

City of Newburgh Council Work Session

6:00 pm

February 10, 2011

DRAFT AGENDA

1. Procedural Items related to the City Council meeting on February 15, 2011
 - a. Minutes of the meeting of January 24, 2011
 - b. City Clerk's Report for the month of January
 - c. Registrar of Vital Statistics Report for the month of January
 - d. Civil Service Administrator's Report for the month of January
 - e. In recognition of Black History Month student essay contest winners will read their essays at the Feb. 15 and Feb. 28 City Council meetings
2. Grants/Contracts/Agreements/Settlements:
 - a. (Res. 23) Authorizing a ten-month extension to the agreement with Regent Consultants Corporation for professional services related to the City's risk management and insurance program at a cost of \$2,500.00 per month.
 - b. (Res. 30) Authorizing the application to NYS Archives for a Local Government Records Management Improvement Fund grant in the amount of \$10,000.00 (no matching funds required) for the purpose of preparing a records emergency/disaster management plan.
 - c. (Res. 31) Authorizing the application to NYS Archives for a Local Government Records Management Improvement Fund grant in the amount of \$15,540.00 (no matching funds required) for the purpose of completing phase I of the Code Compliance laser fiche scanning and filing system project.
 - d. (Res. 32) Authorizing a vendor services agreement with Angelo Lallis at a rate of \$30.00 per hour to provide consulting services to the assessor's office for the preparation and maintenance of the 2011 assessment roll.
3. Discussion Items:
 - a. Policy regarding the collection of water and sanitation fees
 - b. Amendment to the tax collection dates (see letter from Mr. John Suo, Sr.)
 - c. Requests of outside groups to use City facilities as a meeting space (get estimate of costs for 2, 3 and 4 hour periods)
 - d. Event policy
 - e. Amendment to the towing ordinance (see memo from Michelle Kelson with proposed ordinances attached)
 - f. Revenue enhancing ideas

4. Planning and Development/Community Development/Real Estate
 - a. Proposed Auction List
 - b. Update on the East Parmenter Street KNEC Loan
5. Executive Session:
 - a. Settlement of Litigation
 - b. Matters pertaining to the employment of a particular person

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	13	227.50
	Miscellaneous Cash	Liquor Tax	1	27.50
		Sub-Total:		\$255.00
2590	Misc. Fees	Handicap Parking Spaces	2	50.00
	Towing License	Towing License	2	150.00
		Sub-Total:		\$200.00
A12550003	Misc. Fees	Certified Copies - Marriage	22	232.00
		Sub-Total:		\$232.00
A12550008	Misc. Fees	Copies	44	11.00
		Sub-Total:		\$11.00
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
		Thumbprint Fee	2	10.00
		Sub-Total:		\$15.00
A15200001	False Alarms	False Alarms	4	750.00
		Sub-Total:		\$750.00
A1550	Public Pound	Public Pound	2	20.00
		Sub-Total:		\$20.00
A15500004	Dog Redemption	Redemptions	1	35.00
		Sub-Total:		\$35.00
A25010001	Liquor Tax	Liquor Tax	27	3,956.50
		Sub-Total:		\$3,956.50
A2544	Dog Licensing	Female, Spayed	4	30.00
		Female, Unspayed	2	25.00
		Male, Neutered	9	67.50
		Male, Unneutered	3	37.50
		Sub-Total:		\$160.00
A25900008	Alarm Permit	Alarm Permit	2	200.00
		Sub-Total:		\$200.00
A25900020	Taxi Drivers License	Taxi Drivers License	4	400.00
		Sub-Total:		\$400.00

Total Local Shares Remitted:	\$6,234.50
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Amount paid to: NYS Ag. & Markets for spay/neuter program	28.00
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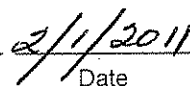
Amount paid to: State Health Dept. For Marr. Licenses	292.50
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Total State, County & Local Revenues:	\$6,555.00
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Total Non-Local Revenues:	\$320.50
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City Clerk



Date



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

FEBRUARY 1, 2011

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH
OF JANUARY 2011 THE SUM OF \$5,592.00 AS FOLLOWS:

191 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$1,910.00
368 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$3,682.00</u>
TOTAL	\$ 5,592.00

IN ADDITION:

101 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
50 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
2 FETAL DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE.

