

**AGENDA
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
May 13, 2013 Agenda**

Opening Regular Town Board Meeting

Moment of Silence

Pledge of Allegiance

Presentation – Cocksackie-Athens CSD Budget

Approval of Minutes

March 11, 2013, Regular Town Board Meeting

April 8, 2013, Regular Town Board Meeting

April 22, 2013, Work Meeting

Public Comment Period

Correspondence

Old Business

New Business

1. Resolution to Authorize Supervisor to Sign Attached Proposal with Delaware Engineering.
2. Resolution to Authorize Supervisor to Sign Attached Proposal with Rapport Meyers LLC
3. Resolution to Notice Public Hearing for Increase in Improvement at Mill Street Pump Station
4. Road Upgrade Discussion.
5. Resolution to Reappoint Sole Assessor
6. Resolution to Reappoint Part-time Laborer
7. Resolution to Appoint Prosecuting Attorney
8. Resolution to Approve Attached Agreement for Town Hall Cleaning
9. Resolution to Approve Contribution to Greene County Council on the Arts
10. Resolution to Approve Contribution to New Baltimore Farmers Market
11. Resolution to Approve Special Events Policy for 2013 Ag Fest
12. Resolution Authorizing Supervisor to Sign Memorandum of Understanding with Greene County
13. Resolution to Change Weekly Payroll to Bi-Weekly Payroll and Authorize Supervisor to Establish Direct Deposit for all employees
14. CSX Administration Hearing
15. Resolution to Rescind Town Board Meeting Rules
16. Resolution to Pay Audited Claims

Executive Session

Adjournment

****** Agenda Subject to Change******

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
MAY 13, 2013**

**RESOLUTION AUTHORIZING SUPERVISOR TO SIGN PROFESSIONAL SERVICES AGREEMENT
WITH DELAWARE ENGINEERING, P.C.**

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached Professional Services Agreement for the purpose of providing engineering services related to the upgrades at the Sewer District #1 Mill Street Pump Station.

DELAWARE ENGINEERING, P.C.

28 Madison Avenue Extension, Albany, New York 12203 Phone (518) 452-1290/FAX (518) 452-1335

PROFESSIONAL SERVICES AGREEMENT

Engineering Services Associated Upgrades to the
Mill Street Pump Station for the Town of New Baltimore

This Agreement is by and between

Town of New Baltimore
3809 County Highway 51
Hannacroix, New York 12087

and,

Delaware Engineering, P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By:  _____

Printed Name: _____

Printed Name: John K. Brust

Title: _____

Title: Principal

Date: _____

Date: April 29, 2013

DELAWARE ENGINEERING, P.C.

28 Madison Avenue Extension, Albany, New York 12203 Phone (518) 452-1290/FAX (518) 452-1335

PART I ENGINEER'S RESPONSIBILITIES

Engineer's scope of work is to provide the Town of New Baltimore with engineering services related to the upgrades to the Mill Street Pump Station. Delaware's proposal which describes specific work activities is attached as Exhibit 1. Either the ENGINEER or the CLIENT may terminate this Agreement by giving the other party thirty (30) days written notice.

PART II COMPENSATION, BILLING AND PAYMENT

CLIENT shall pay the ENGINEER for Services associated with the aforementioned work based upon a not-to-exceed cost of \$27,650. Other tasks requested by the Town of New Baltimore will be invoiced according to the attached rate schedule in Exhibit 2.

DELAWARE ENGINEERING, P.C.

PART III STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services rendered prior to the date notice of termination is given.

In the event either party defaults in its obligations under this Agreement (including CLIENT's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT's professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER's business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT's agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SCOPE OF SERVICES

This Scope of Services includes the steps necessary to complete upgrades to the existing Mill Street Pump Station serving the Town of New Baltimore's Sewer District #1. The project includes the development of approved design plans, permitting, bidding assistance, selection of qualified contractors, construction phase services and system commissioning.

