1999 Chevrolet Suburban 1500 Series to the City of Newburgh Police Department; and

WHEREAS, such donation shall be at no cost to the City; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the 1999 Chevrolet Suburban 1500 Series being donated by Manheim New York d/b/a Newburgh Park Motors, upon assurance by the Corporation Counsel that title and documentation are in order, with the appreciation and thanks of the City of Newburgh.

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

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

ADOPTED

RESOLUTION NO.: 272 - 2010

OF

DECEMBER 13, 2010

**A RESOLUTION AUTHORIZING THE CITY MANGER
TO ACCEPT A DONATION FROM BERNIS E. NELSON IN
THE AMOUNT OF FIFTEEN THOUSAND DOLLARS
TO PROVIDE ASSISTANCE WITH THE PURCHASE OF
NEW EQUIPMENT AND FURNITURE FOR THE ARMORY BUILDING**

WHEREAS, the City of Newburgh is the owner of real property known as 321 S. William Street, a/k/a the Armory Building; and

WHEREAS, the Armory Building is being utilized for recreational purposes for the youth and residents of the City of Newburgh; and

WHEREAS, Bernis Nelson wishes to make a contribution in the amount of Fifteen Thousand (\$15,000.00) Dollars to provide assistance with the purchase of new equipment and furniture for the Armory Building; and such donation will be documented and reported to the City Comptroller; and

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

NOW, THEREFORE, BE IT RESOVLED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the Donation from Bernis E. Nelson in the amount of Fifteen Thousand (\$15,000.00) Dollars to provide assistance with the purchase of new equipment and furniture for the Armory Building; said donation with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for this support.

Councilwoman Angelo thanked Bernis Nelson for her generous donation, and she pointed out it was Ms. Nelson's personal decision to do it.

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

Ayes- Councilwoman Angelo, Councilwoman Bello, Councilman Dillard-3

No- Mayor Valentine-1

ADOPTED

272-10

November 8, 2010

I, Bernis E Nelson, hereby gift
Fifteen thousand (\$15,000.00) Dollars to the
City of Newburgh to be used for new equipment
and furniture at the Army building, all
in keeping with the design of the Army
structure.

Bernis E Nelson
Bernis E Nelson

Accepted:

City of Newburgh

By _____ Date _____

BERNIS ELIZABETH NELSON
341 FURNACE DOCK RD UNIT 40
CORTLANDT MANOR NY 10567-6543

1767

1-32/210 NY
94375

11/8/10

Pay To The Order of City of Newburgh \$ 15,000.00
Fifteen thousand and 00/100 Dollars

Bank of America

ACH R/T 021000322

Army - New Equipment & Furniture B E Nelson

RESOLUTION NO.: 273 - 2010

OF

DECEMBER 13, 2010

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND J. DWIGHT HADLEY, CPA FOR
PROFESSIONAL CONSULTING SERVICES IN THE AREA
OF GOVERNMENTAL ADMINISTRATIVE AND FINANCIAL MANAGEMENT

WHEREAS, this Council, by Resolution No.: 14-2010 of January 11, 2010, authorized the City Manager to enter into an agreement with J. Dwight Hadley, CPA for professional consulting services which expired on March 31, 2010; and

WHEREAS, this Council, by Resolution No.: 74-2010 of March 22, 2010, authorized the City Manager to extend the agreement with J. Dwight Hadley, CPA for professional consulting services which expired on June 30, 2010; and

WHEREAS, this Council, by Resolution No.: 129-2010 of June 14, 2010, authorized the City Manager to extend the agreement with J. Dwight Hadley, CPA for professional consulting services which will expire on December 31, 2010; and

WHEREAS, the City of Newburgh wishes to enter into an agreement to provide for an additional six (6) months of service; and

WHEREAS, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services; and

WHEREAS, the rate for these services is \$70.00 per hour with a minimum of sixteen (16) hours per week; and

WHEREAS, this Council has determined that entering into 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 enter into the agreement with J. Dwight Hadley, CPA, in substantially the same form as annexed hereto with any other provision that Corporation Counsel may require, at a rate of \$70.00

per hour for consulting services in the area of governmental administrative and financial management.

Richard Herbek pointed out the rate of pay is \$70/hour. He explained Hadley has been one of the lead agents in helping the city throughout the financial crisis. The contract is for a 6-month period. He will continue to be helpful in getting all of the financial reports that will have to be filed with the State Comptroller's Office. Although we have hired a new comptroller it is going to take some time for Cheryl Gross to learn the job, so Mr. Hadley will help with the effort.

Councilwoman Bello commented this is a duplication of services in a city where we should be working within our means. She pointed out so far Hadley has earned over \$100,000 this year for his consulting services. We had a contract. This is over the top as far as she is concerned.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Mayor Valentine-3

No- Councilwoman Bello-1

ADOPTED

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of December, 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 **J. DWIGHT HADLEY, CPA**, an individual with an address of 14 Mountain Way, Clifton Park, New York 12065, 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 June 30, 2011 or 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 fourteen (14) 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.

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 thirty (30) days after 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. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the

CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City 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 either party terminates this Agreement, 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,

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

VENDOR

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
J. DWIGHT HADLEY
TITLE: CPA

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON,
Corporation Counsel

ANNA MARIE CALLI,
Acting City Comptroller

SCHEDULE A

SCOPE OF SERVICES

SCHEDULE B

FEES AND EXPENSES

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of seventy (\$70.00) dollars per hour plus expenses, as defined below, payable within fourteen (14) days after invoices for such services rendered are received by the City.