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
January 2011

Finance:

MaryLee Peters
33 Spruce Street
Cornwall, NY

City Collector
Appt. Provisional 1/1/11
\$61,472

Amanda Scott-Aquino
88 Henry Avenue
Newburgh, NY

Sr. Payroll Clerk
Appt. Provisional 1/31/11
\$42,207

**Planning &
Development:**

Maurice Morris
4 Country Hollow
Highland Mills, NY

Housing Loan Officer
Appointed 12/16/10
\$51,890

Water:

Thomas Rabey
1 Arbor Drive
Newburgh, NY

Asst. Maint. Mechanic
Appointed 1/7/11
\$38,748

Richard Smith III
26 Walker Valley Road
Pine Bush, NY

Asst. Maint. Mechanic
Appointed 1/7/11
\$38,748

RESOLUTION NO.: 23 - 2011

OF

FEBRUARY 15, 2011

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

WHEREAS, by Resolution No. 189-2009 of December 14, 2009 City of Newburgh entered into an agreement with Regent Consultants Corporation which expired on December 31, 2010; and

WHEREAS, by Resolution No. 259-2010 of November 22, 2010 the City of Newburgh extended the agreement with Regent Consultants Corporation for two months which is due to expire on March 1, 2011

WHEREAS, the City of Newburgh would like to extend said agreement for an additional ten (10) months which will expire on December 31, 2011; and

WHEREAS, the agreement is for providing assistance in the review of the City's insurance program and risk management in the form of consulting services at the rate of \$2,500.00 per month; and

WHEREAS, this Council has determined that extending this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to extend the agreement with Regent Consultants Corporation an additional ten (10) months, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of \$2,500.00 per month, the cost shall be derived from M.1710.0400 for consulting services in the review of the City's insurance program and risk management.

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 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

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

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

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

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

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

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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.

SCHEDULE A

SCOPE OF SERVICES

Regent Consultants Corporation shall perform the following duties:

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

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 three thousand (\$2,500.00) dollars per month plus disbursements, as defined below, payable on the first of each month, in conjunction with services provided. The VENDOR shall submit monthly invoices and the CITY shall pay the VENDOR the amounts due within thirty (30) days after such invoices are received by the CITY.

EXPENSES: The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred as a result of the CITY'S request that the VENDOR travel beyond the CITY'S geographic boundaries. All such requests shall be pre-approved in writing by the CITY and VENDOR. The VENDOR shall submit written documentation and receipts where available itemizing the purpose, amounts expended, and dates on which expenses were incurred.

RESOLUTION NO. 30 - 2011

OF

FEBRUARY 15, 2011

A RESOLUTION AUTHORIZING THE APPLICATION TO N.Y.S. ARCHIVES
FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT
FUND (LGRMIF) GRANT IN THE AMOUNT OF \$10,000.00
FOR THE PURPOSE OF PREPARING
A RECORDS EMERGENCY/DISASTER MANAGEMENT PLAN

WHEREAS, the City of Newburgh has demonstrated its commitment to the protection and management of its extensive active and inactive municipal records dating back to the late 1700's through numerous prior grants and initiatives, as well as in the City's annual Records Management and G.I.S. budgets; and

WHEREAS, the City is committed to protecting its records and providing back-up to its departments in order to provide as little interruption to services to the public in the case of an emergency or disaster; and

WHEREAS, the City adopted a City Emergency Management Plan in June 2008 which acknowledges the need for said Records Emergency/Disaster Management to be integrated into it; and

WHEREAS, N.Y.S. Archives provides a grant for the preparing of a Records Emergency/Disaster Management Plan through the Local Government Records Management Improvement Fund (LGRMIF); and

WHEREAS, this grant does not require a match;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to submit an application to the N.Y.S. Archives Local Government Records Management Improvement Fund in the amount of \$10,000.00 for the purpose of preparing a Records Emergency/Disaster Management Plan.

