

SPECIAL CITY COUNCIL MEETING

January 11, 2012

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Mayor Nelson called the meeting to order and asked the Clerk to call the roll:

PRESENT: Mayor Nelson, Councillors Ashley, Cilley,
Hosmer, Morley, Skamperle and Stevenson

ABSENT: None

Mayor Nelson stated that the first item on the agenda was an Executive Session to discuss a personnel matter and potential litigation by the City Manager, Art Sciorra, and Councillor Morley seconded the motion.

The vote was:

CARRIED, AYES ALL

All members of Council returned from Executive Session.

PUBLIC HEARING

Mayor Nelson explained that the purpose of this special meeting was to conduct a Public Hearing in response to a written request filed by Mr. Sciorra in response to the City Council's December 19, 2011 preliminary resolution to terminate the City Manager for cause. Mayor Nelson further explained that this hearing is for Mr. Sciorra to address the Council on those issues in this public forum and that Mr. Sciorra's request is made and is pursuant to the City Charter, Section §C-20(b) which specifically authorizes the public hearing requested by Mr. Sciorra. Mayor Nelson advised that the hearing will be conducted in compliance with the City Charter and the Administrative Code.

Mayor Nelson read aloud §AR-17- H. (8.2), Procedures of Council Meetings; Manner of addressing the Council and time limit. It reads:

Each person addressing the Council shall stand, approach the microphone, give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Chair or requested of the Chair by a member of Council, shall limit their address to five minutes. All remarks shall be addressed to the Council as a

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body, and not to any member thereof. No questions shall be asked of the Chair or the Councilors. Each person shall be given only one opportunity to speak and will be limited to the topic which is the subject of the public hearing.

Mayor Nelson advised that the City Council is authorized by the Charter to amend this procedure as needed. Mayor Nelson moved to amend the time limit for anyone speaking on Mr. Sciorra's behalf and at his request may speak for an unlimited amount of time, while others speaking on their own will be limited to three (3) minutes and Councilor Morley seconded the motion.

The vote was:

CARRIED, AYES ALL

Mayor Nelson asked if any member of Council had any procedural questions, and there were none. Mayor Nelson advised Mr. Sciorra that the City Council had received his written response and will review it before any decision is made. Mayor Nelson said that Mr. Sciorra's response can be made part of the Public Hearing record if he would like the City Clerk to read his statement, or he could read it into the record himself. Mr. Sciorra stated that he would read it into record himself.

Mayor Nelson opened the Public Hearing to the general public. The following spoke:

1. Jim Weiler, 1901 Ford Street, Ogdensburg, NY, stated that Art Sciorra has made some serious judgment mistakes, but we've all done that. Mr. Weiler added that it's time to forgive but not necessarily forget and give him back his job.
2. Richard Fisher, 901 New York Avenue, Ogdensburg, advised that he was one of the people who reviewed the C-14 report prepared by City Attorney Andrew Silver. Mr. Fisher said that he spent many hours in the City Clerk's Office reviewing the report and taking notes. Mr. Fisher added that he found inconsistent statements, lots of holes and gaps in timelines, and advised that at least 21 City employees touched the 819 Knox Street property. Mr. Fisher said it was not fair that only one person was being held responsible for the problems with 819 Knox Street. Mr. Fisher's three minutes expired and Mr. Sciorra stated that he wanted Mr. Fisher to continue speaking on his behalf. Mr. Fisher gave a lengthy synopsis of the history of 819

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Knox Street and explained that Mr. Sciorra gave directives which were not followed. Mr. Fisher advised that he had received information regarding discussions on public policy that took place outside of Council Chambers from a City Councillor whose term ended December 31, 2011. Mayor Nelson asked Mr. Fisher to stay on the topic of the Public Hearing. Mr. Fisher reminded Council of the purpose of the C-14 investigation and that people were talking about getting rid of Mr. Sciorra. Mr. Fisher stated that Mr. Sciorra is not solely responsible for the 819 Knox Street matter.

3. John Oakes, 718 Canton Street, Ogdensburg, stated that he didn't want to see anyone lose their job, but that you either lie or you don't, and if you lie you are done.

