

COUNTY OF GREENE
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
JANUARY 14, 2013- page 1

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OPENING OF MEETING

Supervisor O'Rorke called the meeting to order at 7:00 pm and the Pledge of Allegiance was said. Also attending: Councilwomen Benway and Finke, Councilmen Meredith and Norris, Attorney for the Town Wukitsch, Highway Superintendent Jordan, Town Clerk Brooks, and 12 members of the public who signed the attendance sheet. Absent:

Supervisor noted that the **BID OPENING** would occur as published at 7:15pm. She welcomed all attending and reminded all to turn off cell phones and electronic devices as they cause interference on the digital recorders.

APPROVAL OF MINUTES

Regarding the approval of Minutes of December 10, 2012 Regular Town Board Meeting submitted by the Town Clerk, Councilwoman Finke notes she was ill and absent for that meeting. **With that change, Supervisor moved and was seconded by Councilwoman Benway. The adoption of the foregoing Motion was duly put to a vote, and the vote was as follows:**

**BENWAY-AYE FINKE-Abstain MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Motion Carried**

Regarding the approval of Minutes of December 19, 2012 Special Joint Town Board Meeting submitted by the Town Clerk, **Supervisor moved and was seconded by Councilwoman Benway. No discussion. The adoption of the foregoing Motion was duly put to a vote, and the vote was as follows:**

**BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Motion Carried**

Regarding the approval of Minutes of December 19, 2012 Joint Town Boards Public Hearing submitted by the Town Clerk, **Supervisor moved and was seconded by Councilman Norris. No discussion. The adoption of the foregoing Motion was duly put to a vote, and the vote was as follows:**

**BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Motion Carried**

Regarding the approval of Minutes of January 3, 2013 Town Board Organizational Meeting submitted by the Town Clerk, Councilwoman Finke believed she was missing pages; Clerk Brooks related problems with automatic feed taking, requiring each page be laid one at a time. **Councilman Norris asked to table to February Regular Meeting.**

PUBLIC COMMENT PERIOD

Jeff Russo asked, regarding September 10, 2012 suggestion to audit Justice Cosenza's accounts and November 12 Justice Farrell letter to the Board asking for that audit, asked if that had been accomplished. Supervisor answered the Town is still waiting on the CPA hoping this Saturday.

CORRESPONDENCE

From Kearney Realty and Development Group- a letter regarding the Low Income Housing Credit, Tax Reform Act of 1986, about which the chief executive officer is located, notified,

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opportunity to comment within 20 days; the returned certified mail accepted by the Town will be returned to be forwarded to HRC to qualify for that credit application. Supervisor reminded this was discussed previously and a letter of support was sent. The Board may review the CD and take up on agenda; this is newly-received.

From Village of Cossackie- letter regarding maintenance of fire hydrants: water department must be notified each time hydrant is used in winter, 731-2626, and, in addition, hydrant system may be used for drills and request 24hr notification by phone and leave pertinent info. While the water system may supply volumes, there are no pumps, all gravity fed. In case of fire with large waterfall, call Greene 911, and the plant personnel will be on call to make sure plant is working at full capacity.

From Greenville Central School District- letter of invitation to a joint collaborative meeting on Saturday, January 26, 2013 at 10 am.

From Capital City Rescue Mission- letter of thanks for \$51.50 donation from the Town Hall Christmas potluck lunch.

From NYS Department of Health- letter indicating that the required November 1-30, 2012 sample of microbiological contaminants was not submitted, and notifying of violation of Section 5.1-51 and Section 51.52 of New York State Sanitary Code, and requirement to make this notification public. Supervisor contacted Village of Cossackie, responsible for water plant serving the water district, and Village has assured the Town they have performed necessary compliance and are sending a letter to all members of district; it was an error in their testing sample.

From NYS Department of Environmental Conservation- letter regarding the Hudson River Watertrail Association, notification that deed from the Hudson River Watertrail to the people of the State of New York has been recorded at Greene County Clerk's Office, with thanks, transferring the property (parcel number confirmed) on Bronck Island in the Hudson River.

BID OPENING

Firewood was out to bid last month; no bids were received and so held as a courtesy until this meeting. Clerk Brooks said notice had run November 30, 2012 in Catskill Daily Mail and opened the following bids:

1-Knute Shader	\$250 (Denis Jordan will bring the wood)
2-Jody Hotaling	\$160
3-Rob Van Etten	\$200 (accompanied by certificates of liability and workers' compensation)

Used Backhoe bid notice was published December 19, 2012 in Catskill Daily Mail.

1-Monroe Tractor	\$70,331
2-LiftTech/Schenectady	\$67,435.21
3-Nortrax/Clifton Park	\$59,500- less rental (the vehicle is currently in Town) \$5,200= \$54,300

OLD BUSINESS

Resolution to Accept Bid for Firewood

Supervisor, with three bids, understands D&D Jordan would do the pickup and delivery for Knute Shader's bid; Jody Hotaling's bid did not include or mention insurance certificate; Rob Van Etten's bid included the insurance certificates. Councilman Norris asked for the highest bidder. With no further discussion, Supervisor read.