As described in the following pages, the Delaware Engineering, P.C. (Delaware) scope of services is inclusive of attendance at meetings and phone conversations with representatives of the Town and regulatory agencies without limitation. A description of engineering services to be provided during construction is also included.

The following represents the scope of services to be provided by Delaware:

TASK 1.0 – DESIGN AND REGULATORY APPROVAL

Design services include all efforts to secure approval of Final Engineering Plans from the NYSDEC and other regulatory agencies as necessary for the upgrades to the Mill Street Pump Station.

1. Delaware will prepare final design plans and specifications for the improvements. All bid and contract documents will be prepared in accordance with New York State requirements and Town General Conditions adapted for the project. Delaware will submit the bid documents for review and approval by the NYSDEC and the Town of New Baltimore.
2. Delaware Engineering will meet with Town representatives on a monthly basis or more frequently, as required.
3. The Final Design Construction Manual and plans will be provided to NYSDEC for review and approval when engineering plans are 100% complete. In addition, copies of the Final Design Construction Manual will be provided to other agencies with regulatory or approval authority, as appropriate.
4. Delaware Engineering will attend meetings and prepare and provide necessary documentation without limitation to obtain regulatory approval of the Final Engineering Plan.
5. Updated cost estimates and construction schedules will be prepared upon completion of the design and presented to the Town.

It is anticipated that the following tasks will be completed by others:

- a. All site survey will be completed by others. Delaware Engineering will assist the Town in the procurement and coordination of a qualified surveyor to complete the required survey work.

Deliverables:

1. *3 sets of Bid Documents for review and approval*
2. *Final Engineering plans and specifications for Town and Regulatory Review*
3. *Engineering Estimate of construction cost*
4. *Engineering Estimate of construction schedule*

TASK 2.0 – BIDDING SERVICES

Delaware Engineering will provide assistance to the Town for the bidding of the project and will ensure that the bid process is carried out in compliance with the Contract and applicable State, Federal and local laws and statutes. Additionally, Delaware will structure the contract and bid documents in compliance with NYSEFC requirements to ensure the possibility of future financing through NYSEFC is maintained. Delaware will provide the following Bid Assistance:

1. The bidding of the project is subject to competitive bidding procedures as described by New York State law. Delaware Engineering will assist the Town in ensuring that the bid process is carried out in accordance with applicable law.
2. Delaware will arrange for the reproduction of bid documents as necessary to support agency review and competitive bidding of the project and will support the Town in the development of bid announcements and lists of qualified contractors to receive bid documents. Twenty (20) copies of the bid documents on CD-ROM will be provided directly by Delaware Engineering. If requested by prospective bidders, hard copies of the Bid Documents will be provided at their cost.
3. Our staff will schedule and coordinate pre-bid conferences to answer questions from potential bidders. The Project Engineer will also be available to representatives of the Town to provide any information necessary to ensure that the bidding is carried out in conformance with applicable laws.
4. Delaware will prepare, reproduce, and deliver addenda to the bid documents to both the Town and the contractors as necessary throughout the bidding process and will be available to answer any questions that arise during the bidding process.

5. Upon receipt of bid documents, Delaware will assist the Town in determining if bidders are responsible and responsive to the bid requirements. The review performed by Delaware will include an analysis to ensure that required documentation has been filed (i.e. bid bonds, certifications, etc.). Delaware will also evaluate the qualifications of the contractors to ensure that the bidders are qualified to perform the work they have proposed. Delaware will prepare a bid tabulation for all responsive bidders and make recommendations to the Town for award of the various contracts.
6. After the Town has made a decision to award contracts, Delaware will assist in the execution of contracts with the selected bidder(s).
7. Delaware will assist the Town in the compilation and review of schedules and bypass plans provided by selected contractor(s).
8. Copies of the executed bid documents, bonds, insurance certificates, a contract, and a Notice to Proceed with respect to each contract awarded to a successful bidder will be developed by Delaware and provided to the Town.