4. Mary Peccolo, 95 Monkey Hill Road, Ogdensburg, stated that she didn't read the reports but did follow the newspaper closely and spoke with many people on this issue. Mrs. Peccolo stated that she was one of the first people Art Sciorra met when he came to Ogdensburg as he and his wife rented from her for about a year and a half and she got to know them both very well. Mrs. Peccolo advised that she doesn't know what went on, but Art Sciorra is an upstanding guy and a spiritual man who told her today that this is in God's hands. Mrs. Peccolo added that she doesn't know who is at fault but can understand how he might not know everything that was going on. Mrs. Peccolo said that if the City takes a house for non-payment of taxes all departments should know what's going on with it, not just one person. Mrs. Peccolo said that she does not feel that Art was the only person responsible, and asked that anyone in the room who had never made a mistake or told a lie to come forward. Mrs. Peccolo added that Art Sciorra is a good person who has done a lot for the City and that the City is financially better off thanks to him and the Council. Mrs. Peccolo urged Council to keep him.

Mr. Sciorra read his written response and asked if Council had any questions. (A copy of Mr. Sciorra's statement follows these minutes.)

Councillor Hosmer asked if there was a lease with the tenants at 819 Knox Street. Mr. Sciorra responded that there was no lease for 819 Knox or 2 Grove Street. Mr. Hosmer asked how rent was collected without a lease. Mr. Sciorra responded that rent is one matter and a lease is another.

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Councillor Ashley asked if City Comptroller Phil Cosmo had the authority to sign a lease. Mr. Sciorra said he didn't believe so. Mr. Sciorra's attorney consulted with Mr. Sciorra briefly. Mr. Sciorra advised Council that his attorney said a lease is not required for rent to be collected under a month to month tenancy.

Councillor Hosmer stated that Mr. Sciorra advised a lot of people to do things and questioned if Mr. Sciorra felt any responsibility. Mr. Sciorra responded that he had stated to Council that he took responsibility as the City Manager but didn't feel that meant he would take the guilt. Councillor Hosmer stated that it sounded like Mr. Sciorra was looking to get his job back, and if so questioned how Mr. Sciorra could remedy the problem with staff. Mr. Sciorra said that was an excellent question and spoke about his behavior prior to being put on administrative leave. Mr. Sciorra said that he prepared and coordinated a budget with the City Comptroller and department heads which Council passed while all of this was going on. Mr. Sciorra stated that he showed up for work everyday and performed his job in spite of everything. Mr. Sciorra added that in July Council instructed him to clean up this mess and he worked with City Attorney Andy Silver to redraft the NSP and also briefed Council on the pro's and con's of moving forward with the sale of Grove and Knox Street. Mr. Sciorra said that his answer to Councillor Hosmer would be that he never stopped doing his job and that he came to Ogdensburg to do the best job he could possibly do for the people of the City of Ogdensburg and is prepared to continue to do the same. Mr. Sciorra said he realizes that controversy is part of the job and that he did not want to place blame, he wanted to take responsibility with the staff to correct it. Mr. Sciorra stated that policy and procedures have been put in place to make sure it doesn't occur again and the City can be a better organization. Mr. Sciorra said that he learned a lot from this and concluded that he is and has always been prepared to do the job.

Mr. Sciorra's attorney, Gillef R. Abitbol, addressed Council and stated that everyone should be proud of being here and the debate tonight. Mr. Abitbol stated that although he had reservations about the City Charter and Mr. Sciorra's contract, this is the way citizens should live together in a democratic process. Mr. Abitbol said that democracy is what makes the system work and different points of view are always welcome. Mr. Abitbol stated that it was best to keep emotions out of it and everyone should be proud of the way this matter was handled. Attorney Abitbol thanked everyone. Mr. Sciorra also thanked Mayor Nelson and members of Council.

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Mayor Nelson declared the Public Hearing closed.

Mayor Nelson moved to adjourn to executive session, and Councillor Morley seconded the motion.

The vote was:

CARRIED, AYES ALL

All members of Council were still present when they returned from Executive Session.

Mayor Nelson made a motion to adjourn the meeting until Tuesday, January 17, 2012 at 5:00 p.m., and Councillor Skamperle seconded the motion.

The vote was:

CARRIED, AYES ALL

*Tuesday, January 17, 2012 at 5:00 p.m., all members of Council were present and reconvened the Special Meeting.

Mayor Nelson moved to adjourn to executive session, and Councillor Morley seconded the motion.

The vote was:

CARRIED, AYES ALL

Upon returning from Executive Session, all members of Council were still present.