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RESOLUTION

RESOLUTION TO ACCEPT BID FOR SALE OF WOOD

WHEREAS the Town Board of the Town of New Baltimore has solicited bids for the sale of wood at Town Hall to be received on December 10, 2012, and

WHEREAS no bids were received on December 10, 2012, and

WHEREAS the Town Board allowed for additional proposals to be submitted,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Baltimore agrees to sell this wood to Knute Shader in the amount of \$250.00, and

BE IT FURTHER RESOLVED that payment for this wood is made to the Town Clerk by cash or good funds on or before January 25, 2013.

Supervisor moved to add, "Necessary proof of insurance will accompany payment," and was seconded by Councilman Norris. No further discussion. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE**

Adopted

NEW BUSINESS

Resolution to Accept Bid to Purchase Used Backhoe

Supervisor asked whether Superintendent Jordan wished time to review bids or, with price difference, make decision this night, adding that the Nortrax vehicle is a slightly smaller model and it is the vehicle being rented by the Town these last 3 months. Superintendent Jordan is happy with model. No vendors had used models available; Superintendent contacted all suppliers we usually reach out to, indicating his wish for a used model. Warranty is 234 days of full bumper to bumper, plus another 60 days past the 234 for the powertrain; 3000 hours. This rental has 318 hours on it; came with 200 hours. This is the machine in New Baltimore now.

Superintendent Jordan wishes to go with this used model since it is nearly new and in a year may accumulate 500-600 hours. Councilman Norris asked if there were any reservations about going with a little smaller than the prior backhoe; no.

Member of the public asked for used equipment; Highway Superintendent Jordan had contacted vendors for used models. Jeff Ruso heard \$59,500 less \$5,200 credit for rental= \$54,300; Supervisor explained that \$5,200 is 100% credit for first month and 80% for next two months of the current rental, approved at a previous Board meeting. Supervisor said that, without final numbers in for 2012, even with a little snowstorm, a good portion will be paid by cash surplus in Highway Fund; also, there was \$30,000 in Equipment; this is a planned purchase.

**RESOLUTION
JANUARY 14, 2013**

**RESOLUTION TO ACCEPT BID FOR PURCHASE BY TOWN OF USED BACKHOE
FOR USE BY TOWN HIGHWAY DEPARTMENT**

WHEREAS the Town Board, by Resolution dated December 10, 2012, authorized the Town Clerk to advertise for bids for the purchase of a used backhoe to be used by the Town Highway Department in accordance with specifications to be prepared by the Town Superintendent of Highways, with bids to be submitted to the Town Clerk's Office no later than 4pm on January 14, 2013 and to be publicly opened at 7:15 pm on January 14, 2013, and

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WHEREAS bids have been received and opened pursuant to the Town Board's authorization, and

WHEREAS the lowest bid meeting the specifications was offered by Nortrax/Clifton Park in the amount of \$54,300.00,

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby accept the bid of Nortrax/Clifton Park to purchase a used backhoe to be used by the Town Highway Department in the amount of \$54,300.00.

Councilman Norris moved and was seconded by Councilwoman Benway. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE

Adopted

Resolution to Advertise Sale of Old Backhoe and Yard and A Half Pickup Sander from Ford F350

RESOLUTION
JANUARY 14, 2013

RESOLUTION TO AUTHORIZE ADVERTISEMENT FOR BIDS FOR SALE OF USED
1989 FORD 555C BACKHOE

RESOLVED, that the Town Clerk is hereby authorized to advertise for bids for the sale of a 1989 Ford Backhoe and the Yard and a half Pickup Sander used on the Ford F350 that is no longer required for use by the Town Highway Department; said bids to be submitted to the Town Clerk's Office no later than 4:00 pm on February 11, 2013 and to be publicly opened at 6:45 pm on February 11, 2013.

Yard and a half Pickup Sander used on the Ford F350 \$500 minimum
1989 Ford Backhoe \$7,000 minimum

Supervisor moved and was seconded by Councilman Norris. Councilwoman Finke asked whether the bids are sealed; Supervisor understands Clerk doesn't accept until sealed.

Councilman Norris asked would one newspaper notice show both items; yes, person may bid on one or both. Supervisor asked for minimums from Superintendent Jordan; \$500 for sander and \$7,000 for backhoe. Supervisor added the above minimums to the notice. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE

Adopted

Discussion of Plowing for Fire Districts Parking Lots

Supervisor has consulted Attorney Wukitsch and wishes to engage the Board regarding long-standing custom to plow fire districts parking lots. Fire districts are independent entities that, like towns and school districts, collect their own taxes and pass their own budgets. One district asks for plowing; the other district asks for sanding but we don't know when that district's lot is plowed. We have NYS Comptroller's Office coming eventually; they like to see an intermunicipal agreement written by attorney. Supervisor believes this is worthy of discussion by the Board, then reach out to fire districts. Superintendent Jordan had no additional comment. Councilwoman Benway asks only that the fire districts hold the Town harmless; part of problem with snow-plowing commercial parking lots is 'slip and fall'; if Highway doesn't get there in

