

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of November, 2015 at 7:00 P.M., Prevailing Time.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR EXEMPTION AND ASSESSMENT SERVICES WITH THE ORANGE COUNTY REAL PROPERTY TAX SERVICES OFFICE TO BE EFFECTIVE JANUARY 1, 2016

Councilman/woman \_\_\_\_\_ presented the following resolution which was seconded by Councilman/woman \_\_\_\_\_.

**WHEREAS**, the Town Board of the Town of Newburgh (the "Town") in the interest of economy and efficiency of operation has investigated and reviewed the functions served by the office of Town Assessor, and

**WHEREAS**, the County Real Property Tax Services Office has the ability to provide assessment services to the Town, and

**WHEREAS**, Section 1537 of the Real Property Tax Law of the State of New York permits the Town Board of Newburgh to enter into, amend, cancel and terminate an agreement with a County for appraisal services, exemption services and assessment services, including the appointment of the person to perform the assessment services

**WHEREAS**, the Town Board of the Town of Newburgh on September 8, 2015, adopted a resolution subject to permissive referendum to authorize negotiations in anticipation of executing an agreement with Orange County, pursuant to the provisions of Real Property Tax Law Section 1537, for the Orange County Real Property Tax Service Office to provide exemption and assessment services to the Town of Newburgh, including the appointment of the individual to perform the exemption and assessment services to be effective January 1, 2016 and for the removal and elimination of the performance of exemption and assessment services by the office of Town Assessor effective December 31, 2016; and

**WHEREAS**, the forty five (45) day permissive referendum period following the adoption of said resolution expired without the submission of a petition for referendum; and

**WHEREAS**, the Town and Orange County have negotiated a proposed Agreement for exemption and assessment services to commence on January 1, 2016 through December 31, 2018; and

**WHEREAS**, said Agreement shall be considered an agreement for the provision of a "joint service" pursuant to Article 5-G of the General Municipal Law; and

**WHEREAS**, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable and in the best interests of the Town; and

**WHEREAS**, the Town Board desires to authorize the execution of such Agreement between the County and Town; and

**WHEREAS**, the approval of the Agreement is a Type II Action under SEQRA as a matter of routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Newburgh that the execution and delivery of the Agreement providing for exemption and assessment services effective January 1, 2016 between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized and approved, subject to review by the Attorney for the Town; and

**BE IT FURTHER RESOLVED** by the Town Board of the Town of Newburgh that the removal and elimination of exemption and assessment services from the office of Town Assessor effective as of the close of business on December 31, 2016 in order for said services to be performed pursuant to the Agreement is hereby authorized and approved; and

**BE IT FURTHER RESOLVED**, that the Supervisor and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement; and

**BE IT FURTHER RESOLVED**, that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS:  
TOWN OF NEWBURGH )

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the \_\_\_th day of November, 2015, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this \_\_\_\_\_ day of November, 2015.

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Andrew J. Zarutskie, Town Clerk

ORANGE COUNTY LEGISLATURE

12

Committee: Ways and Means  
Sponsors: Benton, Anagnostakis  
Co-Sponsors:

Agenda No. 7

RESOLUTION NO. 184 OF 2015

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AGREEMENT TO PROVIDE ASSESSMENT SERVICES TO THE TOWN OF NEWBURGH, IN ACCORDANCE WITH REAL PROPERTY TAX LAW SECTION 1537.**

**WHEREAS**, the Orange County Real Property Tax Service Agency requests this Legislature to authorize the County Executive to enter into an Agreement with the Town of Newburgh, whereby the County of Orange will provide assessment services to said Town as of January 1, 2016, in accordance with Real Property Tax Law Section 1537; and

**WHEREAS**, any revenue realized as a result of said services will go to the Real Property Tax Service Agency.

**NOW, THEREFORE**, it is hereby

**RESOLVED**, that the County Executive be and hereby is authorized to enter into an Agreement with the Town of Newburgh, whereby the County of Orange will provide assessment services to said Town as of January 1, 2016, and it is further

**RESOLVED**, that the County Executive be and hereby is authorized to execute all necessary documents and assurances necessary to carry out the purposes of this Resolution subject to the review thereof by the County Attorney for purposes of form and content.