ITEMS FOR COUNCIL ACTION

1. Councillor Hosmer moved a resolution to terminate City Manager Arthur Sciorra, and Councillor Morley seconded to wit:

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RESOLUTION
TO TERMINATE CITY MANAGER ARTHUR J. SCIORRA

WHEREAS, Arthur J. Sciorra is the City Manager of the City of Ogdensburg, New York; and

WHEREAS, Arthur J. Sciorra serves as the City Manager of the City of Ogdensburg, New York pursuant to Section 2 of the 2006 City Manager Employment Agreement between the City of Ogdensburg and, the City Manager, (the "Employment Agreement") is employed to perform the functions and duties specified in the City Charter, the Municipal Code of the City of Ogdensburg and the Administrative Regulations, promulgated pursuant thereto; and

WHEREAS, section C-20 of the City Charter provides that the City of Ogdensburg City Council may remove the City Manager from office in accordance with the procedures set forth in section C-20; and

WHEREAS, the City Council has fully complied with the procedures set out in section C-20 of the City Charter;

NOW BE IT RESOLVED that effective immediately the City Council hereby terminates Arthur J. Sciorra as the City of Ogdensburg City Manager in compliance with the requirements of the City Charter and pursuant to Section 9 of the Employment Agreement;

NOW BE IT FURTHER RESOLVED that the City Clerk is directed to immediately deliver a copy of this Final Resolution of Termination to Mr. Sciorra.

The vote was:

CARRIED, AYES ALL

2. Councillor Ashley moved a resolution to extend the appointment of the Acting City Manager, and Councillor Skamperle seconded to wit:

RESOLUTION TO EXTEND THE
APPOINTMENT OF THE ACTING CITY MANAGER

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WHEREAS, Philip Cosmo was the Assistant City Manager of the City of Ogdensburg, New York on December 19, 2011; and

WHEREAS, on December 19, 2011 the City Council passed a Preliminary Resolution to Terminate the City Manager, Arthur J. Sciorra, for cause (“Preliminary Resolution”); and

WHEREAS, pursuant to the Preliminary Resolution, City Manager Arthur J. Sciorra was suspended from each and every one of his duties and responsibilities as City Manager through and until such date and time that the City Council adopts a final resolution of removal or otherwise resolves the issues addressed and related to the Preliminary Resolution, but in no case for a period greater than forty-five (45) days; and

WHEREAS, Section C-21(B) of the City Charter for the City of Ogdensburg provides that the Assistant City Manager may serve as Acting City Manager in the City Manager’s absence; and

WHEREAS, on December 19, 2011, the City Council passed a Resolution appointing Assistant City Manager Philip Cosmo as Acting City Manager for the duration of City Manager Arthur J. Sciorra’s suspension, but in no case for a period greater than forty-five (45) days; and

WHEREAS, on January 17, 2012 the City Council adopted a Final Resolution of Removal, permanently and immediately removing Arthur J. Sciorra from his position as City Manager;

NOW BE IT RESOLVED that the appointment of Philip Cosmo as the Acting City Manager is hereby extended an additional ninety (90) days from the date of this Resolution to and including April 16, 2012, or until the appointment of a City Manager by City Council pursuant to § C-18 of the City Charter, whichever occurs first.

The vote was:

CARRIED, AYES ALL

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3. Councillor Skamperle moved a resolution to authorize the Acting City Manager to enter into a Settlement Agreement with Arthur J. Sciorra, and Councillor Stevenson seconded to wit:

RESOLUTION AUTHORIZING THE ACTING CITY MANAGER
TO EXECUTE A SETTLEMENT AGREEMENT WITH
ARTHUR J. SCIORRA

WHEREAS, Arthur J. Sciorra is the City Manager of the City of Ogdensburg, New York; and

WHEREAS, on December 7, 2011 Arthur J. Sciorra filed two (2) Notice of Claim with the City of Ogdensburg alleging, respectively, a breach of contract by the City of Ogdensburg and the defamation of Arthur J. Sciorra by representatives of the City of Ogdensburg; and

WHEREAS, on December 19, 2011 the City Council of the City of Ogdensburg adopted a Preliminary Resolution to Terminate Arthur J. Sciorra as the City Manager of the City of Ogdensburg, New York, for cause; and

WHEREAS, on each of December 16, 2011 and on or about January 3, 2012 Arthur J. Sciorra filed an amended and expanded breach of contract Notice of Claim with the City of Ogdensburg; and

WHEREAS, both the City of Ogdensburg and Arthur J. Sciorra recognize the benefits to each of resolving the on-going above-described dispute; and

WHEREAS, the attached proposed settlement agreement has been agreed to by Arthur J. Sciorra.