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time to sand and someone does slip and they could hold the Town for anything. Attorney Wukitsch said once Town takes on obligation, it can be said it was done negligently and there is a liability issue. Councilman Norris said this is done as a courtesy; Councilwoman Benway offered that it is the sanding that does get trouble. Supervisor reminds that, in absence of contract, damage may be alleged when the district and the Town have no written expectations. Councilman Norris said the committee is looking at the best interest of the Town, its liability, and best for the fire district contract/agreement to be written by the district's attorney and have it come back to the Town Board. Councilwoman Finke added that the district could have it done or choose to do it themselves. Supervisor asked EMS Committee to reach out to the fire districts for their opinions; Councilman Norris said this is not a case where we don't want to do it; we want to protect the Town and liability of the Town. Supervisor reminds that residents do pay taxes to the two fire districts; this service would come from the Town's budget and not necessarily proportionately. Councilwoman Benway asked if snow comes, at 6 inches/hour, a fire call comes, they cannot get the fire trucks out, how can the Town be held harmless. Councilman Finke and Councilman Norris will report back to the Board.

Discussion of Abandonment of Town Roads

Supervisor related when less-than-half-mile-long Manor Road single property went to auction- she showed photos- the topic of abandonment arose. It is good to consider from time to time the roads the Town is maintaining; less-than-quarter-mile-long Sylvandale Road, off Alcove Road and part of which has been abandoned as Maurer property, has also been discussed. Ellie added that the base of Manor Road is not in good shape. Attorney Wukitsch asked for descriptions; Superintendent Jordan will measure number of feet from nearest intersection(s), and ending at what point. The third road is 10-foot-wide (same as plow) Pichler Road; off Main Street in New Baltimore hamlet, it has 3 houses, couple stone walls, and no place or way for plow to turn around at bottom. The truck must plow in, back up, back in, and sand out.

Councilwoman Finke asked about Manor Road: she has spoken to new Manor Road buyer, looking to restore to possible restaurant/inn, and are just beginning the structural phase. They plan to come up on occasion, a lot, and she asks Board to hold onto that until plans are known. Supervisor reminded, if abandoned, it allows them to take the road; Attorney Wukitsch continued that it reverts to their ownership; whatever interest the Town had, perhaps prescriptive easement, would revert to the adjoining owners as a premade driveway; it isn't as though they wouldn't have access. Councilman Norris added that it would save time, expense, wear and tear. Attorney Wukitsch asked how to turn around, you couldn't; Highway Superintendent Jordan said now the truck pulls to the right, back and turns. Supervisor asked if Town has legal right to turn around now; Superintendent Jordan said Town has turned around forever; Attorney Wukitsch answered that it is then a Town road. Highway Superintendent Jordan has plowed but no maintenance or shale, as it started out concrete (as US Route 9W), Attorney Wukitsch concluded it would require Town money for one user. Councilwoman Finke said the Board does not know his vision; Ellie Alfeld added that it was a commercial taxable entity. Councilman Norris asked the process, is it a public hearing. Attorney Wukitsch answered that if Board is going to do abandonment, give notice, have public hearing, make a determination and complete a SEQR, a negative declaration and declare lead agency. No further comments.

Councilman Norris asked whether Sylvandale had any houses; no, Greene County bought Maurer portion. No further comment.

Supervisor described the 3-home hamlet road, Pichler, recounting that several years ago one resident paid to pave it; now that the Town is maintaining it, the Town is responsible for upkeep, and the Town is having problem with the plow hitting the stonewalls. Supervisor asked whether the Board would look at widening; this is a user road like the other two. Resident had permission to pave it.

Ellie, regarding Manor Road and its life, directed, if the Board is looking for road to abandon, to look at upper portion of Haas Hill. She tried, must be adept at 4wd, ruts, a 12-foot grader fits; it is a seasonal road and is graded and not plowed. Supervisor said the Board would have to look at logistics; Superintendent Jordan responded that the fire company likes to use it and that's the

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reason he hasn't presented it. Ellie asks to not give up on Manor until buyers' intentions are known.

Councilwoman Finke said they are looking to learn what this property was, photos, is anyone familiar; Ellie added it was a conventional-type site for political parties, Hannibal Manor, a 'speakeasy', 4-6 bedrooms, and a nice place.

Councilman Norris asked if Town Board should send a letter that we are interested in abandoning the road; Attorney Wukitsch said the Board certainly could; Supervisor said there is a process, does the Board want to do that. Councilwoman Finke asked to hold off with Manor Road until Board finds out what they are doing; they could turn it into commercial. Councilman Norris would like to send letter and let them come to the Board with conversation;

Councilwoman Benway agreed. Supervisor added that if they are looking for commercial, there will be expenses to the road. Ellie added and better taxes. Supervisor asked whether it sat in Residential Agricultural zone. Councilwoman Benway agreed with a letter.

Regarding Sylvandale, Attorney Wukitsch recommended notifying the owner (Greene County) and other landowners, cemetery, and adjoining property owners.

Asking for thoughts on Pilchler Road, Supervisor asked, if the Board doesn't abandon, is Superintendent Jordan looking to widen? Superintendent Jordan said something needs to be done for the plow, residents have re-done stone walls. Supervisor asked whether the Board would notify homeowners that Board is thinking of abandoning or widening and engage them in conversation; Councilman Norris agreed, Attorney Wukitsch reminded to be generic; Board is looking at the future of that road, improvements, and different Town Board actions could affect the road.