EXPENSES: The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred in traveling to/from the City of Newburgh estimated at approximately three hundred (\$300.00) dollars per week. Any request by the CITY to travel to other locations beyond the City's geographic boundaries shall be pre-approved in writing by the CITY. Written documentation and receipts itemizing by date incurred all amounts expended will be submitted for reimbursement within fourteen (14) days of receipt by City.

RESOLUTION NO.: ~~274~~ 2010

OF

DECEMBER 13, 2010

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
29 MAPLE STREET (SECTION 25, BLOCK 4, LOT 9)
AT PRIVATE SALE TO WILLIAM ROSE
FOR THE AMOUNT OF \$25,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 29 Maple Street, being more accurately described as Section 25, Block 4, Lot 9 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 11, 2011, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
29 Maple Street	25 - 4 - 9	William Rose	\$25,000.00

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

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

ADOPTED

274-2010

Terms and Conditions Sale 29 Maple Street, City of Newburgh (25-4-9)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; (e) 2008-2009, 2009-2010 and 2010-2011 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2008-2009, 2009-2010 and 2010-2011, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2008-2009, 2009-2010 and 2010-2011, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction

of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 11, 2011. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 275 - 2010

OF

DECEMBER 13, 2010

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2011 TO JANUARY 1, 2012

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2011; and

WHEREAS, Regents Consultants Corp., the City's Insurance Consultant, has recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2011; and

WHEREAS, such insurance coverage includes the retention of Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc., as the City's insurance broker and third party administrator, respectively;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2011 through January 1, 2012; all liability insurance to be provided by U.S. Specialty Insurance Company, under Option 2, and inland marine, property and boiler and machinery to be provided by Praetorian Insurance Company, under Option 1, and with limits, self insured retention amounts and premium rates as set forth in the attached Insurance Quotation;

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage and third-party claims administration services, respectively, for the period of January 1, 2011 to January 1, 2012.

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

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

ADOPTED

275-10

Property/Casualty Insurance Quotation
 1/1/2011 - 1/1/2012 Term

	2010 CURRENT PREMIUM	BROKER: Arthur J. Gallagher Option 1	Arthur J. Gallagher Option 2 (Liability Only)
<u>Property</u>			
Insurer / A.M Best Rating Admitted in NY State		Praetorian Insurance Co/A-IX Yes	
Premium	66,689	55,673 + Surcharge of 178.03	
Terrorism		1,140	
Coinsurance		N/A	
Blanket Limit	37,613,783	56,852,984	
Policy Deductible		100,000	
Flood Limit/Ded.		5,000,000/100,000	
Quake Limit/Ded.		5,000,000/100,000	
Bus. Income / Extra Expense Limit / Ded.		500,000	
Ordinance or Law Limit/Ded.		1,000,000/100,000	
Contractors Equipment Limit / Ded.		1,225,596/5,000	
EDP/ Software and Hardware Limit / Ded.		1,400,000/100,000	
Debris Removal Limit / Deductible		500,000/100,000	
Valuable Papers Limit/Ded.		75,000/100,000	
Boiler & Machinery Limit/Ded. Per Occurrence Loss Limit		25,000,000/1,000	
Auto Physical Damage Limit / Ded. Key Exclusions/Endorsements		5,000,000/10,000 Asbestos, pollution, vacancy limitation Fungus, mold, dry rot (ltd)	

Property/Casualty Insurance Quotation
 1/1/2011 - 1/1/2012 Term

	2010 CURRENT PREMIUM	BROKER: Arthur J. Gallagher Option 1	Arthur J. Gallagher Option 2. (Liability Only)
<u>General Liability</u>			
Insurer / A.M Best Rating Admitted in NY State		U.S. Specialty Ins. Co./A+XIV Yes	U.S. Specialty Ins. Co./A+XIV Yes
Coverage Premium	234,835	209,850	241,865
Bodily Injury / Property Damage Limit / Ded.		1,000,000/500,000	1,000,000/250,000
Personal Injury & Property Damage		1,000,000/500,000	1,000,000/250,000
Employee Benefit Liability Limit / Ded.		1,000,000/500,000	1,000,000/250,000
Damages to premises rented to the insured.		1,000,000/500,000	1,000,000/250,000
Products Completed Operations Aggregate Policy Aggregate Limit		3,000,000/500,000 3,000,000	3,000,000/250,000
Key Exclusions/Endorsements		nonowned watercraft, fairs, carnivals, downstream dam liability, pollution liability, back wages, eminent domain, inverse condemnation, underground storage tanks (Davis Island)	nonowned watercraft, fairs, carnivals, downstream dam liability, pollution liability, back wages, eminent domain, inverse condemnation, underground storage tanks (Davis Island)
	\$500,000 SIR	\$500,000 SIR	\$250,000 SIR
<u>Public Officials Liability / Employment Practices Liability</u>			
Insurer / A.M Best Rating Admitted in NY State		U.S. Specialty Ins. Co./A+XIV Yes	U.S. Specialty Ins. Co./A+XIV Yes
Coverage Premium	Included w/GL Premium	Included With General Liability Premium	Included With General Liability Premium
Per Occurrence Limit/Deductible or Retention		1,000,000/500,000	1,000,000/250,000
Policy Aggregate Limit		1,000,000	1,000,000
Occurrence or Claims Made		Occurrence	Occurrence
Retroactive Date			
Defense costs included in the limits		Yes	Yes
Key Exclusions/Endorsements		See Proposal	See Proposal
	\$500,000 SIR	\$500,000 SIR	\$250,000 SIR