NOW THEREFORE, BE IT RESOLVED, that the Acting City Manager is hereby authorized to execute the attached Settlement Agreement.

The vote was:

CARRIED, AYES ALL

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Mayor Nelson made a motion to adjourn the meeting and Councillor Ashley seconded the motion.

The vote was:

CARRIED, AYES ALL

Arthur J. Sciorra
124 Proctor Ave.
Ogdensburg,
New York
13669

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KAB

December 31, 2011

City Council of the City of Ogdensburg, and
Andrew Silver, City Attorney
330 Ford Street
Ogdensburg, New York
13669

Kevin C. Murphy, Esq.
Wladis Law Firm
P.O.Box 245
Syracuse, New York 13214

RE: December 23, 2011; Request for a Public Hearing

Dear Sirs and Madam:

First, I thank you for copying my Attorney Mr. Gilles R.R. Abitbol, Esq. the letter you wrote. I appreciate the Courtesy.

Second, we have also the same kind of problem between you and the Corporate Counsel so any correspondence addressed to you will be also addressed to the Corporation counsel. In that manner, I hope any ulterior confusion is prevented.

Third, as a preliminary objection, we object to the fact that your letter does not give us a date for the public meeting, just a "timetable". We strongly object to the application of this kind of vague unresponsive language. You HAVE to give us the date of the public meeting before we write an answer to you.

Fourth, as a second preliminary objection, we object to the sentence " Regarding the reference in your letter to the reservation of certain rights, any objection not timely made will be treated by the City Council as waived." We agree on the idea, not on the content since we DID NOT receive the date scheduled for the Hearing. This sentence is therefore, as far as we are concerned, largely premature.

Fifth, I object to the following self-serving statement: "Please note: your Contract with the City of Ogdensburg does not define or set forth the procedure applicable to the requested Hearing." We strongly disagree with that statement as you will be able to read hereunder.

But that said, and once again reserving all the rights to bring these elements to the appropriate Jurisdiction when the right time comes, please find enclosed the different objections I have to the Preliminary resolution:

I- Objections as to the Language and Assertions laid out by the City Council in the Preliminary resolution:

A) As a preliminary remark, I would like to object to the language used in the Preliminary Resolution. The citation of C- 19 of the City Charter is erroneous.

1) On the first page of the document, the reference to (5) is erroneous. Your Citation is the following:

"(5) Make other reports as the City Council may require concerning the operations of the City departments, offices and agencies subject to the City Manager's discretion and supervision; and"

2) Actually the proper Citation is :

"(5) Make other reports as the City Council may require concerning the operations of the City departments, offices and agencies subject to the City Manager's direction and supervision; and"

B) I object to the six counts alleged against me:

1) Count 1: I object to the content of Count 1. To my knowledge and understanding the accusation in COUNT 1 of the preliminary resolution is false for the following reasons:

Taken from the C-14 Report: Part I Timeline:

-item 2: Mr. Cosmo as City Comptroller is in charge of the financial affairs of the City, he was responsible for collecting rent for 2 Grove st. Concerning 819 Knox st, Mr. Cosmo as City Comptroller in charge of

the financial affairs of the City, did not collect rent from Burke/Seguin when he met with them. How could he tell them "the city was not in the rental business?"

-Item 3: Ms. Wears indicates in her memo to Mayor and Council on July 7, 2008 that she had been working to remove the stay on the Burke property and that Mr. Cosmo could handle this. Council knew about a property being handled by Wears and Cosmo, known as "the Burke property."

- Item 4: Mr. Cosmo on Oct. 2, 2008 emails Mr. Sciorra regarding status of the eviction process on 2 Grove and that he is in contact with Mr. Gebo. (He checks on status of eviction again on Oct. 28, 2008, item 5, with Angela Rodriguez, the person who handled secretarial matters for Mr. Gebo.)

- Item 6: On Oct. 31, 2008, Mr. Cosmo is looking to evict 819 Knox, same process as for 2 Grove, and several other properties acquired about this time including three on Morris St and another on Knox street. The City Manager indicates to start the legal proceedings with the help of Mr. Gebo for the eviction procedure.