Deliverables:

1. *20 digital copies on CD-ROM of bid documents, drawings and specifications for distribution to prospective contractors*
2. *Hard copies of bid documents as requested by prospective bidders, at their expense.*
3. *Addenda to Bid Documents*
4. *Bid Tabulation and Recommendation of Award*

TASK 3.0 —CONSTRUCTION ENGINEERING/CONTRACT ADMINISTRATION

Delaware Engineering will provide Construction Engineering including technical assistance with regard to the engineering design and review of material and equipment submittals. Construction engineering services will include the following elements:

1. Delaware staff will attend the pre-construction meeting with the selected contractor(s) to discuss design components of the project.
2. Engineering services to be provided during construction will include:
 - a. Review and approve shop drawings.

- b. Attend bi-weekly progress meetings.
 - c. Respond to inquiries and requests for information.
- 3. Review and recommend construction design changes.
- 4. Coordination of preconstruction and regular construction meetings with the selected contractor(s) to establish working protocols and construction schedules.
- 5. MWBE Reports and Contractor Coordination to meet local and State funding requirements
- 6. Directing the contractor in defining staging areas and ensuring that pre-construction activities occur as required.
- 7. Ensuring that all appropriate forms and reporting documentation is compiled and ready for use during construction activities.
- 8. Prepare and issue work directives and Change Orders as necessary.
- 9. Part time field Inspections, as required.
- 10. Review, approve and witness all required tests and start up procedures.
- 11. Review, approve and certify all contractor payment requests and confirm appropriate documentation of wage scales is maintained.
- 12. Preparation of punch lists of outstanding issues at the time of substantial completion.
- 13. Prepare and review all Close-out documents including record drawings.
- 14. Provide Certification of Substantial Completion, final payment and release of retainage.

Deliverables:

- 1. *Approved shop drawings*
- 2. *Record drawings*

DELAWARE ENGINEERING, P.C.
ENGINEERING RATE SCHEDULE
 YEAR 2013

Billing Category	Rate/Hour
Technical Typist / Administration	\$65
Designer, Technician, Construction Inspector	\$100
Senior Designer, Technician, Construction Inspector	\$110
Senior Construction Manager	\$135
Senior Planner I, GIS Specialist	\$105
Engineer / Scientist / Planner I	\$105
Engineer / Scientist / Planner II	\$125
Engineer / Scientist / Planner III	\$130
Senior Engineer / Scientist / Planner II	\$145
Senior Engineer / Scientist / Planner III	\$155
Principal Engineer / Scientist	\$165

Reimbursable Expenses:

1. Mileage	@ Federal Rate		
2. Travel Expenses (Lodging, Meals)	@ Federal Per Diem Rate		
3. Telecommunications	@ Cost		
4. FedEx, UPS, US Postal, Courier	@ Cost		
5. Subcontract Management	@ Cost		
6. Other allowable costs	@ Cost (Plan Reproductions, Photographs, etc.)		
7. In-house Printing:			
		<i>B&W</i>	<i>Color</i>
1.00	A size - 8½" x 11"	\$ 0.05	\$
	B size - 11" x 17"	\$ 0.10	\$ 2.00
	D size - 24" x 36"	\$ 0.50	\$15.00
	E size - 36" x 48"	\$ 1.00	\$30.00
	other sizes	\$ 0.10/s.f.	\$ 2.50/s.f.

COUNTY OF GREENE
TOWN OF NEW BALTIMORE

RESOLUTION
May 13, 2013

RESOLUTION AUTHORIZING SUPERVISOR TO SIGN PROPOSAL FROM RAPPORT MEYERS LLP

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached proposal from Rapport Meyers LLP for the purpose of representing the Town as Bond Counsel for services in connection with improvements to Sewer District #1 Mill Street Pump Station.