Property/Casualty Insurance Quotation
 1/1/2011 - 1/1/2012 Term

	2010 CURRENT PREMIUM	BROKER: Arthur J. Gallagher Option 1	Arthur J. Gallagher Option 2 (Liability Only)
<u>Automobile</u>			
Insurer / A.M Best Rating Admitted in NY State		U.S. Specialty Ins. Co./A+XIV Yes	U.S. Specialty Ins. Co./A+XIV Yes
Coverage Premium	Included w/GL Premium	Included With General Liability Premium	Included With General Liability Premium
Automobile Liability Limit		1,000,000/500,000	1,000,000/250,000
Medical Expense Limit		10,000	10,000
Uninsured Motorists Limit		1,000,000	1,000,000
Underinsured Motorists Limit		Included	Included
PIP and Additional PIP Limit		100,000	100,000
Key Exclusions/Endorsement		See Proposal	See Proposal
	\$500,000 SIR - liability only	\$500,000 SIR - liability only	\$250,000 SIR - liability only
<u>Umbrella</u>			
Insurer / A.M Best Rating Admitted in NY State		U.S. Specialty Ins. Co./A+XIV Yes	U.S. Specialty Ins. Co./A+XIV Yes
Coverage Premium	Included w/GL Premium	Included With General Liability Premium	Included With General Liability Premium
Per Occurrence Limit		4000000/SIR 10,000	4000000/SIR 10,000
Policy Aggregate Limit		4,000,000	4,000,000
U/L Coverages			
General Liability Limit		1,000,000	1,000,000
Employers Liability Limit			
Automobile Liability Limit		1,000,000	1,000,000
Public Officials Liability Limit		1,000,000	1,000,000
Law Enforcement Liability Limit		1,000,000	1,000,000
Key Exclusions/Endorsements		See Proposal	See Proposal
	\$10,000 SIR	\$10,000 SIR	\$10,000 SIR

Property/Casualty Insurance Quotation
 1/1/2011 - 1/1/2012 Term

	2010 CURRENT PREMIUM	BROKER: Arthur J. Gallagher Option 1	Arthur J. Gallagher Option 2 (Liability Only)
<u>Law Enforcement Liability</u>			
Insurer / A.M Best Rating Admitted in NY State		U.S. Specialty Ins. Co./A+XIV Yes	U.S. Specialty Ins. Co./A+XIV Yes
Coverage Premium	Included w/GL Premium	Included With General Liability Premium	Included With General Liability Premium
Per Occurrence Limit/Deductible Policy Aggregate Limit		1,000,000/500,000 1,000,000	1,000,000/500,000 1,000,000
	\$500,000 SIR	\$500,000 SIR	\$500,000 SIR
<u>TPA Services</u>	58,648	63,421	63,421
Total Premium	360,172	330,084	305,286 Liability Only Does Not Include Property

RESOLUTION NO.: 276 - 2010

OF

DECEMBER 13, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO NATURAL GAS AND ELECTRIC CONTRACTS WITH HESS
CORP. THROUGH THE MUNICIPAL ELECTRIC AND GAS ALLIANCE
("MEGA")
FOR A TWO (2) YEAR TERM AT A FIXED RATE

WHEREAS, the City of Newburgh is interested in lowering utility costs to the City; and

WHEREAS, Municipal Electric and Gas Alliance ("MEGA") has been promoting utility savings to Municipalities across New York State; and

WHEREAS, Hess Corporation is MEGA's endorsed supplier of Natural Gas and Electric for Central Hudson Utility Service; and

WHEREAS, this Council has reviewed such contracts and finds that the execution of such contracts are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute contracts for the provision of Natural Gas and Electric for a two (2) year term at a fixed rate to the City of Newburgh in the general form attached hereto with Hess Corporation, with all such terms and conditions as may be required by the Corporation Counsel.

Richard Herbek remarked he learned about MEGA when he attended a presentation with City Engineer Craig Marti. It will give us the chance to purchase natural gas at a fixed rate for a specified period of time. We should be able to save money on Central Hudson rates, although he does not know at this time how much could be saved. He pointed out Central Hudson is still the distributor of energy in our area.

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

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

ADOPTED

276-10

	_____ Daily	x _____ Monthly		
January	2,399		July	74
February	2,020		August	283
March	1,167		September	1,040
April	519		October	1,593
May	143		November	2,490
June	60		December	2,799

Tax Exemption Status Non-exempt Exempt If exempt, must attach certificate.

Purchase Price Nymex Plus: \$2.503 /Dth

Special Provisions

For inquiries related to your purchase, or for any other questions or complaints against Hess, please contact Hess at the address above.

For general inquiries related to the sale and delivery of gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Customer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential customers do not apply; and (b) upon any discontinuance of service by Hess, Hess will return the Customer to full Utility service by the next effective drop date permitted by the Utility and upon at least fifteen (15) days prior notice.

Furthermore, the Parties agree that the following representation will be added to Section 13(B)(f) of the CMA, as a new subsection (v): "and (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default under Section 11(iv) of the CMA."

Customer Disclosures:

A. Length of the agreement and end date: The Agreement may only terminate upon notice (i) as a result of an Event of Default (provided that notice is not required in a Bankruptcy situation); (ii) for any reason so long as the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; and (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement.

B. Process customer may use to rescind the agreement without penalty: There are no contractual rights to rescind without penalty or without calculation of a Liquidation Value or Net Settlement Amount.

C. Amount of Early Termination Fee and method of Calculation: In "Section 12. Remedies" of the CMA the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Liquidation Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.

D. Amount of Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the CMA sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

*According to the State of New York Public Service Commission's Uniform Business Practices residential customers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

Carbon:

This Transaction Confirmation includes the purchase and sale of C-Neutrals, as defined in the Carbon Neutral Green-e Certified Product Amendment, as executed between the Parties. The Purchase Price includes the purchase of 10% of C-Neutrals.