- Item 9: On Dec. 18, 2008, Email from Cosmo to his clerk, Debbie Mitchell, indicating Mr. Gebo is handling the eviction process for the Burke property (819 Knox st): I received no copy of this email. It clearly indicates that Mr. Cosmo is so familiar with this property that it is simply referred to as the "Burke property." On Oct. 2, 2008, Ms. Rodriguez checked with Mr. Gebo on the eviction at 2 Grove st. The same day Mr. Cosmo indicates his intention to treat, 819 Knox st the same way as 2 Grove, i.e., vacate and put it up for sale. This shows that until now everyone is operating under the instructions of the City Manager to proceed with the eviction.

- Item 11, Mr. Gebo sends a letter to Seguin/Burke and then meets with them. I was not copied on this letter nor had knowledge of his meeting with the occupants. According to an Affidavit by Mr. Gebo, Mr. Woods, on several occasions, told him not to get rent or evict.

This was never reported to me, and Mr. Woods acted outside the scope of my directions. Besides the fact that I should have been informed of this fact, the City Comptroller should have been informed of this fact but neither Mr. Cosmo or Mr. Gebo checked with my Office if the direction was actually mine and it was not.

As far as I was concerned, the eviction at 819 Knox Street was being handled like all the other evictions during the same period. Mr. Wood wanted them to stay, and gave four reasons for this then in his statement addressed before the council, he stated it also had to do with his "compassionate, social activist agenda."

- Item 23: Mr. Cosmo by requesting an update on 819 Knox st., is expressing concern to Mr. Woods about city not charging taxes or water and sewer fees. According to the Charter C-55 C, Mr. Cosmo is responsible to supervise all officers and staff regarding financial matters of the city, he does not need Mr. Woods input. Nonetheless, Mr. Woods, as his duties imposes, responds to Mr. Cosmo, since Mr. Cosmo is his financial supervisor and has the authority to demand and collect taxes and fees.

On the day he is demanding, taxes, and water and sewer fees, by email, I, as City Manager reply "and rent". At that time, I directed Mr. Woods and Mr. Cosmo to involve Mr. Gebo to get something pulled together on the matter. Mr. Woods did not carry out this directive, although Mr. Cosmo contacted Mr. Woods on March 22, 2010 and on Jun 9, 2010. They communicated, but Mr. Woods explains he "didn't bring it up."

As a reminder, Mr. Cosmo was working to evict back in 2008 under my proper direction to evict, but also met with Seguin/Burke back at that time and said he didn't want rent. And I demanded the payment of the rent at 819 Knox street.

- Item 24. On Jan. 14, 2010, Mr. Cosmo emails Mr. Woods asking if Mr. Woods has discovered the names of the people living at 819 Knox st., although he had personally met with the occupants and told them he was not looking for rent. Nonetheless, Mr. Woods claimed he met with the occupants Seguin and Burke April 16, 2009, but answers Mr. Cosmo Jan. 14, 2010 that he "will send an email to Mr. Gebo asking for the names of the people living in 819 Knox st."

- Item 26, Mr. Cosmo emails Mr. Woods about rent or eviction, but why was Mr. Cosmo asking Woods about the rent, when he had told the occupants he didn't want rent?

I strongly urge the Council to check The City Comptroller's, The City Attorney's and the Assistant City Manager's duties and responsibilities, as well as their respective autonomy of action and their limits.

2) Count 2: I object to the content of Count 2:

To my knowledge and understanding the accusation in COUNT 2 of the preliminary resolution is false for the following reasons:

I was not a party to many meetings that formed decisions regarding the disposition of the property, I was consistent with my decision to prosecute the matter by evicting or collecting rent.

3) Count 3: I object to the content of Count 3:

To my knowledge and understanding the accusation in COUNT 3 of the preliminary resolution is false for the following reasons:

The "Fell through the cracks." statement was reported to me in a memo from Mr. Cosmo to me in his account of what happened with the property at 819 Knox street. I reported this to Council at their request in a July 2011 update, and again we discussed it in an executive session in July 2011 attended by — mayor, council, and Attorney Silver. At that meeting, council for the second time told me they recommended firing Woods, but more importantly to this matter, they acknowledged the facts surrounding the property at 819 Knox street, wherein they directed me to "clean up the mess."