Semi Annual Reports from the Planning Board and ZBA

From Planning Board Chair Rundberg: Nothing has come before the Planning Board in the past six months which has been affected by the Zoning changes enacted in 2008. Therefore, the Board has nothing to report at this time.

From Zoning Board of Appeals Chair Tooher: Nothing has come before the Zoning Board of Appeals in the past six months which has been affected by the Zoning changes enacted in 2008. Therefore, the Board has nothing to report at this time.

MOTION
JANUARY 14, 2013

MOTION TO ADOPT SEMIANNUAL REPORTS OF PLANNING BOARD AND ZBA

Supervisor moved to adopt the semiannual reports from the Planning Board and the ZBA, and Councilwoman Benway seconded. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE

Motion carries

Resolution to Approve Renewal of JB Car Services Secondhand Junk & Auto Parts Dealers' License

Supervisor reminded that the Town Board gives out this license, the facility has been operating for a number of years, receives a Special Use Permit from Planning Board who took action on that Special Use Permit in December 2012. Code Enforcement Officer Blaisdell completed annual onsite review; all items are clean, acceptable for fire safety egress, Mr. Brockett intends to continue the 'mafia block' privacy fence along US Route 9W. Upon completion of US Route 9W side, he intends to place same along Flatbush beginning the following year.

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RESOLUTION

**RESOLUTION APPROVING ISSUANCE OF SECONDHAND JUNK
& AUTO PARTS DEALERS' LICENSE FOR J.B. CAR SERVICES**

WHEREAS James Brockett is the operator of J. B. Car Services, Inc. located at 241 Flatbush Road, West Coxsackie, New York; and

WHEREAS Mr. Brockett requires a Secondhand Junk & Auto Parts Dealers' License, renewable annually; and

WHEREAS Code Enforcement Officer Blaisdell completed the required inspection, found all to be in order and recommended to Town Board issuance of renewal;

NOW, THEREFORE, BE IT RESOLVED that J. B. Car Services Secondhand Junk & Auto Parts Dealers' License be renewed for the term ending December 31, 2013.

Councilman Norris moved and was seconded by Councilwoman Benway. Supervisor reminds this necessary service provides local place for Highway refuse and tires found at roadside; Councilwoman Benway speculated there would be more at roadside were it not for JB. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Adopted**

Resolution to Authorize Supervisor to Sign Agreement with Columbia-Greene Humane Society

RESOLUTION
JANUARY 14, 2013

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT WITH
COLUMBIA-GREENE HUMANE SOCIETY**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute an agreement with the Columbia-Greene Humane Society/SPCA for the period of January 1, 2013 to December 31, 2013 for shelter services.

Supervisor moved and was seconded by Councilman Norris. Councilman Norris asked if features of contract were same as last year; yes, reviewed by Councilwoman Benway and Attorney Wukitsch. Town is charged only if Town uses its services. Supervisor reminded that Animal Control Officer Tanner is able to shelter animal temporarily. Councilman Norris added that would use it if he couldn't find the owner. Supervisor added it is a no-kill shelter. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Adopted**

Resolution to Authorize Supervisor to Sign Renewal Contract with Ravena Rescue
Squad/Ambulance
District No. 1

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RESOLUTION

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT WITH
RAVENA RESCUE SQUAD FOR AMBULANCE SERVICE PROVIDED TO
NEW BALTIMORE AMBULANCE DISTRICT NO. 1**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute an agreement with Ravena Rescue Squad for the period January 1, 2013 - December 31, 2013 for basic ambulance service provided to New Baltimore Ambulance District No. 1 at a total cost of \$23,300.

Councilman Norris moved and was seconded by Councilwoman Benway. Supervisor reminded this is the budgeted amount, a small increase over 2012. Councilman Norris feels it is a good agreement, a good value for Ambulance District No. 1, and recommends approval. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE**

Adopted

Resolution to Authorize Representative for Grant and Local Match of In-Kind Services [see also end of meeting]

Without December's Work Meeting, Supervisor had not announced: the Town was chosen to receive a grant for the engineering work for Sewer District No. 1's Wastewater Treatment Plant. Town advertised for bids last summer; 3 firms provided bids ranging from \$14,-\$35,000 and the lower bidders, Delaware Engineering and CT Male, presented to the Board. Delaware, who has done work for New Baltimore and a lot in Greene County, offered to do a free engineering study and, if grant was gotten, would be paid for that work. Sewer District No.1 is in compliance with NYSDEC; there is no consent decree. This \$24,000 grant will pay Delaware Engineering in full for their work that was tallied at \$30,000. The Town did not sign a management agreement prior.

**RESOLUTION
JANUARY 14, 2013**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT WITH
DELAWARE ENGINEERING FOR PROFESSIONAL SERVICES**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute an agreement with Delaware Engineering at no cost to the Town. Any grant proceeds that the Town receives for the scope of services outlined in this contract will compensate Delaware Engineering for their services.