Buyer's Initials _____

Seller's Initials _____

HESS PRIME™ PURCHASING PROGRAM: Your "Responsible Trigger Contact(s)" have been identified as the Product Structure Desk [productstructure_hedging@hess.com]. Seller will generate a Trigger Confirmation to be sent to your Responsible Trigger Contact each time the Commodity charge is fixed. Each such Trigger Confirmation is to be regarded as a part of this Transaction Confirmation. All transactions are binding upon execution. Any notices regarding those transactions must be sent to trigger@hess.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Hess Account Manager.

Buyer acknowledges by signing this Agreement participation in the Hess PRIME Purchasing Program ("Program"), therefore, the per Dth Commodity charge will be fixed in accordance with the terms of the Program pursuant to the Risk Profile selected below. In the event that Buyer exits the Program early, the Buyer will be responsible to the Seller for all resulting damages incurred by the Seller.

Risk Profile (Select One)

Conservative _____

"Minimize your exposure to market movements and have all of your requirements fixed prior to the delivery period."

Moderate _____

"Reduce your exposure to market movements and have the majority of your requirements fixed prior to the delivery period."

Aggressive X

"Seek the best values through longer exposure to market movements and more aggressive targets."

Ultra _____

"Same Value Buy targets as Aggressive with no Time Buys."

The Buyer acknowledges that it is acting for its own account, and it has made its own independent decisions and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from the Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.

Buyer confirms it has chosen _____ as its prime product as indicated by initials next to the
Prime Plus / Prime
prime product it has selected above.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 201-356-4928 .

BUYER: City of Newburgh

SELLER: Hess Corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Buyer's Initials _____

Seller's Initials _____

Methane Capture

Product Content Label

Project Type	Project Certification	Project Location	% of Product
North Antelope Rochelle Coal Mine Methane Capture Wyoming, USA Project Start-March 2002	VCS 2007	USA	100%

The emission reductions supplied were created in

2007



Climate
CERTIFIED

Green-e Climate is an independent certification program for greenhouse gas emission reductions (offsets) sold on the voluntary market. It provides a way to identify products that meet the program's high environmental and consumer-protection standards. For more information on Green-e Climate certification requirements, or to find certified products, see www.greene.org or call 888-63-GREEN.

Price, Terms, and Conditions

Seller:

Hess Corporation
1 Hess Plaza
Woodbridge, NJ 07095
www.hessenergy.com
(800) HESS-USA

Hess C-Neutral

North Antelope Rochelle
CMM Capture
Wyoming, USA
VCS 2007

Please call for the most up-to-date pricing.

Hess C-Neutral is certified by Green-e® Climate, which requires companies to provide their customers with this notice of Price, Terms, and Conditions of service. For more information about Green-e® Climate, write Green-e®, PO Box 29512, San Francisco, CA 94129 or log onto www.green-e.org, or call 1-888-63 GREEN.

This is a greenhouse gas (GHG) emission reduction product. It represents the reduction of a specific quantity of GHGs. By purchasing this product, you alone have the right to all associated claims about the environmental benefits it embodies. This product is to be regarded as a real environmental commodity, not a donation or investment in a future project. The GHG emission reductions you purchased are sourced from verified projects. Your purchase of this product stimulates market demand for emission reduction projects, leading to more projects that can help

The Product Content Label represents the prospective mix of resources that will be used to supply your offset purchase. The actual percentages or metric tons of GHG emission reductions by type may vary by a small percentage. In the case of a significant variance, the Seller of the Certified Product is obligated to provide you with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.



Climate
CERTIFIED

Buyer's Initials _____

Seller's Initials _____



HESS CORPORATION

23149 - 0

1 Hess Plaza Woodbridge, NJ 07095

Phone: 1-800-HESS-USA

www.hessenergy.com

Marketer Name Todd Loucks Date 11-16-2010 Time 11:03:47 AM

CUSTOMER INFORMATION

[X] New [] Renewal [] Mixed

Customer City of Newburgh

Contact Name Richard Herbeck

Address City Hall 83 Broadway NEWBURGH NY 12550

Telephone 845-569-7301 Fax 845-569-7370

ELECTRICITY TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 10/29/2010. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date the Transaction Confirmation is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations See attached for Service Locations details.

Delivery Period Term (# of months): 24 Months Start: For each Service Location, the first meter read date on or after 12/31/2010 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point See attached Service Locations for details.

Contract Quantity Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the attached Service Location listing.

Tax Exemption Status [] Non-Exempt [] Exempt If exempt, must attach certificate.

Purchase Price Fixed 24 Hours @ 6.85 ¢/kWh Purchase price includes Energy, Unforced Capacity, Ancillaries, Transmission (if applicable), Renewable Portfolio Standards (RPS) (if applicable).

Bill Type [] Consolidated [] Dual NOTE:IF A BOX IS NOT CHECKED BILL TYPE WILL BE DUAL

Definitions "On-Peak" hours are 7:00am to 11:00pm Monday through Friday, excluding the North American Electric Reliability Council (NERC) holidays. All other hours are "Off-Peak" hours.

Buyer's Initials: _____

Seller's Initials: _____

Special Provisions

For inquiries and information regarding ESCOs and the competitive energy market, please contact the New York State Department of Public Service's toll-free retail access number - 1(888) 697-7728, write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or e-mail the PSC at <http://www.dps.state.ny.us>.

For inquiries related to your purchase, or for any other questions or complaints, please contact Hess at the address above. In case of emergencies or outages please contact your local Utility directly.

Customer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential customers do not apply; and (b) upon any discontinuance of service by Hess, Hess will return the Customer to full Utility service by the next effective drop date permitted by the utility and upon at least fifteen (15) days prior notice. Furthermore, the Parties agree that the following representation will be added to Section 13(B)(f) of the CMA, as a new subsection (v): "and (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default under Section 11(iv) of the CMA."