I said I would, and to this end I have since redrafted the NSP with the assistance of Attorney Silver and have sent memos to Council regarding how to handle 2 Grove st and 819 Knox st, going forward. I faithfully carried out all the directives given to me by council.

4) Count 4: I object to the content of Count 4:

To my knowledge and understanding the accusation in COUNT 4 of the preliminary resolution is false for the following reasons:

There was no chronic delegation on my part.

Charter C-55C authorizes the city comptroller to supervise all financial matters. Charter C-19A(1) The City Manager is responsible for the administration of all city affairs placed with the manager, these responsibilities are limited by the Charter C-55C and AR 51 and AR 52 which give the Comptroller responsibility for all financial matters of the city. As per AR 51 he is responsible to collect taxes, demand and receive all moneys and fees owing to the city and report to City attorney for collection. Also, in AR 51H, he certifies the amount due the city for unpaid water, sewer and any other special charges, such as rent.

There has never been any finger pointing from me, just the reading and application of the City Charter.

5) Count 5: I object to the content of Count 5:

To my knowledge and understanding the accusation in COUNT 5 of the preliminary resolution is false for the following reasons:

I "provided false and misleading reports. . ." I did not lie to Council. I misspoke in my attempt to state the truth to council. I was personally asked by Mayor Nelson to hold on the firing of Mr. Woods on more than one occasion. Mr. Morley admitted to Mr. Skamperle after the meeting that he knew I was misspeaking and admitted to Mr. Skamperle that he already knew about Mr. Nelson attempting to influence my decision to fire Mr. Woods.

6) Count 6: I object to the content of Count 6:

To my knowledge and understanding the accusation in COUNT 6 of the preliminary resolution is false for the following reasons:

There is no exhibit attached or any other information or documentation or context to substantiate the claim that on August 17, I said "I had no idea about this situation." I have no recollection of making the statement but if I did, there is no information as to whom, where, when and how this statement was made or which situation was the matter.

To the best of my recollection, Mr. Skamperle in ^{8/8/11} June 2011, asked in a Council meeting about 819 Knox st. He said he had been approached by a council candidate concerned about the matter. I then asked Phil Cosmo for a memo and I spoke with Jim O'Neil. I put my brief on the matter along with Cosmo's memo in an update to Council.

In the ^{8/8/11} July 2011 Council meeting, Councilor Vaugh in an open session asked for an update to the matter. I said it had personnel implications and council went into executive session along with Andrew Silver and me. We discussed the 819 Knox st project along with some other issues related to Justin Woods.

At this executive session, Council directed me "to clean up the mess" in the NSP program regarding the sale of 819 and 2 Grove.

On Aug 22, 2011, Mr. Vaugh emailed council and reminded it that it had directed me to "clean up the mess" back in July. He later read his email in an open session of council and gave his statement to Chris Robbins.

The record shows and council knew we had discussed the 819 matter. So the alleged statement is not possible in light of the facts.

II- Objections as to the procedure used to call and vote on the preliminary resolution:

A) Claimant's Contract calls for:

Section 1: "This agreement shall commence on February 1, 2006 and shall remain in full effect until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement."

Section 3 B: "This agreement shall be automatically amended to reflect any salary increase that are provided for or required by the Employer's compensation policies"

Section 6: "Employer shall provide the City Manager with a vehicle for both business and personal use. Employer shall pay all liability, property damage and comprehensive insurance coverage on the vehicle and for the vehicle's purchase, operation (including all fuels and lubricants), maintenance, repair and replacement."

Section 9: "For the purpose of this agreement, termination shall occur when:..

C: The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless said reduction is applied in no greater percentage than the average reduction imposed on all non-represented Employees"

E: The Employees is terminated, without cause, by the Employer within six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time the Employee is willing and able to perform his duties under this Agreement.

Section 10 B: "If the Employee is terminated without cause, the Employer is not obligated to pay severance under this Section. Cause shall mean proof by substantial, persuasive evidence that the employee:

- 1) is guilty of willful misconduct, habitual neglect of duty, incompetence, conduct incompatible with his duties, willful disobedience to the Employer's orders or...."

- Section 16: It states, in part,

"Beyond that required under Federal, State or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.]. . . [The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses" This includes legal services to defend myself in a City Charter C-14 and C-20 action.

I therefore officially request the reimbursement of the legal fees I had to pay in the defense of the above mentioned matters.

