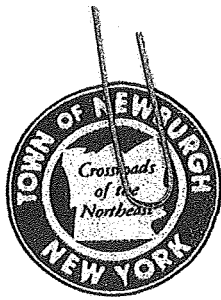


ANDREW J. ZARUTSKIE
Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, November 26, 2018
7:00 p.m.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. ENGINEERING:**
 - A. Complaint of High Water and Sewer Charge – Leeland Road**
 - B. Colden Park Water Main Rehabilitation**
 - C. Meadow Hill South Sanitary Sewer Budget Transfer**
 - D. Resolution Requesting Traffic Study – Route 32 and Powelton Road**
- 7. ASSESSOR: Contract with Orange County**
- 8. LOCAL LAW: Best Value Contracting**
- 9. POSSIBLE EXECUTIVE SESSION: CSEA Contract**
- 10. ADJOURNMENT**



6A

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

November 5, 2018

845-564-4552

Fax: 845-566-9486

e-mail: supervisor@townofnewburgh.org

Ms. Kathy Garry
7 Leeland Road
Newburgh, NY 12550

54.58

RE: WATER & SEWER USAGE CHARGES

Dear Customer:

On or about 27 July, 2018 the Town of Newburgh replaced your meter with a new unit. At that time, the Town suspended any outstanding payments associated with the account and sent your original meter to Badger Meter Inc. to be tested for accuracy.

Badger Meter Inc. has forwarded the results of its testing to the Town Water Department (a copy is attached for your information). The test results show the meter in full conformance with the accuracy i.e., over a flow range of 0.25 to 25 gallons per minute, the average accuracy of the meter is 99.3 percent of actual flow.

Based on these test results, the Town is reinstating the previous water and sewer usage charges in the amount of \$ 1,998.29. This figure uses a lower usage rate to reflect that this was residential usage (a reduction of approximately \$194), eliminates any late charges associated with the account (a reduction of \$121) and reflects your good faith payment of \$300.

If you have any questions or wish to discuss repayment, please do not hesitate to contact me.

Respectfully,

Gilbert Piaquadio
Town Supervisor

GP/JWO/id
Attachment

cc: D. Smith, Receiver of Taxes
J. Osborne, Town Engineer
J. Guido, Water Dept. Mgr.

AT 11: DOW...
TOWN OF NEWBURGH

BADGER METER INC. CERTIFIED ACCURACY TEST

Date: 9/10/2018

Customer: Schmidts Wholesale Inc
Contact: Derek DeGroat
Phone: (845) 564-5220

From: Badger Meter Inc.
4545 W. Brown Deer Road
P.O.Box 245036
Milwaukee, WI 53224-9536

Subject: Testing Report

Per your request, the following Certified Test Report and / or N.I.S.T. Certification is provided for your use.

RMI / RMA #	Tested Product / Part	Serial #	K-Factor	Test #	1	2	3	4	5	6	7
12851	3/4" M25	48202222	N/A	GPM	25	1	1/4				
As Received	Orion ME int HRE			Acc %	99.5	101.7	96.8				

N.I.S.T. Information (If Applicable)

Date of Accuracy Test: 8/22/2018
Date of Tank Calibration: 5/2018
Date of Test Measure Calibration: 5/23/2018, 4/5/2018
Tank Number(s) Used: TT-D-10Gal-1, TT-D-100Gal-1
BMI Test Measures Used: F-Series Seraphin s/n: 44928-A / 100 gal Test Tank master

Test Tanks Calibrated at and by: Badger Meter Inc.
Temperature and Humidity: Ambient

Additional Notes:

Form Completed by:

Date:

6C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: November 9, 2018
RE: MEADOW HILL SOUTH – SSES & REHABILITATION

I am requesting Town Board approval of the attached budget transfer. The budget transfer to the Meadow Hill South sewer Rehabilitation Capital Project is necessary to fund payment for the Post-Construction Monitoring Report prepared by GHD.

If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: J. Guido, Water-Sewer Dept. Mgr.
R. Clum, Town Accountant



Town of Newburgh
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-4552

Date: 9 NOV 2018

Is the budget adjustment under \$5,000? Yes _____ No:

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed funding for engineering study previously approved by Town Board

①

From: Account Number: 8130.0458.5010 Amount: \$10,000
 Account Description: REPAIRS COLL. TRANSMISSION Amount: _____

To: ~~8130~~: Account Number: 9902.0900.5010 Amount: \$10,000
 Account Description: INTERFUND TRANSFER Amount: _____

②

From ~~8130~~: Account Number: 9902.0900.5010 Amount: \$10,000
 Account Description: INTERFUND TRANSFER Amount: _____

To: Account Number: 7095.0200 Amount: \$10,000
 Account Description: MHS SEWER RENAB Amount: _____

Please note: The total of the from and to should equal.