Customer Disclosures:

A. Length of the agreement and end date: The Agreement may only terminate upon notice (i) as a result of an Event of Default (provided that notice is not required in a Bankruptcy situation); (ii) for any reason so long as the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; and (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement.

B. Process customer may use to rescind the agreement without penalty: There are no contractual rights to rescind without penalty or without calculation of a Liquidation Value or Net Settlement Amount.¹

C. Amount of Early Termination Fee and method of Calculation: In "Section 12. Remedies" of the CMA the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Liquidation Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.

D. Amount of Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the CMA sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

¹ According to the State of New York Public Service Commission's Uniform Business Practices residential customers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (866) 744-5033

Buyer	City of Newburgh	Seller	Hess Corporation
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Pricing Date Stamp: 11/16/2010 11:03:48 AM using 11/16/2010 9:45:22 AM forwards Proposal Id : 23149 - 0 Printed By: Caleb Lloyd On 11/16/2010 11:03:48 AM

Buyer's Initials: _____

Seller's Initials: _____



HESS CORPORATION
 One Hess Plaza Woodbridge, NJ 07095
 Phone: 1-800-HESS-USA
 www.hessenergy.com

Service Locations

Customer Details		Contract Details		Account Details		Delivery Point		Estimated Monthly Contract Quantities (kWh)												Estimated Contract Quantity (kWh)	
Address	Price	RECs %	C-Neutrals %	Account Number	PLC (kW)	Trans Oblig (kW)	Utility	Utility Control Area	January	February	March	April	May	June	July	August	September	October	November	December	
Legal Entity - City of Newburgh																					
Billing Information																					
City: Hill 83 Broadway, NEWBURGH, NY, 12550																					
1	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8672082003	146.99	0.00	CHUD	NYISO	37,334	36,802	34,548	36,802	38,363	43,823	49,102	46,720	40,317	34,069	32,935	39,022	463,060
2	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8666042000	212.99	0.00	CHUD	NYISO	52,135	42,845	45,065	46,669	63,917	74,585	84,241	79,825	61,736	47,260	46,767	54,166	700,320
3	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8673048000	162.37	0.00	CHUD	NYISO	60,117	38,551	103,980	35,875	45,166	59,069	55,039	52,896	36,248	23,393	31,662	36,166	580,400
4	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8663144000	278.88	0.00	CHUD	NYISO	74,377	67,469	76,803	72,837	71,911	76,155	83,408	80,144	73,262	66,195	67,553	74,756	886,560
5	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8661095700	58.26	0.00	CHUD	NYISO	16,511	16,035	14,551	7,761	3,839	5,448	13,341	10,800	3,238	9,607	13,814	19,166	135,200
6	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8666037000	82.78	0.00	CHUD	NYISO	13,806	11,504	12,525	11,455	13,116	16,654	21,658	19,337	14,720	11,760	10,045	13,461	170,240
7	83 Broadway, NEWB Hours @ URGH, NY, 12550 0.85 €/kWh	0.00	0.00	8666076000	353.22	0.00	CHUD	NYISO	113,771	98,845	117,207	133,021	122,967	153,444	143,454	146,034	110,241	85,199	101,641	113,618	1,450,560
Total Estimated Monthly Contract Quantities (kWh)									370,051	305,973	404,886	347,119	358,320	428,376	460,242	434,857	339,751	289,593	304,537	350,564	4,386,360

PLC - Peak Load Contribution (not applicable for FSEG accounts)
 Trans Oblig - Transmission Obligation

Estimated Monthly Contract Quantities are shown at the meter level unless designated as a total.

Buyer's Initials

Seller's Initials

BUYER
By: _____
Print Name: _____
Title: _____
Date: _____

City of Newburgh

SELLER

By: _____
Print Name: _____
Title: _____
Date: _____

Hess Corporation

Buyer's Initials _____

Seller's Initials _____



This Commodity Master Agreement ("CMA") between Hess Corporation ("Seller"), a Delaware corporation, located at 1 Hess Plaza, Woodbridge, New Jersey 07095 and City of Newburgh ("Buyer" or "Customer"), located at City Hall 83 Broadway Newburgh, NY 12550 (each a "Party" and jointly "Parties") is entered into and effective as of 11/16/2010.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable, each a "Commodity" and collectively, the "Commodities", by Seller to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties ("Transaction Confirmation"). If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. **Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and deliver, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in Laws increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, taxes, regulations and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If the Actual Quantity cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity (ii) any Utility discrepancy or adjustment or (iii) any adjustment to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum amount permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. **Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. **Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York.

7. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point.

8. Buyer's Usage Obligations

A. **Material Usage Deviation:** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the Contract Quantity and Buyer's Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means a deviation in Buyer's Actual Quantity from Buyer's Contract Quantity of +/- 25% or more.

B. **Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. **Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. **Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. **Default:** "Default" means (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due, or (iv) failure of either Party to satisfy any representations and warranties contained in Section 13 and the failure is not cured within fifteen (15) Business Days of a written demand. "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. **Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance (ii) upon written notice, provided that no notice is required with respect to Section 11(iii), accelerate any or all amounts owing between the Parties and terminate and liquidate any or all Transactions; (iii) calculate a settlement amount by calculating the Liquidation Value for each Transaction being terminated; and (iv) aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus attorney's fees and costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Liquidation Value" is the sum of (a) all amounts due to Seller for the Actual Quantity; (b) the net amount due to the non-defaulting Party regarding the Contract Quantities remaining to be delivered during the Delivery Period calculated by any commercially reasonable method chosen by the non-defaulting Party, including, by determining the difference between the Purchase Price and the Market Price; and (c) without duplication, any net losses or costs incurred by the non-defaulting Party for liquidating and terminating this Agreement. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the applicable Delivery Period.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (d) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (e) Seller is not a "utility" as defined in the Code; (f) Commodity supply will be provided by Seller; delivery will be provided by the Customer's Utility; and (g) Customer's Utility will respond to leaks or emergencies should they occur; and