Supervisor moved and was seconded by Councilman Norris. Attorney Wukitsch has not reviewed; a standard contract for professional services, they cannot pay without the contract in place, and the work is complete. Supervisor has reviewed, including insurance elements. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE**

Adopted

Resolution to Approve SEORA for Sewer District #1

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RESOLUTION

**NEW YORK STATE CLEAN WATER REVOLVING FUND ENGINEERING
PLANNING GRANTS SEQR TYPE II**

WHEREAS the Town of New Baltimore (herein after "the Town" or "Town") intends to prepare a Preliminary Engineering Report (PER) the purpose of which is to review, evaluate and recommend potential operational and capital improvements for the Town's Wastewater Treatment Plant (WWTP); and

WHEREAS 6 NYCRR Part 617.5(c)(18) states that information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action is not subject to review under SEQR; and

WHEREAS the preparation of the PER does not commit the Town to undertake, fund or approve any action listed in 6 NYCRR Part 617 as Type I or Unlisted,

NOW, THEREFORE, BE IT RESOLVED that:

1. The Town of New Baltimore Town Board hereby finds that the preparation of the PER regarding the Town's WWTP is a Type II action and is not subject to review under SEQR (6 NYCRR Part 617).
2. This resolution shall take effect immediately.

Supervisor moved and was seconded by Councilman Norris. Councilman Norris said this is just the first part of process of reviewing the plant; then, implementation begins of the recommendations given by Delaware Engineering. Supervisor asked to consider March 4, 2013 for a Special Meeting and to notify Sewer District No. 1 residents. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE**

Adopted

Supervisor said a resolution was missing, the matching grant and authorizing her to be the representative for grant and in-kind services.

**Delaware Engineering, P.C. 1
PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering Report
Wastewater Treatment Plant
("PROJECT")**

This Agreement is by and between
Town of New Baltimore ("CLIENT")
3809 CR 51
Hannacroix, NY 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. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The

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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

By:

Printed Name: Susan K. O'Rorke

Title: Supervisor

Date: July 19, 2012

Delaware Engineering, P.C. 2

APPROVED FOR ENGINEER

By:

Printed Name: John K. Brust

Title: Principal

Date: July 19, 2012

PART I

ENGINEER'S RESPONSIBILITIES

The Scope of Services to be performed for the Town of New Baltimore with respect to the Town's

wastewater system include review of the Comprehensive Performance Evaluation prepared by New

York Rural Water Association (NYRWA) for use as the basis of preparing the Preliminary Engineering Report (PER), preparation of the PER, a desktop analysis of possible sewer district expansion options, and assistance to the Town in preparing funding applications. This Work Plan describes how the tasks identified by the Town in Attachment A of the Cost and Price Analysis will

be performed to accomplish the Scope of Services, including tasks within which community assistance and NYRWA may have a role.

Task 1 – Kick Off Meeting

Delaware Engineering staff will attend a kick off meeting with representatives of the Town of New

Baltimore and NYRWA to discuss approach to the project, identify key lines of communication, establish a project schedule, and coordinate the data collection task.

Task 2 – Data Collection

This task will involve both the Project Engineer and the GIS Specialist in efforts both on site in the

Town and via digital data collection methods as well as efforts of NYRWA staff in documenting and

surveying the collection system. On site work for the Project Engineer will include a visit to the wastewater treatment plant and Cornell Park Pump Station to meet with the Town's Operator to review available data including but not limited to:

- Discharge Monitoring Reports (DMR)
- DEC Inspection Letters/Notices
- Plans for the WWTP, Pump Station and Collection System
- Visual inspection of all unit processes and equipment

1. Based on a review of available data, it may be determined that an evaluation of soil conditions at the WWTP site may be needed to enhance publicly available data. If so, the Project Engineer will coordinate with the Town for use of the Town's backhoe or other appropriate equipment and a Town equipment operator to dig test pits at the WWTP site in Delaware Engineering, P.C. 3

areas that may be planned for the addition of unit processes or new treatment components. This will aid in the preparation of cost estimates for the various upgrade alternatives.

2. The GIS Specialist will work from our Albany office and shall obtain digital data from several sources including the NYS GIS Clearinghouse including soils data (USGS and other), topography, wetlands/watercourses, zoning, roads and other physical features, and aerial imagery. Areas of archaeological sensitivity shall be identified based on the State Historic

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Preservation Office on-line GIS system. GIS real property data will be obtained from Greene County. In addition, the GIS Specialist will coordinate with the Town Clerk or other personnel designated by the Town to obtain budget and revenue data, billing information, existing service area parcel identification, and other information to be used in the preparation of rate impact models for use with the various upgrade alternatives and in the service area expansion analysis.

3. The Project Engineer will coordinate with NYRWA to facilitate a survey of the collection system manholes including location and condition assessment.