ADOPTED BY THE FOLLOWING VOTE:  
Ayes 20; Noes 0; Absent 1  
(Absent: Paduch)

**APPROVED: OCTOBER 1, 2015**



**STEFAN "STEVEN" M. NEUHAUS, COUNTY EXECUTIVE**


164



**STATE OF NEW YORK  
COUNTY OF ORANGE**

**THIS IS TO CERTIFY THAT I, JEAN M. RAMPEN**, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 1st day of October, 2015 and that the same is a correct and true transcript of such original resolution and the whole thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the official seal of said County Legislature this 2nd day of October, 2015.

  
\_\_\_\_\_  
Clerk of the County Legislature of the County of Orange

## AGREEMENT

**THIS AGREEMENT** made this day of October , 2015, by and between Orange County, a municipal corporation with offices located at 124 Main Street, Goshen, New York, 10924 (hereinafter referred to as the "County"), and the Town of Newburgh, a municipal corporation with offices located at 1496 Route 300, Newburgh, New York, 12550 (hereinafter referred to as the "Town").

## WITNESSETH

**WHEREAS**, §1537 of the Real Property Tax Law ("RPTL") authorizes cities and towns with the power to assess real property ("assessing unit") to enter into an agreement with a county for appraisal services, exemption services and assessment services, provided that the assessing unit has adopted a resolution subject to permissive referendum to enter into such agreement; and

**WHEREAS**, the Town of Newburgh ("Town") is an assessing unit as defined in the RPTL, and a municipal corporation as that term is defined in Article 5G of the General Municipal Law; and

**WHEREAS**, the Town has duly adopted a resolution pursuant to RPTL §1537 (1) (b) authorizing the Town to enter into an agreement with the County of Orange ("County") for operation of assessment office and assessment services; and

**WHEREAS**, the Orange County Legislature duly adopted Resolution No. 1236 of 2015 authorizing the Orange County Executive to enter into and execute an Agreement with the Town of Newburgh to provide assessment services to the Town; and

**WHEREAS**, the County Office of Real Property Tax Services has the ability to provide assessment services to the Town; and

**WHEREAS**, the Town has requested that the County enter into a joint services which the County, through its Office of Real Property Tax Services, ("RPTS") will provide assessment services to the Town, and the County is willing to provide such services for the years 2016 through 2018.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The Town hereby hires and retains the County to provide assessment services to the Town in the manner provided by Real Property Tax Law, Section 1537. The County will provide staff to perform such services, and a person shall be deemed the assessor of the Town (the "Designated Assessor") and shall be subject to all provisions of law pertaining to assessors. Any person designated by the County to provide these services will be approved, by resolution, by the Town.
2. A copy of this Agreement shall be filed with the New York Office of Real Property Services on or before the taxable status date of the first assessment roll to which it is to apply.
3. The term of this agreement shall be from January 1, 2016 through December 31, 2018.

4. The Town agrees to provide the County with access to all historical Town assessment records and information, and any and all other records and information now within the Town files, as required by the Designated Assessor in the performance of the assessing services to be performed under this agreement. Such assessment records shall remain the property of the Town and will be housed within the Town for the duration of this agreement.
5. The Designated Assessor shall be one full-time County employee, working a maximum of thirty-five (35) hours per week or two (2) part time employees working a maximum of nineteen (19) hours per week; and shall provide the Town's Supervisor with a monthly schedule of office hours prior to the beginning of the following month. In addition to the Designated Assessor, the County will provide two (2) part-time Assistant Assessors, who shall also be employed by the County and work a maximum of nineteen (19) hours per week. The County may provide such additional services and personnel as it deems necessary, in its sole discretion, as summarized in the annexed Schedule B.
6. The Town agrees to provide at its sole cost and expense one full-time assessment clerk, one additional part-time assessment clerk and one data collector.
7. The Town agrees to have available and support all technology upgrades in the Town's Assessor Office including, but not limited to: at least two computers, one laser jet printer, phone lines, including at least one dedicated phone line to support the computer, all capable of handling the real property system that is compatible with the County's RPS system, along with internet service sufficient to allow the assessor the most updated technology to handle the job.
8. It is the intention of all participants in this agreement to regularly conduct an assessment update and to further maintain said updates at a percentage equalization rate as updates are accomplished. All costs associated with this initiative are included in the amount set forth on Schedule A.
9. The Town of Newburgh also agrees to participate in any or all revaluations or updates that the County coordinates.
10. It is understood that all exemption services, the administration of real property exemptions and office operations are the sole responsibility of the County.
11. It is further understood that the Town shall be solely responsible for the appointment of persons to serve on the Town's Board of Assessment Review as well as for all costs associated with the conduct of such Board in the performance of all of its functions, including its administrative review of assessment grievances in the Town.
12. In consideration for the services provided by the County to the Town, as set forth above and as more particularly described in the attached Schedule B, the Town agrees to pay the County the sum of \$226,788 in 2016, \$233,414 in 2017 and \$233,414 in 2018, payable in quarterly installments, as set forth in the attached Schedule A.
13. The Town shall be solely responsible for all costs and expenses, including but not limited to attorney's fees and professional appraisal costs arising out of the assessment services provided by the County under this agreement (including proceedings in Small Claims Court as needed on special cases), Article 7 proceedings or Article 78 proceedings and any other litigation in any