LAW OFFICES OF
RAPPORT MEYERS LLP

20 SPRING BROOK PARK
RHINEBECK, NY 12572

(845) 473-7766
(845) 473-7790 FAX

(Service By Fax Not Accepted)

www.rapportmeyers.com

HUDSON OFFICE:
436 UNION STREET
HUDSON, NEW YORK 12534
(518) 828-9444
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SONYA S. VANBORTEL
VICTORIA L. POLIDORO
JESSICA DIFIORE

CARMİ RAPPORT
SENIOR COUNSEL

CHERYL A. ROBERTS
OF COUNSEL

April 17, 2013

Town of New Baltimore
3809 County Route 51
Hannacroix, New York 12087

Attn: Supervisor Susan O'Rorke

Re: Bond Counsel Services in Connection with Town of New Baltimore
Clean Water Project (Town of New Baltimore Sewer District No 1
Sewer System Improvement Project)

Dear Supervisor O'Rorke:

The purpose of this letter is to set forth the role and responsibilities we propose to assume as bond counsel to the Town of New Baltimore (the "Issuer") in connection with the issuance by the Issuer of the above-referenced obligations under the New York State Local Finance Law.

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance and tax-exempt status of obligations of a governmental issuer. As bond counsel, we will examine applicable law, prepare authorizing and operative documents, consult with the parties to the transaction prior to the issuance of any of the obligations, review certified proceedings, and undertake such additional duties as we deem necessary to render an opinion with respect to the Issuer's obligations. We do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the obligations in question will continue to be not includable in gross income for federal income tax purposes.

As bond counsel, we will not assume or undertake responsibility for the preparation of or investigation with respect to an official statement or any other disclosure document with respect to the Issuer's obligations. If a disclosure document will be adopted or approved by the Issuer, we will endeavor to review any description therein of New York State and federal law pertinent to the validity of the obligations and the tax treatment of interest paid thereon, the terms of the obligations, and our opinion.

April 17, 2013

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In performing our services as bond counsel, the Town of New Baltimore will be the Issuer and we will represent its interests. Our representation of the Issuer does not alter our responsibility to render an objective opinion as bond counsel.

Based upon our current understanding of the terms, structure, size and schedule of the financing of the Project, and the duties we will undertake pursuant to this letter, our fee as bond shall not exceed \$15,000. We have assumed for this purpose that the Town's consultant will be primarily responsible for the preparation of the application, and that the Town would close one short term loan and one permanent loan with EFC. Our fee may vary if material changes in the structure of the financing occur, or if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If we believe that circumstances require an adjustment of our fee, we will consult with you. In addition, we will expect to be reimbursed for our necessary disbursements such as filing fees, printing costs, travel expenses, courier charges, photocopying, long-distance telephone, computerized research and any out-of-pocket expenses. Expenses incurred on behalf of clients will be charged separately as disbursements in accordance with our then-current schedule, a copy of which is available on request.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our hourly rates (currently \$250 for Partners, \$190-\$230 for Associates, and \$85 for Legal Assistants) for time actually spent (but not in excess of the fee set forth above) plus out-of-pocket expenses. Our fee for services relating to the issuance of obligations is usually paid at the closing out of the proceeds of the financing, and we customarily do not submit any statement for such services until the closing unless there is a substantial delay in completing the financing.

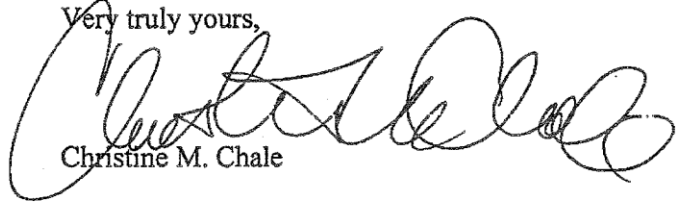
You have the right to discharge this firm for any reason or without any reason upon giving reasonable notice. If you do discharge the firm, you remain responsible for payment for all amounts set forth in our statements for services and disbursements rendered up to and including the date of discharge. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. A copy of the Statement of Client's Rights and the Statement of Client's Responsibilities is enclosed for your review and reference.