Task 3 – Develop/Evaluate Upgrade Alternatives

1. Based on a review of the CPE prepared by NYRWA and discussion with the facility operator, Delaware Engineering, P.C. has identified multiple components that are currently resulting in maintenance and/or treatment issues within the collection system and treatment facility. Each of these items will be specifically evaluated along with an overall evaluation of all components of the facility as part of the Preliminary Engineering Report. The overall evaluation will include a full evaluation of the hydraulic and organic loading capabilities of each process, from the collection system, through the pump station, the sewage treatment plant to the discharge of the facility. The evaluation of each process will take into consideration the age of the equipment, the control/automation potential of each process and the operation and maintenance considerations of each process. The key items identified within the CPE and identified from discussions with the Chief Operator are as follows:

2. The CPE identifies minor inflow and infiltration (I&I) into the collection system. I&I can be a significant issue for wastewater collection and treatment systems as extraneous water carries grit and other debris into the collection system and hydraulically overloads treatment systems. Fortunately, the I&I issues in the New Baltimore collection system are minimal and may be addressed through repairs to manholes and other minor improvements. To identify needed improvements, Delaware Engineering recommends that the Town work in concert Delaware Engineering, P.C. 4

with the staff of NYRWA to perform a visual inspection, locate, and document all manholes within the collection system. This is an approach that has been used successfully in nearby communities including the villages of Athens (survey work completed in 2011) and Cocksackie (survey work currently underway). The Request for Proposals issued by the Town of New Baltimore states that the Town “wishes to explore all feasible methods to reduce project costs. Working with NYRWA to facilitate technical assistance they provide is essential...the Town is interested in...an affordable project utilizing the assistance of NYRWA where practical.” While staff from Delaware Engineering could be utilized to conduct the manhole inspections and survey, the most cost effective means of gathering this important data is through the efforts of NYRWA. Our existing working relationship with NYRWA has yielded excellent results in a number of communities similar to New Baltimore. Based on these inspections and discussions with NYRWA staff, Delaware Engineering will prepare recommendations of manholes/collection system repairs for inclusion within the Preliminary Engineering Report.

3. Grit accumulation within the collection system is causing excessive maintenance of the pumps within the Cornell Park Pump Station. The Preliminary Engineering Report will attempt to identify the source of the grit (via Item #1 above), address the option of replacement of the existing pumps/rail system with updated equipment which is capable of pumping grit without excessive wear and consider the option of a grit removal system at the Cornell Pump Station. Inclusive to this review will be an evaluation of the energy usage, control system options and communication/alarm callout capabilities of the Cornell Park Pump Station. The evaluation will also consider grit removal requirements at the sewage treatment plant in the event that the grit cannot be adequately addressed within the collection system or at the Cornell Park Pump Station.

4. The CPE identifies the ability to control the sewage treatment plant process as a major issue with the operation of the facility. The preliminary engineering work will include an evaluation of each unit process, with each process evaluated for process control capabilities as well as overall sizing. All process equipment will be evaluated for overall sizing while also

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considering the ability to alter the performance of the existing equipment with the installation of variable frequency drives or other control devices. Additionally, the Preliminary Engineering Report will address overall control and communication capabilities of the sewage treatment plant and pump station. Consideration and evaluation will be conducted to determine the cost effectiveness of installation of automation and data collection (Supervisor Control and Data Acquisition, SCADA) at the sewage treatment plant and radio telemetry or other communications between the pump station and the sewage treatment Delaware Engineering, P.C. 5

plant. Alarm callouts in the event of equipment failures will be considered within this evaluation.

5. The CPE notes that the sewage treatment facility lacks redundancy for some unit processes. The Preliminary Engineering Report will evaluate all unit processes and identify any unit process which is lacking the required redundancy or other requirements of DEC or USEPA.

6. Solids handling appears to be an issue at the sewage treatment plant. Delaware Engineering will evaluate options for sludge processing and disposal within the Preliminary Engineering Report.

7. The facilities were constructed in 1983, with upgrades completed in 2000 which added flow equalization and influent screening. In 2006, an ultraviolet (UV) disinfection system was added. With the exception of these items, the remainder of the facility is of 1983 technology. All equipment will be evaluated to address the remaining life of the existing equipment and the maintenance cost associated with each. Equipment upgrade options will also be evaluated for all process equipment within the facility. Consideration will be given to upgrading the UV disinfection system to include automatic cleaning of the lamps.

8. The CPE and RFP identifies general maintenance on the sewage treatment plant and pump station which require attention. The roof of the sewage treatment plant and the pump station will be evaluated for repairs. Additionally, the generators and transfer switches at the sewage treatment plant and pump station will be evaluated both to determine if they are in need of upgrades or replacement as well as to determine if they have the required capacity required for the potential upgrades to both facilities. Additionally, an evaluation will be conducted to determine enclosing the sewage treatment plant headworks to protect the equipment from the weather.

9. Delaware Engineering recognizes that site work is an important consideration of a Preliminary Engineering Report. Site considerations such as access to the site and site security will be included within the Preliminary Engineering Report.

10. All evaluations and recommendations will consider operational flexibility and cost. Each option presented will include a full evaluation of the impacts of the option to upstream and downstream processes. Additionally, all options will consider future growth and expansion of the facilities.

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Task 4 – Tabletop District Expansion Analysis

A tabletop district expansion analysis will be performed utilizing the existing system and service area

as a baseline condition. With the existing service area defined, expanded service areas will be considered based on linear foot of pipe required to access new service areas, needs for pump stations and/or grinder pumps, geology of the area and location of potential pipe routing with respect

to the presence of rock and rights-of-ways including the costs of restoration, etc. The goal will be to

access a significant number of new potential users at the lowest cost, which often means the shortest distance of extensions and/or avoiding areas of costly construction such as areas where rock is close to the surface or along state highway right of ways where restoration costs are high. There is sometimes a diminishing return on investment in areas of low density land use and high cost construction. Zoning with respect to highest and best use of vacant land in potential service areas will also be taken into consideration. The expansion analysis may result in one or several options for expansion. This information combined with the cost estimates for upgrade options will be considered and described in the PER.