RESOLUTION NO. 31 - 2011

OF

FEBRUARY 15, 2011

A RESOLUTION AUTHORIZING THE APPLICATION TO N.Y.S. ARCHIVES FOR A
LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF)
GRANT IN THE AMOUNT OF \$15,540.00 FOR THE PURPOSE OF
COMPLETING PHASE 1 OF THE CONVERSION OF THE CODE COMPLIANCE
ACTIVE PROPERTY FILES INTO ELECTRONIC FORM THROUGH
SCANNING THEM INTO THE CITY'S "LASERFICHE"
ELECTRONIC DOCUMENT SCANNING & FILING SYSTEM

WHEREAS, the City of Newburgh's Code Compliance handles 23 different permits, 13 types of complaints & inspections, 6 certificates, 5 types of insurance & bonds, 6 different reports, correspondence, street openings, court appearances, information requests, three boards' applications, two registries, violations, and plans for 7,700 properties, and approximately 7,000 of those properties have active files, with an average of 24 different types of documents, 235 sheets of paper, and 43 staples in each, yielding an estimated total of 1,645, 000 sheets of paper just in the active files; and

WHEREAS, although basic Code Compliance data currently is entered into IPS software, documents and other information in the actual folders of active files are needed by 4 boards and nine departments in 6 other City locations, together with daily Freedom of Information requests and requests from other agencies; and

WHEREAS, the City has already invested in the electronic document scanning and filing system "Laserfiche" through General Code as a result of a prior RFP process for both Code Compliance and the City Clerk, as well as two scanning stations, which provide standardization of document and electronic record filing, as well as thorough key-word searching and retrieval; and

WHEREAS, the City has implemented a data warehouse through two prior N.Y.S. Archives Local Government grants which can be integrated with the "Laserfiche" document scans and folders; and

WHEREAS, N.Y.S. Archives provides a grant for Document Conversion & Access through the Local Government Records Management Improvement Fund; and

WHEREAS, this grant does not require a match; and

**Local Government Records Management Improvement Fund (LGRMIF)
0580-12-2076 Phase 1: Scanning of Code Compliance property files
Application Sheet**

Project Number	0580 -12 -2076
Institution	City Of Newburgh -
Mailing Address:	83 Broadway
Address:	
City, State, Zip:	Newburgh NY 12550
Chief Administrative Officer:	Richard Herbeck (note: automatically inserted in application - as spelled in NYS Dept. of Education database – to be corrected by form submitted with grant application)
Title:	City Manager (note: title to be corrected with form submitted with grant application)
Phone:	(845)569-7301
Email:	citymanager@cityofnewburgh-ny-gov
State Judicial District: 9	State Assembly Districts: 96 100 102
State Senate Districts: 39 41	State Congressional Districts: 19 22
Federal ID: 146002329	School District: Newburgh City Sd
Institution Type:	Cities

NOTE: The institutional information listed above is pulled from the SEDREF database. SEDREF, the single authoritative source of identifying information about institutions which the NYS Education Department determines compliance with applicable policy, law and/or regulation.

If your institutional information is incorrect, it can only be updated once your Payee Information Form is received by the Grants Administration Unit and approved by Grants Finance. Grant Unit staff do not have authority to update SEDREF information. The applicant cannot edit the SEDREF information above on their own.

Participating Institutions

NYC
Department of
Records and

Budget	
Number of Employees	Full-time:233 Part-time:24
Amount Requested	\$15,540

Application	
Application Type	Individual
Project Category	Document Conversion and Access
Project Type	First-Time Inventory: false Electronic Records Inventory: false Email Management: false

Summary description of proposed project activities: Describe the project, including scope, objectives, and description of records. The summary should be brief, but should provide a clear statement of how you intend to use a LGRMIF grant.

The City of Newburgh is seeking \$15,540 in grant funds to accomplish Phase I of the conversion of the Code Compliance active property files to digital format, a demonstration project. There are 7,700 properties within the 4 square miles of the City, and 7,000 of those properties have active files that are used by several departments and boards. The City will hire and supervise a temporary records clerk for 6 months to review and prepare each file folder, remove staples and duplicates, scan the necessary documents, enter standard information as metadata, verify images, and box the completed files. The City is committed to expanding its data warehouse to allow departments and boards to share electronic access to active files internally and to expedite Freedom of Information requests by its citizens and other agencies. The conversion will also provide critical back-up for an active record series that currently is vulnerable in the event of a disaster and reduce some of the physical space needs of the department.

Local Government Records Management Improvement Fund (LGRMIF)

Project Narratives

Project Number 0580 -12 -2076
Institution City Of Newburgh -

Ia. Describe records management problem

The City of Newburgh's Code Compliance handles 23 different permits, 13 types of complaints & inspections, 6 certificates, 5 types of insurance & bonds, 6 different reports, correspondence, street openings, court appearances, information requests, three boards' applications, two registries, violations, and plans for 7,700 properties. 7,000 of those properties

LGRMIF G.I.S. assessment and implementation grant awards have resulted in a the beginnings of a data warehouse with the ability to coordinate building department data with other departments, allowing the City to have a unique overview for planning strategies. Adding scanned documents to that data will expedite and enhance inter-departmental project coordination.