James Osborn
 Department Head Signature

 Gil Piaquadio, Town Supervisor



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
RE: RESOLUTION OF TOWN BOARD REQUESTING TRAFFIC
STUDY OF INTERSECTION OF NYS ROUTE 32 AND
POWELTON ROAD
OUR FILE NO. 800.1(B)() (2018)
DATE: NOVEMBER 16, 2018

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution requesting the NYS DOT to study the intersection of Route 32 and Powelton Road:

RESOLUTION OF TOWN BOARD REQUESTING TRAFFIC STUDY OF INTERSECTION OF NYS ROUTE 32 AND POWELTON ROAD

Should you have any questions or concerns, please do not hesitate to contact me.

COUNSEL
Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL
Craig F. Simon
Irene V. Villacci

MCT/sel
Enc.
cc: Town Clerk Andrew J. Zarutskie
Mark Hall, Highway Superintendent (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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, 2018 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
REQUESTING TRAFFIC STUDY
OF INTERSECTION OF
NYS ROUTE 32 AND POWELTON
ROAD

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

WHEREAS, drivers seeking to turn from Powelton Road, a Town of Newburgh highway, onto NYS Route 32 (North Plank Road) at the intersection between Powelton Road and NYS Route 32 in the Town are frequently obstructed by traffic already on NYS Route 32 for significant periods of delay, causing a public safety concern; and

WHEREAS, the Town Board has reviewed and examined the issues of public safety concern associated with the intersection of Powelton Road with NYS Route 32 and advised the NYS Department of Transportation of the concerns; and

WHEREAS, the New York State Department of Transportation has advised that it is necessary for the Town Board to adopt a resolution requesting the performance of a study to investigate the subject location and that the Department will advise the Town of the findings and conclusions of the Department's study.

NOW, THEREFORE, BE IT RESOLVED, that by this Resolution, the Town Board of the Town of Newburgh hereby requests that the New York State Department of Transportation perform a study of the intersection of NYS Route 32 with Powelton Road; and

BE IT FURTHER RESOLVED, that the Supervisor, Town Engineer and Town Clerk are hereby authorized to prepare, execute and submit, and deliver, in the name and on behalf of the Town Board and the Town of Newburgh all such forms, certificates, documents and papers as may be necessary to effectuate and carry out the content of the foregoing resolutions; and

BE IT FURTHER RESOLVED, that this Resolution 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:

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

AGREEMENT

THIS AGREEMENT made this day of July , 2018, by and between Orange County, a municipal corporation, with offices located at 255 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 New York 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. 184 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 service which the County, through its Office of Real Property Tax Services, ("ORPTS") will provide assessment services to the Town, and the County is willing to provide such services for the years 2019 through December 31, 2021.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement.
2. 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.
3. 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.

4. The term of this agreement shall be from January 1, 2019 through December 31, 2021.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The Town of Newburgh also agrees to participate in any or all revaluations or updates that the County coordinates.
11. It is understood that all exemption services, the administration of real property exemptions and office operations are the sole responsibility of the County.
12. 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.
13. 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 \$239,436.00 in 2019, \$244,224.00 in 2020 and \$249,110.00 in 2021, payable in quarterly installments, as set forth in the attached Schedule A.
14. 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.

15. The Town shall defend, indemnify and hold harmless the County, its officials, agents, servants and employees from all third-party 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, except if such claims, injuries, or damages are caused, in whole or part, by a negligent act or omission or intentional misconduct of the County, its officials, agents, servants or employees. Subject only to the foregoing exception, the Town shall control the retention of counsel and experts, and all litigation costs shall be borne solely by the Town.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF Orange County

BY: _____
Steven ("Stefan") M. Neuhaus, County Executive, Orange County

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

On this ____ day of _____, _____, before me personally appeared Steven ("Stefan") M. Neuhaus, to me know, who, being by me duly sworn, did depose and say that he resides in the Town of _____, New York, that he is the County Executive of Orange County, the municipal corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed by order of said such corporate seal, that it was so fixed by order of said County Executive, and that he signed his name thereto by like order.