Section 18: "The Employer, only upon the agreement with the Employee, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City of Ogdensburg Charter or any other law."

Section 20 A: "This agreement set forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered nul and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments will be incorporated and made part of this agreement.

B) The Ogdensburg Municipal Code states in the following relevant sections:

AR 17 E 5.2 states in pertinent part: "...All items submitted for the agenda shall have a completed agenda bill signed by the department head. The agenda shall be a listing by topic of subjects to be considered by the Council, and shall be delivered to members of the Council at least 24 hours preceding the meeting to which it pertains."

AR 17 F 6.1 states: "Form. Local laws, ordinances and resolutions shall be presented to the Council only in printed or typewritten form."

AR 17 F 6.3 states: "The City Attorney shall approve all local laws, ordinances and resolutions as to form and legality".

AR 17 F 6.4 states: "All local laws, ordinances and resolutions shall be reviewed by the City Manager. The agenda bill that accompanies each piece of legislation shall indicate the recommendation of City staff. "

AR 17 F. 6.5 states: " The City Manager's office staff shall prepare copies of all proposed legislation for distribution to all members of the Council at least 24 hours before the Council meeting at which the legislation is to be introduced. If the legislation carries an emergency clause, copies of the legislation must be distributed at least 12 hours prior to the meeting of the Council at which said legislation is to be considered. Said requirements shall not limit the ability of a Council member to propose a resolution under the new and old business portions of the agenda."

AR 17 F 6.6 states: "Local Laws and ordinances introduced at a Council meeting shall not be finally acted upon until at least the next official meeting, and only after a public hearing has been conducted on the question."

C 20 C states: "C. The City Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days

from the date when a copy of the preliminary resolution was delivered to the City Manager, if he/she has not requested a public hearing, or at any time after the public hearing if he/she has requested one.

C) Objections:

- Violation of Section 1 of the Contract:

According to Section 1 of the Contract, the Contract should remain in full force and affect until terminated by the employer as provided in Section 9, 10 or 11 of the agreement.

In the present case the Contract was not terminated in accordance to Section 9,10 or 11 but in accordance to City Charter Section C-20 which is inapplicable following the terms of the Contract since no reference to C-20 is made in anyway shape or form in the Contract.

- Violation of Section 3 B of the Contract:

As of today and as per Section 3 B of Claimant's contract, Claimant has not been compensated at any time by any automatic salary increase that are provided for or required by the employer's compensation policies, including his right to his COLA increase and not excluding his rights to any other amount due under the terms of the contract and their respective yearly interests compounded. (Exhibit 16: Computation received by Claimant handed over to Claimant and prepared by Mr. Phil Cosmo at the end of November 2011)

- Violation of Section 6 of the Contract:

Section 6 was violated when Claimant was asked immediately to surrender the key to the automobile, the City Manager's official cell phone and the laptop computer that was provided by the city as per the terms of that section.

- Violation of Section 9 of the Contract:

Section 9 C was violated when Claimant was asked to surrender the key to the automobile, the City Manager's official cell phone and the laptop computer that was provided by the city as per the terms of that section, and when Section 3 B was violated when Claimant was not compensated at any time by any automatic salary increase that are provided for or required by the employers compensation policies.

Section 9 E was violated when within six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time the Employee is willing and able to perform his duties under this Agreement, the Claimant is terminated since City Counselor Ashley was sworn in, following the recent elections and the Council voted to preliminary terminate Claimant "for cause" and suspend him.

This is in direct contradiction with this clause since if we apply it, if the City Manager is terminated in such circumstances, the termination is without cause. That termination is therefore deemed by the Contract as a termination without cause.

- Violation of Section 10 B of the Contract:

Section 10 B of Claimant's Contract was violated when the Council failed to show proof by substantial, persuasive evidence that Claimant was guilty of willful misconduct, habitual neglect of duty, incompetence, conduct incompatible with his duties, willful disobedience to the Employer's orders" (Exhibit 18)

- Violation of Section 16 of the Contract:

Clearly the report demonstrates that I made many attempts to take action in the matter for which I am accused of willful and wanton neglect, and the entire report exonerates me of this charge, for example, In Part 2, Issue 3 of City Attorney Andrew Silver's C-14 Report, Silver states, "Arthur Sciorra has stated that he specifically instructed both City Comptroller and Mr. Woods to work with Gebo on this issue and that he never agreed to grant the occupants permission to stay rent free. Furthermore, Mr. Sciorra stated that on several occasions in 2009 and 2010 he raised objections to the fact that the occupants were not paying rent and requested that this issue get resolved. (See exhibits M, O, P, Q, R, S, X, B-1 and C-1) Mr. Sciorra furthermore, states that the City Charter and its administrative regulations clearly define the responsibilities of the City Manager, Planner and Comptroller. Mr Sciorra states that he directed that this issue get resolved by initially turning it over to Mike Gebo (see email at exhibit S) Mr. Sciorra further stated that it was appropriate and necessary for Mr. Cosmo to push for the collection of rent, through his numerous e-mails, as the City's Administrative Regulations, AR 50, AR 51E and Charter C-55 authorize and obligate the Comptroller to collect money owed to the city. (See exhibit U-1)"

- Violation of Section 18 of the Contract:

Section 18 of Claimant's contract was violated when, with no agreement with the Claimant, the Employer decided to follow a procedure for termination outside the terms of the contract.

- Violation of Section 20 A of the contract:

Section 20 A of Claimant's Contract was violated when the Employer decided to go outside the terms of the Contract in applying City Charter Section C-20 even though there was no mutual written agreement to amend the contract during the life of the agreement and even though the Contract sets forth and establishes the entire understanding between the Employer and the Employee relating to the Employment of the Employee by the Employer.

In other words, Claimant's Contract made no reference to the City Charter Section C-20 as to the procedure to terminate Claimant's Contract. The contract has not been amended by the parties in order to include any references to Section C-20. The appropriate Contract Sections 9, 10 and 11 are to be

considered as the only procedure to terminate Claimant's employment. It is Claimant's Claim that Section C-20 of the City Charter does not apply to the case at hand. Therefore the Contract has been breached without cause.

- Violation of the Code of the City of Ogdensburg Section AR 17 E 5.2:

When the December 19, 2011 Council meeting was called no items submitted for the agenda had a completed agenda bill signed by the department head. In addition no Bill was delivered to members of the Council at least 24 hours preceding the meeting to which it pertained.

- Violation of the Code of the City of Ogdensburg Section AR 17 F 6.1:

Section AR 17 F 6.1 was violated when the resolution to preliminarily terminate the Claimant's contract was not presented to the Council in printed or typewritten form but read orally to the City Council on the night of the special Meeting. (Exhibit 19)

- Violation of the Code of the City of Ogdensburg Section AR 17 F 6.3:

To Claimant's knowledge the City Attorney did not approve either the form or the legality of the way the December 19, 2011 special meeting was called or the way the oral resolution voted upon at that same meeting was submitted. (Exhibit18)

- Violation of the Code of the City of Ogdensburg Section AR 17 F 6.4:

The resolution presented was not reviewed by the City Manager, and there was no Agenda Bill, and consequently no recommendation of the City Staff.

- Violation of the Code of the City of Ogdensburg Section AR 17 F. 6.5:

The City Manager's office staff could not prepare copies of all proposed legislation for distribution to all members of the Council at least 24 hours before the Council meeting at which the legislation was to be introduced. The legislation did not carry an emergency clause as to the topic to be considered.

- Violation of the Code of the City of Ogdensburg Section AR 17 F 6.6:

Section AR 17 F 6.6 was violated when the City Council acted immediately after taking the vote, it requested that the Claimant surrender the key to the automobile, the City Manager's official cell phone and the laptop computer that were provided to him as per his contract.

- Violation of the Code of the City of Ogdensburg Section C 20 C:

Section C 20 C was violated when the City Council acted immediately after voting the preliminary termination of Claimant, and requested that the Claimant surrender the key to the automobile, the City Manager's official cell phone and the laptop computer that were provided to him as per his contract before an affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the City Manager, if he/she has not requested a public hearing, or at any time after the public hearing if he/she has requested one.

You are very welcome to call me at the following phone number, (351) 393-7976 or Mr. Abitbol at (315) 706-0159 or to write to me at the above mentioned address.

Very Truly Yours,

A handwritten signature in cursive script that reads "Arthur J. Sciorra". The signature is fluid and somewhat stylized, with the first name "Arthur" and last name "Sciorra" clearly legible.

Arthur J. Sciorra

Cc: Mr. Gilles R.R. Abitbol, Esq.; City Council, City of Ogdensburg