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Task 5 - Board Meeting

Staff from Delaware Engineering will attend a board meeting to discuss the development and evaluation of upgrade alternatives and the tabletop district expansion analysis. Sketches, plans, tables, and other materials as needed will be prepared and provided to the Town for the review.

Task 6 – Evaluate and Recommend Short and Long Term Measures

Based on the work accomplished in Tasks 1 – 4 and the feedback obtained in Task 5, an evaluation

will be conducted and short and long term measures with respect to the wastewater treatment plant;

collection system, pump station and planning activities will be recommended. Planning activities refers to actions that the Town may wish to take to enhance expanded service opportunities or as preliminary steps in the SEQR and funding processes.

Task 7 – Prepare Cost Estimates for Alternatives

Cost estimates for alternatives deemed to be practical and prudent will be prepared in this task.

Costs of equipment will be based on quotes obtained from reputable equipment suppliers/manufacturers either specifically for this project or from very recently bid projects in the

region, including the villages of Athens (bid in 2011) and Valatie (currently bidding). Unit costs for

materials and installation will be based on actual bid values from recently bid local project. In this

way, the cost estimates will be as accurate as possible. Escalation may be applied to ensure that Delaware Engineering, P.C. 7

the costs take into account the passing of time from when the cost is obtained to when the project is

anticipated to be bid. Cost estimates are prepared in tabular formats with backup documentation as appropriate.

Task 8 – Prepare Draft PER

A draft PER will be prepared to incorporate the information generated in the preceding tasks. The

PER will follow the format provided in Attachment B of the RFP. Without repeating the entire description of the PER contents as provided in 7 CFR Part 1794 and guidance in RUS Bulletin 1794A-602, it is understood that project planning, need for the project, alternatives considered, selection of an alternative, proposed project, and conclusions and recommendations must be provided in the PER. The evaluation of alternatives will be a focus of the PER.

Task 9 – Review Draft PER with Board

Staff from Delaware Engineering will attend a board meeting to discuss the draft PER. The draft together with sketches, plans, tables, and other materials as needed will be prepared and provided to the Town for the review.

Task 10 – Funding Assistance

Delaware Engineering will evaluate the applicability and availability of funding from a variety of sources including but not limited to:

- Clean Water State Revolving Fund (CWSRF) administered by the New York State Environmental Facilities Corporation
- United States Department of Agriculture Rural Development Rural Utilities Funding (USDA RD) Pre-development Planning Grant Program and Wastewater Funding Assistance
- New York State Office of Community Renewal (OCR) Community Development Block Grant Infrastructure Funding (CBDG)
- New York State Consolidate Funding Application Process (CFA)
- New York State Department of Environmental Conservation Water Quality Improvement

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Program Funding

- Federal and State Appropriations

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- New York State Energy Research and Development Authority (NYSERDA)

Based on the review of funding options, Delaware Engineering will make a recommendation as to

which funding option(s) hold the greatest promise. Given current funding conditions, it is likely that

the Town will pursue funding through the CWSRF program, with potential supplement grants from

the OCR CBDG program, NYSERDA and the CFA. If this is the case, this task will include preparation of a CWSRF Application for financing including:

- Listing on Intended Use Plan (IUP) listing based on Preliminary Engineering
- Application forms
- SEQR/SERP (environmental impact review – assumes EAF/Neg Dec and identification of required permits)
- Sign-off from the State Historic Preservation Office (SHPO)
- Coordination with Town Bond Counsel regarding debt capacity
- Coordination with Town to ensure that all benefitted parcels are identified for equivalent dwelling unit (EDU) count
- M/WBE utilization associated with engineering work
- Economic and financial data adequate to assess credit worthiness and economic viability
- Coordinate with Town Counsel regarding title to the sewer system

Task 11 – Environmental Review SEQR/SHPO

It is assumed compliance with the State Environmental Quality Review Act (SEQR) will be accomplished through preparation of an expanded Long Form Environmental Assessment, the Town will act as Lead Agency and that all other involved and interested agencies will extend cooperation and support for the project. A Negative Declaration is assumed. If a Positive Declaration is issued, we will provide a revised scope and level of effort for preparation of an Environmental Impact Statement.

The Town's wastewater treatment plant site and collection system are located in an area of archaeological sensitivity. Given that the nature of the project likely involves repairs to existing Delaware Engineering, P.C. 9

facilities in previously disturbed areas, it is assumed that an archaeological study is not required and

that SHPO sign off will occur as a result of documenting previous disturbance. Should it be determined that an archaeological study is required, Delaware will assist the community in securing

the services of a registered archeologist to prepare a cultural resources survey.

Task 12 – Finalize PER for Submission

The draft PER will be revised to incorporate any comments from the Town and NYRWA as well as

inclusion of SEQR/SHPO documentation to create a final PER for submission to funding agencies.