Notary Public

Town of Newburgh & by Resolution of the Town Board

BY: _____
Gilbert J. Piaquadio, Supervisor Town of Newburgh

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

On this ____ day of _____, _____, before me the subscriber, personally appeared _____, to me personally known, who being by me duly sworn, did depose and say the he resides in the Town of _____, New York, that he is the Town Supervisor of the Town of Newburgh, the municipal corporation described in, and which executed the within instrument; that he acknowledge to me that he executed the same.

Notary Public

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 13,302 parcels the following:

- Annual Cost for 2019 = \$239,436.00
Payable in quarterly installments of \$59,859.00
- Annual Cost for 2020 = \$244,224.00
Payable in quarterly installments of \$61,056.00
- Annual Cost for 2021 = \$249,110.00
Payable in quarterly installments of \$62,277.50
- Town of Newburgh to provide at their expense:
As outlined in Paragraphs #7, #12, #13, #14, #15 and #16

****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 5:00p.m. or by appointment.

TOWN

At Town Expense

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

2016-17-18

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. ****



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW AUTHORIZING BEST VALUE COMPETITIVE
BIDDING
OUR FILE NO. 800.1(B)() (2018)

DATE: NOVEMBER 19, 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Following up on recent discussions with Supervisor Piaquadio, enclosed please find a draft Local Law which would allow the Town to use "Best Value" award methodologies for purchases by the Town, including but not limited to leases which are not "pure" leases, and service work contracts, but, per State law, excluding public works contracts subject to prevailing wage requirements. This will also allow the Town to "piggyback" on contracts awarded by other governments using this methodology. Authorization by duly adopted Local Law is required by NYS General Municipal Law Section 103, which establishes best value as an alternative to the requirement to award contracts involving expenditures of more the \$20,000 for purchases (\$35,000 for public work) to the lowest responsible bidder.

Should you have any questions or concerns, please do not hesitate to contact me.

MCT/sel
Enc.

cc: Town Clerk Andrew J. Zarutskie
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

DRAFT

INTRODUCTORY LOCAL LAW NO. __ OF 2018

ADDING CHAPTER 5 ENTITLED

“BEST VALUE COMPETITIVE BIDDING”

TO THE CODE OF THE

TOWN OF NEWBURGH

Be it enacted by the Town Board of the Town of Newburgh, New York, as follows:

SECTION 1. TITLE

This law shall be known as “A Local Law Adding Chapter 5 Entitled ‘Best Value Competitive Bidding’ to the Code of the Town of Newburgh.”

SECTION 2. PURPOSE AND AUTHORITY

This local law authorizes the use of a Best Value Award methodology in the competitive bidding process for purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the labor law). These contracts may be awarded on the basis of low bid or best value, as authorized in §103 of the General Municipal Law and as defined in §163 of the State Finance Law. This Local Law is enacted pursuant to New York State General Municipal Law §103

SECTION 3. ADDITION OF CHAPTER 5

Chapter 5 entitled “Best Value Competitive Bidding” is hereby added to the Town of Newburgh Municipal Code, to read as follows:

“BEST VALUE COMPETITIVE BIDDING

§5-1 Findings and Intent

The State Legislature and Governor amended General Municipal Law §103 (A08692/S6117) on January 27, 2012 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of best value. The state legislation requires Political Subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process.

(From Assembly Bill Memo A08692) – Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The “best value” standard for selecting goods and services vendors, including

janitorial and security contracts, is critical to efforts to use strategic sourcing principles to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors.

The federal government, approximately half the states and many localities have added best value selection processes to their procurement options, in recognition of these advantages. With the increased complexity of the goods and services that municipalities must obtain in order to serve taxpayers, it is critical to consider selection and evaluation criteria that measure factors other than cost in the strictest sense.

Taxpayers are not well served when a public procurement results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality's performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities' needs, including such important goals as the participation of small, minority and women-owned businesses, and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services.

The intent of this Chapter is to allow the Town Board the option to award certain purchase contracts (including contracts for services) subject to competitive bidding under § 103 of the General Municipal Law on the basis of a low bid or "best value" as defined in §163 of the New York State Finance Law.

§5 – 2. Definitions.

"Best value" means the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law to be used in evaluation of offers for awarding of contracts for services.