April 17, 2013

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We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Christine M. Chale', written over the typed name.

Christine M. Chale

CMC:kj

AGREED AND ACCEPTED
this ____ day of _____, 2013

TOWN OF NEW BALTIMORE

By: _____
Title:

COUNTY OF GREENE
TOWN OF NEW BALTIMORE

RESOLUTION

May 13, 2013

RESOLUTION AND ORDER CALLING PUBLIC HEARING TO BE HELD ON JUNE 10, 2013 AT ____ P.M. REGARDING THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE NEW BALTIMORE SEWER DISTRICT IN THE TOWN OF NEW BALTIMORE, COUNTY OF GREENE, STATE OF NEW YORK, PURSUANT TO SECTION 202-b OF THE TOWN LAW

WHEREAS, the Town Board of the Town of New Baltimore (herein called "Town Board" and "Town", respectively, in the County of Greene, New York, on behalf of its Sewer District, in the Town, requested Delaware Engineering, P.C., engineers duly licensed by the State of New York (herein called "Engineer") to prepare a map, plan and report for the increase and improvement of facilities of the Sewer District, consisting of upgrading of the Mill Street Pump Station upgrade, and including land or rights in land, original furnishings, equipment, machinery and apparatus required therefor; and pursuant to the direction of the Town Board, the Engineer has completed and filed with the Town Board a preliminary engineering report for the increase and improvement of facilities of its Sewer District, entitled "Wastewater System Evaluation", dated December 2012, Revised May 2013, and the Engineer has estimated the total cost of Phase I, consisting of the Mill Street Pump Station Upgrade Project not to exceed \$230,808;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of New Baltimore as follows:

1. A public hearing of the Town Board of the Town shall be held at the Town Hall, New Baltimore Town Hall, 3809 County Route 51, Hannacroix, New York 12087 on June 10, 2013 at _____ o'clock p.m., local time. o'clock p.m. (Prevailing Time) to consider said increase and improvement of facilities of its Sewer District pursuant to Section 202-b of the Town Law, and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law;
2. The Town Clerk shall publish at least once in the Catskill Daily Mail, a newspaper having a general circulation in the Town and hereby designated as the official newspaper of the Town for such publication, and post on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a notice in substantially the form attached hereto, the first publication thereof and posting to be not less than ten (10) days or more than twenty (20) days before the date of such public hearing.
3. This Resolution shall take effect immediately.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
May 13, 2013**

RESOLUTION REAPPOINTING SOLE ASSESSOR

RESOLVED, that the Town Board of the Town of New Baltimore does hereby re-appoint Gordon W. Bennett as the Sole Assessor for the Town of New Baltimore for a term running from October 1, 2013 to September 30, 2019.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
May 13, 2013**

RESOLUTION RE-APPOINTING PART-TIME LABORER TO COMPLETE PARK INSPECTIONS

RESOLVED, that Roger Wilson is hereby re-appointed part-time laborer at a rate of _____ with duties to be that of completing park inspections.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
May 13, 2013**

RESOLUTION APPOINTING PROSECUTING ATTORNEY

RESOLVED, that John Keenan is hereby appointed the Town's prosecuting attorney for the 2013 year for purposes of assisting the Animal Control Officer and/or Code Enforcement Officer on an "as needed" basis at an hourly rate of \$250.00.