The City has received 13 LGRMIF grants in the past:

• 0580-09-0443	G.I.S. Phase I Implementation	\$65,739
• 0580-08-8164	G.I.S. Needs Assessment Plan	\$13,000
• 0580-05-5375	Vital Records –microfilming completed	\$14,796
• 0580-04-3228	City Court Records Center	\$12,210
• 0580-02-1256	City Council Proceedings: 2d ½ scans & ISYS	\$30,585
• 0580-01-0575	Vital Records – microfilming begun	\$ 600
• 0580-00-0258	City Council Proceedings: 1 st ½ scans & ISYS	\$25,459
• 0580-99-5559	Records Center established	\$38,025
• 0580-95-2602	Inactive Records management	\$24,732
• 0580-94-1864	Microfilming: Assessor, Charter, etc.	\$21,443
• 0580-93-0799	Inventory: Newburgh Housing Authority records	\$ 8,362
• 0580-92-0494	Inventory: all municipal records	\$19,800
• 0580-91-0232	Engineering Dept.: large format copier & copying	\$33,900

Ic. Explain why funding is essential

Thirteen times LGRMIF funding, matched with City effort, has allowed the City to provide fundamental records management, secure storage, critical back-up, and shared access for an extraordinary wealth of active and inactive municipal records that date back to the late 1700's. Funding gave the City shelving and cartons for two records centers; staff set up the centers, worked with every department to box up and inventory inactive records, moved the cartons, created a detailed database with 20,000 entries to-date, and now actively retrieve & process records for every department. Funding implemented the beginning of the City's G.I.S. data warehouse; the G.I.S. Analyst (2011 salary/benefits of \$59,943/\$17,987 and 2011 budget of \$20,000) is working daily with departments on data and material to expand the shared electronic content. The City is committed to the protection and management of its municipal records, but with severe economic set-backs, it does not have the in-house capability to begin the conversion project for Code Compliance's active property files. The City does have staff to oversee the first phase, already has invested the software for the conversion, and will add two additional scanning stations to the existing station. And as demonstrated in the past, the City is committed to seeing the project through the necessary phases to completion.

IIa. Intended results/anticipated benefits

The immediate project results will be the

- accessibility of the first phase of scanned active property files throughout all of the municipal locations
- expedited public FOIL response
- integration of scanned files with current electronic data
- Phase I completed of a comprehensive active property file conversion project

departmentally by I.T. Director. Final assessment of volume of records converted and analysis of amount of project remaining for next phase(s).

IIIb. Requirements of relevant project category

N.Y. State Archives Publication No. 77 "Managing Imaging and Micrographics Projects" states that "imaging...is particularly helpful in cases when a large number of people must access the same set of files simultaneously. Imaging is a common solution for dealing with voluminous and heavily used records."

The active property files in Code Compliance hold information and documents that are used by 4 boards and 9 departments in 6 other locations, together with daily Freedom of Information requests and requests from other agencies. There are approximately 7,000 active property files, which hold an average of 235 document sheets of paper. Basic data is already being shared inter-departmentally through the recently begun G.I.S. data warehouse, but the physical property folders themselves are still the primary sources of necessary information and documents.

IIIc. Responsible parties and qualifications

- The Records Management Officer (RMO) will serve as the Project Director and will personally oversee and participate in the execution of this project. The RMO, who has experience with both municipal records and property files, has worked closely with the Code Compliance staff and the I.T. Director to assess the needs and parameters of the project.
- The Code Compliance staff, an Office Manager and Senior Account Clerk who have both been in the department for more than a decade, will demonstrate to the temporary Records Clerk the necessary work tasks involved in sorting file documents, identifying documents, and labeling documents after scanning. They will closely supervise the work as it is being done, and verify images and data input during the process.
- The temporary Records Clerk will be hired through a local agency. Hiring criteria is that the person must have the necessary higher level skills and experience, and be responsible and thorough.