court or before any administrative agency arising out of the assessment services provided by the County.

14. The Town shall defend, indemnify and hold harmless the County, its officials, agents, servants and employees from all claims, injuries and damages arising out of services performed in furtherance of this Agreement, including the costs for legal and expert services in the defense of any such claims. The Town shall control the retention of counsel and experts, and all litigation costs shall be borne solely by the Town.

15. Except as otherwise provided herein, in consideration of the sum to be paid to the County pursuant to Schedule A of this agreement, the County agrees to be solely responsible for payment of all its own expenses, costs and charges incurred by the County in the performance of this agreement, except that the Town will reimburse the County for mileage expenses at the prevailing rate. The Town will provide suitable office space to the County to conduct its assessment services, and is responsible for all office expenses including charges for telephone, utilities, internet, photocopying, postage, RPS fees, educational allowance of up to \$1,500 per year and other similar charges.

16. The financial disclosure form required by Real Property Tax Law §336 shall be filed with the Orange County Ethics Board by the Designated Assessor.

17. The County and the Town agree that if private or public grants or other financial assistance becomes available as a result of the parties entering into this agreement, all such benefits shall inure to the benefit of the County.

18. It is intended by both the Town and the County that the County's status be that of an independent contractor, and that nothing in this contract be construed to create an employer/employee relationship between the Town and the County.

19. Notwithstanding any other provisions of this agreement, either party may elect to terminate this agreement upon ninety (90) days written notice to the other party with the annual fee prorated as of the effective date of termination.

20. As outlined in the 2009 County Assessment Improvement Study, the Town of Newburgh, upon Board approval and with County recommendation, shall form a joint assessing unit ("Coordinated Assessment Program, or "CAP") with one or more town(s), if all municipalities are in agreement.





## SCHEDULE A

In consideration of the assessment services to be provided by the County the Town of Newburgh agrees to pay to the County for 13,252 parcels the following:

- Annual Cost for 2016 = \$226,788.00  
Payable in quarterly installments of \$56,697.00
- Annual Cost for 2017 & 2018 = \$233,414  
Payable in quarterly installments of \$58,353.50
- Town of Newburgh to provide at their expense:  
As outlined in Paragraphs #6, #11, #12, #13, #14 and #15

\*\*All employees will follow the County Holiday Schedule and County Snow Policy. \*\*

## SCHEDULE B

### **ASSESSMENT SERVICES TO BE PROVIDED BY THE COUNTY OF ORANGE**

The Orange County Real Property Tax Service Office will designate a person to act as the Town's assessor ("Designated Assessor"), pursuant to the agreement between the Town and County, shall meet the minimum qualification, training and certification requirements established by the New York State Board of Real Property Services for assessors at 9 NYCRR Part 188.

The Designated Assessor shall review building permits, new construction, demolitions and real property sales, and conduct such field reviews of properties, so as to inventory and value each parcel of real property in the Town as of the taxable status date.

The Designated Assessor will timely prepare, file and verify the tentative and final assessment rolls of the Town, and cause notice thereof to be published and posted as required by law. With regard to the administrative review of assessments by the Town's Board of Assessment Review, the Designated Assessor will receive assessment grievances and complaints from property owners and transmit same to the Town's Board of Assessment Review and will attend scheduled hearings before the Board. The Designated Assessor will make all changes in assessments as may be directed by said Board.

All exemption, description, valuation and related data entry, together with the timely processing of assessment/taxable status notices for property owners, will remain the sole responsibility of the County's assessment staff.

The Designated Assessor shall review applications for exemption and determine the eligibility of the applicants for such exemptions. In any administrative or judicial proceeding to review an assessment in which the denial of an exemption is at issue, the Designated Assessor shall provide such testimony and other evidence as may be necessary to defend the denial of exempt status.