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/ projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

14. Other:

(a) This Agreement is governed by New York law, without regard to any conflict of rules doctrine. (b) The Parties submit to the non-exclusive jurisdiction of the courts of the State of New York and any United States District Court located in New York. (c) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement; (d) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (e) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (f) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from

the Commodity or other charges which attach before title passes to Buyer. (g) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (h) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Hess Corporation, Attention Law Department-Trading; 1185 Avenue of the Americas, New York, New York 10036. (i) If the Parties entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. (j) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (k) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (l) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument (m) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (n) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (o) Any originally executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (p) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (q) This Agreement may be terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that this Agreement will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (r) The Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than the Party's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a Party that receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

CUSTOMER City of Newburgh

By: _____

Name: _____

Title: _____

HESS CORPORATION

By: _____

Name: _____

Title: _____

RESOLUTION NO.: 277- 2010

OF

DECEMBER 13, 2010

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 57 VAN NESS STREET
(SECTION 29, BLOCK 9, LOT 2)
AT PRIVATE SALE TO RAY A. DELFI**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law, the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Ray A. Delfi, the former owner of 57 Van Ness Street, being more accurately described as Section 29, Block 9, Lot 2 on the official tax map of the City of Newburgh has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, provided that all taxes, interest and penalties owed are paid expeditiously.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property known as 57 Van Ness Street and listed as Section 29, Block 9, Lot 2 on the tax assessment map of the City of Newburgh to Ray A. Delfi be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges being paid, in full, no later than January 14, 2010.

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

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

ADOPTED

RESOLUTION NO.: 278- 2010

OF

DECEMBER 13, 2010

**A RESOLUTION TO ESTABLISH THE DUTIES AND MEMBERSHIP
OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY
COMMITTEE**

BE IT RESOLVED, the City Council of the City of Newburgh hereby establishes the following duties and membership for the Community Development Block Grant Advisory Committee as follows:

Duties

The Committee's function is to review and make recommendations to the City Council on adoption of the required Consolidation Plan (five-year housing funding priorities) and annual CDBG project funding.

The CDAC promotes neighborhood participation in identifying needs and priorities for funding and advises the City on the CDBG citizen participation process and the City's annual program submission to HUD.

Review and make recommendations for subgrantees and other contracted providers.

Provide guidance and advice with respect to the expenditure of CDBG funds for community development projects

Participate in the Development of 5 year comprehensive plan and other planning documents required by HUD to ensure compliance with HUD regulations

Membership

The Composition of the Committee shall include nine (9) members appointed by the City Council:

- Four (4) members, at least two (2) of which represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.

- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employees who is a staff member of the Department of Planning and Development.

Members will serve two year staggering terms.

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

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

ADOPTED

OLD BUSINESS

Mayor Valentine noted the items under the heading 'Old Business' will continue to be held until later time.

NEW BUSINESS

There was no new business at this time.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

A Newburgh resident noted only a small part of Washington Street was repaved. Only the section in front of the park was redone, not the entire street. The rest of the street still looks like a war zone. He pointed out he has been coming here so that the ordinance is passed to have city funds used to employ city residents. Nothing has happened yet. The people have been stalled and lied to. Our city has been compared to those of Westchester County. Westchester is an affluent community. Yes, CVH *does* have an agenda. It is called *CHANGE*.

Timothy Hayes stated there are real people who live in the City of Newburgh. People can not continue to be lied to. Sooner or later you have to do something. Election time is near. If you don't do anything then you won't be here.

Brigidanne Flynn suggested budget updates be provided at least once each month. It would be beneficial if each department listed its objectives and goals. The Office of Economic Development needs to come up with a viable marketing plan to help draw revenue for our small businesses. The waterfront businesses are already sustainable. It is the interior businesses that need assistance. This should be the focus of economic development. We are going to help ourselves if we help our businesses.

Brenda McPhail, Varick Homes, stated we need to deal with the real issues, such as higher taxes and higher rents. If people do not wake up to what is going on in our city, then they are going to find themselves packing up their things and leaving. People always comment on the crime in the city. There are only three streets that are excessive crime areas. Every person in Newburgh is not bad. There is good product that comes from Newburgh. In fact, no one should think that he could not get robbed in the Town of Newburgh or the surrounding areas.

Loretta Manning pointed out we have had a good stock of people come out of Newburgh, including rappers, actors, preachers, etc. She is happy to have met a lot of people while she has embarked on her path here. She has been talking to HUD officials. She was told that all HUD needs in order to implement the hiring ordinance and the *Newburgh Build Newburgh* program is the paperwork from the city. Ms. Manning dislikes the way the city is run. Newburgh is the dumping ground of the Hudson Valley. She says enough is enough.

Acting City Manager Richard Herbek pointed out a hiring ordinance is a violation of New York State law.

Y. Sullivan, Overlook Place, spoke on behalf of the Newburgh Heights Association. He is concerned about the disposition of 104 South Lander Street. The building is critical for our city and vital to the neighborhood. He would like it to remain in the community. He asked the council to support the organization in its efforts and work with them, not against them.

Brian Flannery remarked he was disturbed when he heard the fiscal advisory board disbanded. Although the State Comptroller is going to be monitoring Newburgh's finances, the board is still needed. It is not enough that we have hired a new comptroller. Another pair of eyes could not hurt. (SEE COMMENTS ATTACHED)

Kippy Boyle, Grand Street, cautioned everyone in the audience about the pitfalls of charter revision. She recalled when Congressman Hinchey came to the area last October. She felt he advanced an agenda that was geared toward a strong mayoral form of government. Also she is concerned that a special agenda could be put forth when we use Patterns for Progress for the charter review process. She would like to know how the charter review commission is going to be formed.