IVa. Contributions demonstrated

The City of Newburgh has contributed to Records Management in these ways:

- Beginning in 1990, a part-time clerk in the City Clerk's office was assigned municipal records management duties; she wrote the first five LGRMIF grants and supervised the inventorying of all of the municipal records, enabled the Engineering Dept. to reformat some of its collection of plans, and arranged for the microfilming/back-up of the City's Charter and the Assessor's sets of property cards;
- In 1998, the part-time clerk retired, and the Engineering Technician assumed full-time records management of both the municipal records and the engineering records. She wrote the next 6 successful LGRMIF grants, which enabled the City to set up two secure records storage facilities and microfilm & scan the City Clerk's vital records for both back-up and easy keyword searching through ISYS software;
- The most recent LGRMIF grant applications were written by the full-time G.I.S. Analyst,

Freedom of Information process.

- The Finance Dept. will assist RMO in the financial paperwork required by the New York State Archives during the course of the grant and during close-out.

IVb. Program Maintenance

- Code Compliance staff will incorporate Laserfiche scanning and electronic property file-populating into their daily work routine hereon in.
- The City will continue with its annual financial investment in Laserfiche and immediately add Laserfiche retrieval access to property file 'stakeholder' departments.
- Both the RMO and Code Compliance will use the completed Phase I conversion to champion and enable the rest of the project. Files scanned in Phase I will be made available to the departments, which will increase demand for completion of full conversion.
- At the first economically feasible opportunity, the rest of the departments will acquire full-user Laserfiche software and scanners in order to contribute electronic files to the property-based folder tree established by Code Compliance in this project.

Professional Salaries

Support Staff Salaries

Equipment

Minor Remodeling

Purchased Services

The City will hire a temporary clerk with demonstrated experience, skills, and responsibility relevant to the required tasks of sorting through complex file folders, identifying documents types and series, scanning said documents, and entering into the computer template basic identifying information for each document.

The clerk will be hired through a temporary personnel agency, or as a temporary subcontractor, for a billing rate of no more than \$18.50 per hour (the 'going' rate for skilled clerks in Orange County in 2011), will work no more than 35 hours per week, for no more than 6 months/24 weeks.

Purchased Services - BOCES

Supplies and Materials

RESOLUTION NO.: 32 - 2011

OF

FEBRUARY 15, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT FOR VENDOR SERVICES
WITH ANGELO LALLIS AT A RATE OF THIRTY DOLLARS PER HOUR
TO PROVIDE CONSULTING SERVICES TO THE ASSESSORS OFFICE
FOR THE PREPARATION AND MAINTENANCE OF THE 2011 ASSESSMENT ROLL

WHEREAS, this Council, by Resolution 200-2010 of September 7, 2010 authorized the City Manager to enter into an agreement with Angelo Lallis for consulting services to the Assessors Office for the preparation and maintenance of the 2011 assessment roll; and

WHEREAS, such agreement expires on December 31, 2010; and it is now necessary to extend this agreement until December 31, 2011

WHEREAS, the rate for these services is \$30.00 per hour not to exceed 8 hours per week, funding shall be derived from A.1355.0110; and

WHEREAS, this Council has determined that entering into such 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 execute an agreement, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Angelo Lallis at a rate of \$30.00 per hour to provide consulting services to the Assessors Office.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2011, 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 ANGELO LALLIS, 220 Valley Avenue, Walden, New York 12586, 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, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

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 December 31, 2011.

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 A, 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 A, 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 sixty (60) 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.

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. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. 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

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

ARTICLE 14. 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 15. 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 16. TERMINATION

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

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

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

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

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

other action provided for by law or pursuant to this Agreement.

ARTICLE 22. 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 23. 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: _____
ANGELO LALLIS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

Angelo Lallis
220 Valley Ave
Walden, NY 12586
845-988-8800

August 25, 2010

Fernando Gonzalez
City of Newburgh Assessor
83 Broadway
Newburgh, NY 12550

Re: Consultant for the 2011 Assessment Roll

Mr. Gonzalez:

As per our previous discussion, I offer my services to the Assessor's office as a consultant in the preparation and maintenance of the 2011 assessment roll. I am capable of providing the following services:

- Assist in the monthly sales transmittal process as mandated by the Office of Real Property Services (ORPS)
- Update building permit and certificate of occupancy data on the Real Property System (RPS) for assessments
- Create a model using regression analysis to update assessments
- Update the land and cost tables in the RPS system to coincide with values as of July 1, 2010
- Assist in the process of valuing all residential and commercial properties
- Exemption administration knowledge

I possess thorough knowledge of the assessment process and will provide these services on and off site, 8 hours per week, at a rate of \$30 per hour, under your direction. Utilization of the city's hardware and software will be necessary to fulfill these duties. Thank you for your consideration.