The Designated Assessor shall prepare for, attend, appear and represent the Town in all Small Claims Assessment Review (SCAR) proceedings, including but not limited to hearings before appointed hearing officers.

The Designated Assessor shall cooperate with and provide documentation and assistance to the attorneys who represent the Town in all on-going and future tax certiorari proceedings in State Supreme Court, as well as any appraisers and other experts retained in connection with those proceedings, and in any subsequent appellate proceedings. The Designated Assessor shall cooperate and participate in the negotiation of settlements of those proceedings, including attendance at settlement conferences and shall provide recommendations to the appropriate Board with regard to the approval of negotiated settlements.

The Designated Assessor shall prepare, file and verify all Town special district assessment rolls and outside user rolls, including benefit unit rolls in addition to ad valorem district rolls and make such changes as may be directed by the Town Board in accordance with Town Law.

The Designated Assessor shall prepare such and maintain such information as may be required for the preparation, administration, enforcement and appeal of Payments in Lieu of Taxes (PILOTS), including but not limited to those governed by Transportation Law for leaseholds at Stewart International Airport, as well as Industrial Development Agency PILOT's governed by General Municipal Law and any other applicable provisions of State Law which are now or in the future may be enacted pertaining to PILOTS.

The Designated Assessor or County Director shall attend Town Board meetings when so requested by the Supervisor.

The Designated Assessor shall advise of office requirements during the Town budget process.

The Designated Assessor will meet personally with property owners at the Town's offices or elsewhere on an as needed basis and by appointment only.

If the Designated Assessor is unavailable on the specific day(s) listed on his monthly schedule an employee from Orange County Office of Real Property Tax Services will fill in as the representative.

Set office hours for the Town of Newburgh are:

Monday through Friday: 9:00a.m. until 4:00p.m. or by appointment.

**TOWN**

**At Town Expense**

As per Paragraphs #6, #11, #12, #13, #14  
and #15

One (1) - Full Time Assessment Clerk  
Up to 35 hours/week

One (1) - Part Time Assessment Clerk  
Up to 19 hours/week

One (1) - Part Time Data Collector  
Up to 19 hours/week

**COUNTY**

**At County Expense**

Oversight / Guidance

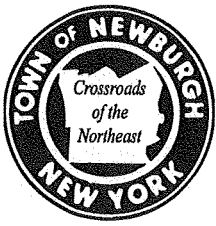
One (1) Designated Full Time Assessor  
Up to 35 hours/week  
**(or Two Part Time Assessors)**  
**(up to 19 hours/week each)**

Two (2) Part Time Assistant Assessors  
Up to 19 hours/week each

**Plus**

Oversight/Guidance by County Director &  
Assistant Director  
Support Staff  
Computer & Technical Support  
Approximately 300 hours annually

13A



# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177  
FAX 845-561-8987

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor, & Town Board Members

**FROM:** Todd DePew, Highway Superintendent

**DATE:** October 27, 2015

**RE:** Transfer Request/2015

I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT:</b>
030.5110.0450 General Repairs Motor Oil/Fuel	030.5110.0412 General Repairs Street Paving & Resurfacing	\$25,000.00

If you have any questions please feel free to contact me. Thank you.

**TD:ch**  
**cc:** R. Clum, Accounting  
 J. Platt, DPW Commissioner



**ORANGE COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**Christopher R. Viebrock, P.E.**  
*Commissioner*

**P.O. Box 509, 2455-2459 Route 17M  
Goshen, New York 10924-0509**

[www.orangecountygov.com](http://www.orangecountygov.com)

**TEL (845) 291-2750**

**FAX (845) 291-2778**

**Steven M. Neuhaus**  
*County Executive*

October 22, 2015

Honorable Gilbert J. Piaquadio, Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

**RE: APPROVAL OF ESTABLISHMENT BY TOWN OF NEWBURGH OF  
CAPITAL RESERVE FUNDS FOR HIGHWAY EQUIPMENT AND HIGHWAY  
BUILDINGS AND STRUCTURES**

Dear Supervisor Piaquadio:

This letter confirms the approval by the County of Orange Superintendent of Highways, pursuant to General Municipal Law Section 6-c, of the establishment by the Town of Newburgh of a Capital Reserve Fund for Highway Equipment and a Capital Reserve Fund for Highway Buildings and Structures as approved by the Town Board on September 16, 2015 and consented to by the Town of Newburgh Superintendent of Highways on October 13, 2015.

Very truly yours,

**Chris Viebrock, PE**  
**Commissioner**