A Newburgh resident is concerned that the taxes are going to be raised by 71%. She stated only 20% of the city's population own homes. She asked the council what it is going to do to ensure that the other 80% share the tax burden. If there is a plan outlining the sharing of the tax burden then she would like for it to be revealed.

A. Diggs noted the city manager's accomplishments. Yet it is equally important she note what has not been done. She does not understand why the taxes have to go up so much. The other elephant in the room is we now have a manager here without the full support of the council. It is clear to her that the only person who fully supports the management in this city is Councilwoman Angelo. Nest, she desired to know why our acting city manager is not the permanent city manager. Why does he not to live here either? She appreciates that he works hard in the city. Yet she feels he only has to work hard for one year; whereas we are here every day. She wants the council to explain why the city spent nearly \$20,000 on what seems like a fruitless search for a permanent city manager.

Mr. Herbek explained that he had been looking for places to live in the City of Newburgh, including several apartments that he had picked out. Yet in

order for him to take that step he would have to be offered a permanent position.

Susan Smith held up a sign. It pointed out the dream of Rev. Dr. Martin Luther King, Jr. He envisioned that all persons would have the right to gainful employment. When an ordinance on 'Dogs' takes precedence over human beings then it is quite apparent that there are people who really do not want [the hiring ordinance] to happen. This is not New York City or Rockland County. She does not blame our city officials, because she realizes that it is not an easy thing. She has been in Newburgh for a long time. She has been fighting for constraints, such as rent control. Our children are living in substandard conditions. Many homes are unfit. She suggests we look at other avenues to generate revenue.

Maryann Prokosch, Galloway Avenue, stated it is a coincidence that at every meeting a fire truck goes out. Revenue generation is the key. It is impossible to do anything without it. We need to discuss it at every work session. The City of Newburgh has one of the best municipal water systems in the country. We can bottle it up and sell it. Our Corporation Counsel could look at the idea. Perhaps if we can not sell it then we could bring in a bottling company that would help create jobs. Also we need a more attractive Broadway corridor to attract businesses.

Frank Wilson, Lander Street, stated we are now faced with another crisis in our city. He would like to see more initiatives from elected officials for generating revenue. Our elected officials are the stewards of the city. What data do we have on what the actual collectible taxes will be? We only seem to focus on budget cuts. When he sees things, such as reduced services and higher taxes, then he does not see the point of staying here anymore. There are more and more homeowners who feel the same way he feels.

Gay Lee stated the taxes are not just increasing, they are *soaring*. She would like to know where the information on the hiring ordinance was obtained.

Corporation Counsel Bernis Nelson explained the problem is not with the ordinance itself, but actually the impact or effect that the ordinance has. You can not put a requirement in a piece of legislation that would negatively affect bidders in public contracts. It is better to approach this from a federal legislative standpoint. Then no one can sue us if we use the federal program, because we will not be violating public bidding.

Ms. Lee totally disagrees with the explanation provided by counsel. She stated the city is required to include within the bids, manners in which the city

will hire persons from the low income sector. She needs to look at this, because a hiring ordinance does not just govern this aspect. Next, with respect to human resources, she would like to know who evaluates the work of an attorney.

Richard Herbek responded that in the past he has done an annual evaluation. He meets with department heads, in advance, and discusses the goals and objectives of the department.

A man named Joe, a representative of Mt. St. Mary's College, asked the council what the qualifications of a prospective charter review commissioner should be.

Ray Rivera, Newburgh Boxing Club, commented he attended the grand opening of the recreation center at the Newburgh Armory site, and it was nice to see. That was last week, and now he is disappointed to see the building is closed. He would be willing to move his program into the new center. He would like to sit down and discuss the prospect of hosting the boxing tournaments there. It could help generate revenue that is so desperately needed. The City of New York is turning it down. We should discuss it before it is too late. The center needs to be open everyday for the kids.

Lilliam Harris, Hasbrouck Street, stated she does not know what she is going to do about the higher taxes. Services are being reduced too. She does not think she will be able to maintain her home if something is not done. She congratulated Chief Ferrara on his appointment. Let's rejoice in the upcoming holiday. She would like us to keep Ms. Roxie Royal in our prayers. Her son is ill.

Rev. Harry Brown commented he agreed with some council members in that the general feeling was that the board was not supplied with necessary information that would help improve the financial stability of the city. Part of the problem was in the way the meetings were designed. Pertinent information was often received by the board *after* it had gone to the council. For the group to be more effective, it should have had more leverage to be able to review documents. Because commissioners are not public officers, they were not privy to a lot of things. Therefore the board could not make the recommendations that were going to help the council make an informed decision. The commission is going to be dissolved the end of the year. They are saddened about it, because they all worked hard on it. But they felt their hands were tied.

Michael Gabor stated he finds it fascinating we don't do anything in this city except raise taxes. He feels we do not hire people that have the

experience. He does not understand why we are hiring another bookkeeper. The appointments appear to be very political. Yet the city continues to operate in this way. For example, we sold a building to NCAC for \$1.00; but here we are crying because NCAC is behind in its rent to the city.

Janet Gianopolous quoted Ben Franklin in that "*the only things certain in life are death and taxes.*" She reminded us that Franklin was not a negative person though. Despite the negativity there have been some positive occurrences, such as the opening of new businesses on Broadway. She hopes we can continue to highlight the positive.