Best Regards,
Angelo Lallis

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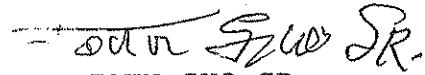
JANUARY 29, 2011

TO: MAYOR VALENTINE:
REFERENCE: CITY TAXES:

GETTING TO THE POINT, MANY SENIOR CITIZENS LIKE MYSELF
DEPEND ON OUR SOCIAL SECURITY CHECKS TO PAY OUR BILLS ON TIME
SO AS NOT TO BE PENALIZED. I WOULD LIKE TO KNOW, WHY DID YOU
AND THE CITY CONSUL DECIDE TO RUB SALT INTO THE WOUND BY
CHANGING THE DUE DATE TO THE FIRST OF THE MONTH.

DIDN'T ANY ONE CONSIDER THAT THIS WOULD BE A PROBLEM?
WHY?. FOR THE SIMPLE REASON THAT MOST SENIOR CITIZENS RECEIVE
THEIR SOCIAL SECURITY ON THE THRID OF EACH MONTH. BY CHANGING
THE DATE TO THE FIRST OF THE MONTH FORCES SOME SENIORS TO
TO BORROW MONEY TO PAY CITY TAX ON TIME PLEASE CONSIDER
CHANGING THE DATE TO COMPLY WITH OUR NEEDS FOR A CHANGE.

RESPECTFULLY YOURS



MR. JOHN SUO SR.

3e

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Bernis Elizabeth Nelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Michelle Kelson
Assistant Corporation Counsel

MEMORANDUM

TO: Councilwoman Regina Angelo
Councilwoman Marge Bell
Councilwoman Christine Bello
Councilman Curlie Dillard
Mayor Nicholas Valentine

FROM: Michelle Kelson, Assistant Corporation Counsel

RE: Amendments to Chapter 297, Wreckers and Towers
Fee Schedule limited to Tows at City Direction
Amendments to Chapter 163, Fees

CC: Acting City Manager Richard F. Herbek
Corporation Counsel Bernis E. Nelson
Police Chief Michael Ferrara
Public Works Superintendent George Garrison

DATE: February 3, 2011

The Law Department has prepared two ordinances related to towing and fees for towing services.

As you are aware, the Chapter 297 of the City Code of Ordinances, entitled "Wreckers and Towers" provides for the licensing of towing service operators and establishes a rotational towing service list for police-initiated towing of abandoned vehicles and disabled vehicles involved in motor vehicle accidents.

It is well-settled that the authority to enact such an ordinance is within the City's "police power" to regulate the health, safety and well-being of persons or property. In this regard, the purpose of the ordinance is to prevent tow truck operators from racing to accident scenes and causing further traffic congestions, as well as preventing predatory pricing by the chasing towers. The towing ordinance also promotes the free flow of traffic by assisting police in the removal of abandoned vehicles from the City streets.

However, the towing ordinance may not be used for the purpose of economic regulation. Therefore, the schedule of fees which licensed towers can charge may be applied only to tows which are at the direction of or at the request of the City of Newburgh Police Department for the express purpose of removing vehicles disabled by accident or which are abandoned or illegally parked so as to constitute a hazard or interfere with the free flow of traffic.

The proposed ordinances make the following changes:

- Clarifies that licensed towers who participate on the rotational list are limited to the City's fee schedule only where the call for service was at the direction or request of the City of Newburgh Police Department. There are no other substantive changes.
- The proposed ordinance moves the schedule of fees to Chapter 163, Fees, exclusively.
- T amendment to Chapter 163, Fees, proposes to increase fees for towing and storage services, which have not been increased since the full revision of Chapter 297 in 2005.

The proposed ordinances have been reviewed by the Police Department and the Department of Public Works. The Law Department recommends that the City Council adopt both ordinances.



MICHELLE KELSON

MK/ar
Attachments

ORDINANCE NO.: _____-2011

OF

FEBRUARY 15, 2011

AN ORDINANCE AMENDING CHAPTER 297
ENTITLED "WRECKERS AND TOWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 297 be and is hereby amended as follows:

Section 1. § 297-3. Towing, storage and clean-up rates.