**COUNTY OF GREENE
TOWN OF NEW BALITMORE**

**RESOLUTION
May 13, 2013**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE RENEWAL AGREEMENT
FOR CLEANING SERVICES AT TOWN HALL**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the attached memorandum of agreement for cleaning services at Town Hall effective _____

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 13, 2013**

**RESOLUTION AUTHORIZING FUNDING FOR
GREENE COUNTY COUNCIL ON THE ARTS SPROUTS PROGRAM**

RESOLVED, that the Town Board does hereby authorize the amount of \$_____ to be paid from the budgetary appropriation for Cultural Programs to the Greene County Council on the Arts Sprouts Program.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
May 13, 2013**

RESOLUTION AUTHORIZING FUNDING FOR NEW BALTIMORE FARMERS' MARKET

RESOLVED, that the Town Board does hereby authorize the amount of \$300.00 to be paid from the budgetary appropriation for Cultural Programs to the New Baltimore Farmers' Market to assist in funding the operation of the New Baltimore Farmers' Market for its 2013 season.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
MAY 13, 2013**

**RESOLUTION TO AUTHORIZE PURCHASE OF SPECIAL EVENTS LIABILITY
INSURANCE FOR AGFEST**

RESOLVED, that the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to take the necessary actions to purchase Special Events Liability Insurance with a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate for the annual Agfest event to be held on June 1 and June 2, 2013. The premium for this coverage will be \$915.00.

COUNTY OF GREENE
TOWN OF NEW BALTIMORE

RESOLUTION
May 13, 2013

RESOLUTION AUTHORIZING SUPERVISOR TO SIGN MEMORANDUM OF UNDERSTANDING FOR STATE TO RECEIVE
ITS SHARE OF FEMA REIMBURSEMENT

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached Memorandum of Understanding received from Greene County to assist New York State in obtaining FEMA reimbursement for its local share of cost of FEMA Projects resulting from Hurricane Irene damage.

Memorandum of Understanding

WHEREAS, Greene County has contracted with New York State, on behalf of the County and its local municipalities that received funding for the reimbursement of Federal Emergency Management Agency (FEMA) projects that were completed and paid for due to damage from Hurricane Irene through Community Development Block Grant 477DR3-12, and

WHEREAS, as part of the contract, the County is working at no cost with local municipalities to obtain the necessary documentation so that New York State may be reimbursed for its costs of paying the local share of the cost of the FEMA projects, and

WHEREAS, the reimbursement process includes meeting the requirements for Community Development Block Grant-Disaster Recovery (CDBG-DR) program, including the completion of an Environmental Review Record (ERR) for local municipal projects in each community.

In order to implement the CDBG-DR program, Greene County and the municipality agree to the following:

Greene County will assist local municipalities with the completion of the Environmental Review Record (ERR), including the preparation of forms related to the ERR, and preparation of the public notices necessary in order to complete the Environmental Review Record. The forms necessary in order to secure payment will also be prepared for the communities.

The forms and documentation will be prepared with the understanding that the County is utilizing information provided by the New York State Office of Community Renewal (OCR), the Federal Emergency Management Agency (FEMA) and the municipality in order to complete these documents, and the County is not responsible for errors or omissions based on the information provided.

The local municipality will provide signatory information as requested by the OCR, establish a Certifying Officer to sign the documents on behalf of the municipality, and place and pay for the required public notice(s). It is noted that at the present time, no administrative funding is available from the CDBG-DR grant. If funding does become available, eligible expenses may be reimbursed.

The Memorandum of Understanding is binding once both parties sign and date the document.

Signed: _____
Greene County

Date: _____

Signed: _____
Town of _____

Date: _____

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE**

**RESOLUTION
MAY 13, 2013**

**RESOLUTION AUTHORIZING SUPERVISOR TO CHANGE PAYROLL FREQUENCY
AND TO ESTABLISH DIRECT DEPOSIT**

RESOLVED, that the Town Board does hereby authorize the Supervisor to change the weekly payroll to a bi-weekly payroll and to further authorize the Supervisor to establish direct deposit for all employees' pay checks.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 13, 2013**

RESOLUTION RESCINDING MEETING RULES

RESOLVED, that the meeting rules adopted on May 9, 2011, are hereby rescinded effective immediately.