§5 – 3. Applicability.

The provisions of this chapter apply to Town purchase contracts, including contracts for services, but excluding purchase contracts necessary for the completion of a public works contract

pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option.

§5 – 4. Award based on best value authorized.

The Town Board may award purchase contracts, including contracts for services, on the basis of "best value" as the term is defined in New York State Finance Law § 163 to a responsive and responsible bidder or offerer, provided the requirements stated below have been met.

§5-5. Requirements.

- A. Where the basis for award is the best value offer, the Supervisor, or Department Head designated by the Supervisor, shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. The Supervisor or his designee shall select a formal sealed competitive bidding procurement process in accordance with General Municipal Law and the Town of Newburgh Procurement Policy and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerers to submit responsive offers; and a balanced and fair method of award. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.
- C. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town of Newburgh in its determination of best value.
- D. The Supervisor shall develop procedures that will govern the award of contracts on the basis of best value. These procedures shall be included in the Town of Newburgh Procurement and Purchasing Policy and reviewed annually by the Town Board in conjunction with its annual review and approval of the Town of Newburgh Procurement and Purchasing Policy.

§5 – 6. Standards for best value.

- A. Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimize quality, cost and efficiency, among responsive and responsible bidders or offerers.
- B. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers.
- C. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the contractors; longer product life; product performance criteria; and quality of craftsmanship.
- D. Documentation. Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

§5 – 7. Piggybacking of best value purchases.

The Town may, for purposes of public purchases, utilize the provisions of General Municipal Law § 103 with regard to so-called "piggybacking" of best value purchases. Prior to such purchase, the Town of Newburgh will ensure that a piggyback purchase qualifies under the applicable provisions of General Municipal Law § 103 and that the criteria used by the awarding governmental entity in determining best value, for example, proximity to the contractor, are applicable to the Town of Newburgh."

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the New York Secretary of State.

General Municipal Law Section 103

[Eff. June 1, 2018, pursuant to L.2003, c. 62, pt. X, § 41 . See, also, subd. 1, above.] Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all contracts for public work involving an expenditure of more than thirty-five thousand dollars and all purchase contracts involving an expenditure of more than twenty thousand dollars, shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein including but not limited to a soil conservation district to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section, provided, however, that purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the labor law) may be awarded on the basis of best value, as defined in ~~section one hundred sixty-three of the state finance law~~ , to a responsive and responsible bidder or offerer in the manner provided by this section except that in a political subdivision other than a city with a population of one million inhabitants or more or any district, board or agency with jurisdiction exclusively therein the use of best value of awarding a purchase contract or purchase contracts must be authorized by local law or, in the case of a district corporation, school district or board of cooperative educational services, by rule, regulation or resolution adopted at a public meeting. In determining whether a purchase is an expenditure within the discretionary threshold amounts established by this subdivision, the officer, board or agency of a political subdivision or of any district therein shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by this subdivision. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount. In any case where a responsible bidder's or responsible offerer's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid or best value. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, such officer,



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Town Board and Gil Piaquadio, Town Supervisor
From: Ronald E. Clum, Town Accountant
Date: November 20, 2018
RE: Budget Transfers

Upon review of the year to date expenditure reports there are a number of Budget Adjustments that should be made. Could you approve the following budget transfers?

FROM ACCOUNT		TO ACCOUNT	
Account Description/ Account Name	Account Number/ Account Name		Dollar Amount
A.1990.5499 CONTINGENCY FUND	A.1330.5482 TAX COLLECTOR-COUNTY CHARGES	\$	350.00
A.1440.5200 ENGINEER-EQUIPMENT	A.1440.5468 ENGINEER-MEMBERSHIP DUES	\$	90.00
A.3120.5100 POLICE-PERS SERV	A.2989.5499 EDUCATION-OTHER EXP	\$	14.00
A.3120.5100 POLICE-PERS SERV	A3120.5190 POLICE LAW ENF-OTHER PERS SERVICES	\$	175.00
A.1315.5100 ACCOUNTING - PAYROLL	A.1315.5497 ACCOUNTING-MAINT/CONTRACTS/LEASES	\$	4,000.00
A.1990.5499 CONTINGENCY FUND	A.7140.5100 RECREATION- SUMMER PROGRAM- P/R	\$	11,067.00
A.1990.5499 CONTINGENCY FUND	A.4540.5499 AMBULANCE	\$	4,200.00