A. No owner or driver of a wrecker or tow truck may charge in excess of the [following] rates set forth in Chapter 163, "Fees" of this Code for towing and winching of vehicles, motorcycles and mopeds, when such tow or winch is at the direction of the City of Newburgh Police Department, including impoundment at City's direction for law enforcement purposes under Section 297-12 of this Chapter and traffic stop tows under Section 297-13 of this Chapter.

(1) ~~Between the hours of 8:00 a.m. and 5:00 p.m., for towing or provision of road service for vehicles, mopeds and motorcycles, an initial pickup charge of \$75.~~

(2) ~~Between the hours of 5:00 p.m. and 8:00 a.m., for towing or provision of road service for vehicles, mopeds and motorcycles, an initial pickup charge of \$95.~~

(3) ~~At any time during a snow emergency, regardless of the hour of the day, for towing or provision of road service for vehicles, mopeds and motorcycles, a total maximum charge of \$125 may be made.~~

(4) ~~For winching of vehicles, motorcycles or mopeds, a flat maximum charge of \$85 per hour may be made, chargeable to the owner or person or entity responsible for such vehicle.~~

(5) ~~For abandoned vehicles, as defined in the Vehicle and Traffic Law, between 6:00 a.m. and 6:00 p.m. or the rate for towing vehicles, motorcycles or mopeds shall be a flat rate of \$50 per vehicle.~~

(6) ~~For City-owned cars, motorcycles or mopeds, a flat towing charge is hereby established, which shall not exceed \$45 and, for towing such vehicles from outside the City, an additional charge of \$1.50 per mile of towing.~~

~~(7) No wrecker or tow truck operator shall charge the owner or responsible party a storage charge in excess of \$40 outside and \$50 indoors per any twenty-four hour period or portion thereof for any vehicle which has been towed and/or stored pursuant to this chapter. City vehicles shall be treated as provided in Subsection A(6) hereof.~~

B. The City of Newburgh may audit the tow logs, books and records of all licensees at any reasonable time, for its own convenience or upon request of an interested party.

C. A charge as set forth in Chapter 163, "Fees" of this Code [of \$50 per 1/2 hour] may be imposed against the owner or responsible party for provided clean-up services to remove debris, fluids and other materials from the location, if necessary, to restore conditions of safe passage on the thoroughfare.

D. A charge as set forth in Chapter 163, "Fees" of this Code [of an amount not to exceed \$40] may be imposed per application of Speedy Dry and/or other such materials as may be necessary to restore conditions of safe passage on the thoroughfare.

§ 297-12. Impoundment at City's direction for law enforcement purposes.

A. All licensee called upon to tow and/or impound a vehicle by or for the City of Newburgh Police Department must store the vehicle if so directed by a member of the Police Department, at such facility as may be designated by the Police Department or by the City of Newburgh.

B. If the Police Department directs a licensee to tow and impound a motor vehicle at a facility not owned or controlled by the City of Newburgh, such operator shall be able to provide the facilities to store said vehicle. In case of impoundment, such operator may charge the same fees as authorized under Section 297-3 of this Code for the storage of such motor vehicle ~~no charge for storage shall be made in excess of \$20 per day for outdoor storage and \$30 per day for indoor storage.~~ The operator shall provide liability insurance covering said stored vehicles in amounts not less than is required in § 297-9B and said policy shall name the City of Newburgh as an additional insured. The requirements set forth in § 297-9B shall be deemed to apply to the insurance required by this section and by City Code.

§ 297-22. Towing of vehicles by City.

A. In the event that a vehicle is towed by the employees and agents of the City itself, using tow vehicles, equipment and facilities owned and/or controlled by the City, then the City of Newburgh shall charge such fees against the owner and/or party responsible for such towed vehicle and for winching, cleaning the scene, storage and all other applicable charges equivalent to the schedule of fees charged by private licensees as authorized under Section 297-3 of this

Code hereunder for such services. Such towing and related services shall be performed and provided by the City generally in accordance with the protocols set forth in this chapter as are applicable to private licensees, subject to such specific provisions and commands as may be issued by the City Manager and the Chief of Police or their designee(s).

B. Persons or entities reclaiming vehicles from the City shall comply with the following before such vehicle shall be released by the City.

(1) Satisfactory proof of ownership and/or entitlement to physical possession of such vehicle shall be provided to the designated officer of the City of Newburgh Police Department.