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

**Read and submitted by B. Flannery at the City Council Mtg. held Monday,
December 13, 2010**

Brian Flannery, 5 Norton Street

At the work session Thursday evening I was disturbed to hear the council consider disbanding the Fiscal Advisory Board created a year ago. While it's a good thing that in the meantime the city has entered into an arrangement with the state whereby the state comptroller is monitoring Newburgh's finances, the board is still needed. I propose that the makeup of the board needs to be revisited and the duties of the board expanded beyond a limited review function to fill the vision that I and others have of an INDEPENDENT board of financial brains who can help the city plot a comprehensive, long-term, financial strategy and help keep the city on that track.

This vision of the board does not "duplicate" the state comptroller's role, but rather complements it. For example, the arrangement with the state requires the City Manager to submit with his proposed budget a 3-year financial plan, that, in addition to other things, would "identify actions necessary to achieve and maintain long-term fiscal stability..." I want to point out that this requirement illustrates that while the state comptroller is monitoring our finances, the bulk of the work of tackling the city's financial challenges has been left up to the city.

At the work session one council member cited the fact that we have a comptroller now, but long-term experience proves that having a comptroller isn't enough to keep the city on an even financial keel.

Chris Bello expressed concerns about confidentiality and that the members of the board aren't sworn. I can't picture what she means, it would be helpful if she could explain it.

Marge was concerned that the council never received a report from the board. With regard to this and other concerns, I suggest that you begin a reconsideration of the board by reading the section in the city charter about the 1990s Financial Advisory Board. (Chapter 15). Note particularly that there were no city officials on the board; the only public official on the board was the state comptroller or a designee.

In closing, I want to say that another pair of eyes never hurts.

Thanks.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo stated she hopes the members of the Heights Association can sit down with the city manager to discuss a plan for the future use of the building at 104 South Lander Street. She is in full support of saving the community center.

Also she urged the audience to become involved with charter revision. If a fulltime city manager was hired, he or she would be compelled to live here. In fact, she wishes a lot of our city employees lived here. To help build revenue perhaps we could charge a monthly fee for all of our city parking lots. Next, she feels there are so many disheartened people that do not have to be here. Not once have you ever heard her knock down the city. She wished everyone a happy and healthy holiday season.

Councilwoman Bello commented that so many portions of the charter are antiquated. She sees a great opportunity in charter revision, especially the section pertaining to the electoral process. But she does not want to rush things though. Second, she does not understand why there is not a contract for Mr. Herbek. She recalled that it was stated at the September 20th meeting that the manager search would continue, and yet it has not. Third, she feels strongly that we not only focus on revenue generation for 2011, but also on an analysis of how services are delivered to our residents. The taxpayers need to know when they receive their tax bill that nearly 60% of it is allocated for public safety. Last, she thanked Bernis Nelson for her very generous donation for the Newburgh Armory site.

Councilman Dillard pointed out the fiscal advisory board provided very valuable oversight with regard to city finances. There are a number of cities across the country fortunate to have these financial boards. We are not the first. He would like the council to reconsider the board for 2011, because we do need it. However the make up of the board should be different. It should consist of bankers, accountants, etc.

A prime example is two years ago a past council partnered with private developers and authorized \$300,000 to go to a redevelopment project on East Parmenter Street. In his opinion this was illegal. If we had had a financial advisory board in place then this would not have happened. He commented that Councilwoman Bello continues to reiterate the open government process. Yet she sat on that council he is referring to.

Last, when he campaigned for council his only promise was to advance issues of women and minority hiring within the city. He has not flipped the script on anyone. He did not promise anyone a building knowing that the city is in dire financial straits. Councilman Dillard does not know where all of this anger and threats in the community have stemmed from. He cautioned people not to believe the hype. He is committed to minority and women hiring. We can work together on this. We do not have to work against each other. Let's get off on a better footing in order to make this city work.

Councilwoman Bello responded to Councilman Dillard's allegation. She clarified she did not vote in favor of the \$300,000 authorization of funding for that project. She adamantly cautioned Councilman Dillard to never challenge her character like that again. He should know his facts before he tries to slander her character.

Councilman Dillard apologized to Councilwoman Bello.

Mayor Valentine pointed out he is not in favor of a strong mayoral form of government. Maybe Congressman Hinchey is, but he is not. Yet what Mayor Valentine has said is that our city is too big a city to be represented by five individuals. It is not efficient and it does not work. It is not enough representation. Cities of our size have at least seven and sometimes nine representatives. We tried charter revision in the past. It never moved past the city council. It was quite disappointing. The NYS Department of State even gave us funding, because they realize that the structure of our government and the way we provide services are not in the current framework of where government should be for a city of our size.

Also he pointed out he is not going to choose the commissioners for charter revision. The council will choose the group as a whole. He was not part of the group the last time. He was not at any of the meetings, nor did he speak to any of the members. The group was independent and did the work. The committee held public meetings, garnered public input and came back before the council. We do need to do something though. Whatever comes out of it, it will be the voters who will ultimately make the decision. If the people don't like the recommendations then they will vote it down. If the people like it then they will vote for it. This is democracy in action, and finally it will come into fruition.

Mayor Valentine mentioned that the call for commissioners has not even been put out and already there is a negative outlook. He has heard people say this is just another secret plot like everything else in this city. He has been accused of actually knowing who the nine commissioners are going to be. He stated people have to seriously get a life sometimes. This is probably the most

open process that one will ever see in his or her life. He is not trying to sell it to the people here tonight. He is doing it for the people who don't get to come out to these meetings, and who actually care very deeply about the direction this city is going. He wants to see those persons put their names in for consideration.

There being no further business to come before the council, the meeting was adjourned at 9:15 P.M.

Respectfully Submitted,
KATRINA COTTEN
DEPUTY CITY CLERK