(2) Payment of all outstanding fines, violations, parking tickets and all other offenses and fees shall be made to the City Clerk. The City Clerk shall issue a receipt for such payment, which receipt must be provided to the designated officer or agent of the Police Department prior to such release. If the vehicle is designated as an "abandoned vehicle," then in addition to the foregoing the City shall charge an additional fee as set forth in Chapter 163, Fees, of this Code ~~for \$250~~ prior to releasing same.

(3) If a vehicle is towed by a private licensee to a City storage facility at the request of the City, in addition to the foregoing, the City shall charge the owner or responsible party a sum equivalent to not less than the towing cost charged to the City by such private licensee plus a storage fee as set forth in Chapter 163, Fees, of this Code of \$20 per day or part thereof for storage outdoors, or \$30 per day or part thereof for storage indoors.

(4) Abandoned vehicles.

(a) If the vehicle towed by or at the request of the City is designated by the City as an "abandoned vehicle," and the value of such vehicle is established by the City as less than \$1,250, the City shall pay to a private licensee for such tow a fee of \$50. If such vehicle is stored at a private facility, the City will not be liable to such private licensee for any storage charges; and the City will take or accept possession of such vehicle from such private licensee within a reasonable time.

(b) If an abandoned vehicle towed pursuant to Subsection B(4)(a) above has a value as established by the City of \$1,250 or more, the private licensee in physical possession of such vehicle may retain possession of same for further handling and disposition in compliance with the New York State Vehicle and Traffic Law and applicable rules and regulations, or may turn over such physical possession of same to the City upon notice to the City and acceptance by the City of same. If a vehicle is turned over to the City

pursuant hereto, the licensee shall also provide to the City at such time all documentation and available history regarding said vehicle.

§ 297-24. Fees; rates.

A. The fee payable to the City Clerk with each application for a tow truck and operator's license shall be set forth in Chapter 163, Fees, of this Code ~~the Standard Schedule of Fees~~ and as may be revised each year.

B. Rates charged for towing vehicles, storage and specialized services at the request and/or direction of the City of Newburgh Police Department within the City of Newburgh shall not exceed the rates as set forth in Chapter 163, Fees, of this Code the City of Newburgh Schedule of Fees.

C. All licensees shall be required to post in their garage, or service station, or place of business in a conspicuous place and available for view by the public, a schedule of the maximum rates for towing and storage, at the direction of the City of Newburgh Police Department, as set forth in Chapter 163, Fees, of this Code the City of Newburgh Schedule of Fees.

D. Tow charges incurred by the City for the removal of each abandoned vehicle shall not exceed one tow charge per vehicle.

Section 2. This Ordinance shall take effect immediately.

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Underlining _____ denotes additions

~~Strikethrough~~ denotes deletions

ORDINANCE NO.: _____ - 2011

OF

FEBRUARY 15, 2011

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

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:

§ 297-3 Towing, storage and clean-up rates.

<u>Initial Pick-up charge for Towing or Road Service</u>	
<u>Between 8:00 a.m. and 5:00 p.m.</u>	<u>\$100.00</u>
<u>Between 5:00 p.m. and 8:00 a.m.</u>	<u>\$125.00</u>
<u>Any Time During Snow Emergency</u>	<u>\$150.00</u>
<u>Winching Charge per hour</u>	<u>\$85.00</u>
<u>Towing City-owned cars</u>	<u>\$45.00 plus \$1.50 per mile if towed from outside City limits</u>
<u>Outside Storage</u>	<u>\$50.00 for the initial 24 hours or any portion thereof and \$50.00 for each 24 hour period thereafter or portion thereof</u>
<u>Inside Storage</u>	<u>\$60.00 for the initial 24 hour period or any portion thereof</u>

and \$60.00 for each 24 hour
period thereafter or portion
thereof

Clean-up services \$50.00 per half hour

Application of Speedy Dry or similar material \$40.00

§ 297-6 Wreckers and towers

Annual license fee \$150 for the first two vehicles

For each truck or vehicle in
excess of two: \$25.00

§ 297-22 Towing of vehicles by City

Abandoned Vehicles as defined in the
New York State Vehicle and Traffic Law \$250.00

Storage at City facilities \$50.00 per day or any part
thereof for outside storage

\$60.00 per day or any part
thereof for inside storage

Section 2. This ordinance shall take effect immediately.