Task 13 – Present Final PER to Board

Delaware Engineering staff will a Town Board meeting to present the final PER to the Board.

The

final PER together with sketches, plans, tables, and other materials as needed will be prepared and

presented to the Town.

PART II

COMPENSATION, BILLING AND PAYMENT

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The estimated total cost of the efforts outlined herein is \$30,090 including labor and expenses. ENGINEER shall conduct scope of services at no cost to the CLIENT. Should CLIENT receive grant funding for the Scope of Services, ENGINEER shall be compensated as grant funding allows.

Any efforts/costs above the amount of grant funding shall be contributed by the ENGINEER as in-

kind services and shall not be a cost to the CLIENT.

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Delaware Engineering P.C.

Engineering Rate Schedule

Year 2012

Billing Category Rate/Hour

Technical Typist / Administration 60.00

Designer, Technician, Construction Inspector 95.00

Senior Designer, Technician, Construction Inspector 105.00

Resident Engineer 130.00

Senior Planner I, GIS Specialist 100.00

Engineer / Scientist / Planner I 95.00

Engineer / Scientist / Planner II 110.00

Engineer / Scientist / Planner III 115.00

Senior Engineer / Scientist / Planner II 130.00

Senior Engineer / Scientist / Planner III 150.00

Principal Engineer / Scientist 160.00

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: B&W Color
- A size - 8½" x 11" \$ 0.05 \$ 1.00
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.

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.

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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, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the nondefaulting 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

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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

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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.

Professional Services Agreement

Rev 11/12

Discussion of Planning Board and ZBA Vacancies

For Planning Board, Supervisor said there is one person whose term is expiring, and there is a vacancy created by the individual recently elected as town justice. ZBA has someone coming off, creating a vacancy. Additionally, an expiring term on the Greene County Planning Board must be filled by March. Three years ago, the Town Board determined that with any person coming up for re-appointment the Board would advertise for the position and interview new interested persons. The Greene County Planning Board person may be interested in reappointment; that would be a March appointment. Supervisor asks, if the Board wishes to advertise, are we looking for a letter of interest? Supervisor believes resume is a bit much to prepare for a \$300-600/year post and, if required, are Board members seeking an applicant to demonstrate a certain number of years of planning or zoning experience? Councilwoman Benway asks for letter of interest in the Board they wish consideration for; AOT doesn't have any published requirements, and recommends town residence and ability to complete the necessary training. Councilwoman Finke reports that Town of Athens said they would accept letter of interest and now will return to resumes. Councilman Norris noted Town of Cairo published letter of interest and agrees with that. Councilman Meredith clarified that there are no requirements and thus agrees with letter of interest. Councilwoman Finke said the NYS Governor's Office asks for resumes for unpaid positions but it does make it fairer. Attorney Wukitsch said resume optional, not prohibited; minimum would be a letter of interest.

Bob Knighton asks to add requirement of citizenship. Attorney Wukitsch asked wouldn't they be a citizen if they were a Town resident? Hearing no, he answered he would make US citizenship a requirement. Ellie would rather see Town residency required, has watched Planning Board 15 years and interest is not here. Attorney Wukitsch said a person could have a planning background; it is about the quality of applicant; he explained she was talking about a screening process rather than the quality of the applicant. Supervisor reminded that interviews would occur in addition to the letter of interest. Ellie believes to first consider the person who has served whether 3, 4, 5 years, give them consideration of their service, and resumes can cause misrepresentation. Councilwoman Finke thought it would be good to know a Planning Board applicant can read blueprint.

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MOTION

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Supervisor moves to authorize the Town Clerk and ZBA and Planning Board committee to draft an advertisement for letters of interest in the openings on Planning Board, Zoning Board of Appeals and Greene County Planning Board; applicants must be citizen of USA and resident of Town of New Baltimore and may send resume. Councilwoman Benway asked whether Board of Assessment Review will have an opening; Supervisor said that would occur in September.

AYES- BENWAY, FINKE, MEREDITH, NORRIS, O'RORKE

NAYS- none

ABSTAIN- none

Motion Carries

Resolution to Set Public Hearing for Proposed Local Law #1 of 2013 to Approve Real Property Tax Exemptions for 2013

It has been past practice to follow the county's lead regarding exemptions, on a two-year rotation; Supervisor read Greene County Real Property's correspondence. The Town assessor favors following the county. Councilman Norris asked whether the county had voted on this and had not found it on the county website; Supervisor answered that typically it is not sent to the Town until the county legislature has acted, it must be accomplished by March 1, the county has held its public hearing, and this resolution is for the holding of the public hearing on the proposed local law.

PROPOSED LOCAL LAW #1 of 2013

A LOCAL LAW TO ESTABLISH A NEW SCHEDULE OF REAL PROPERTY TAX EXEMPTIONS FOR PERSONS SIXTY-FIVE (65) YEARS OF AGE OR OVER AND PERSONS WITH DISABILITIES AND LIMITED INCOMES

BE IT ENACTED by the Town Board of the Town of New Baltimore, as follows:

SECTION 1. This Local Law is adopted pursuant to the authority of Real Property Tax Law §459(c) and §467. All definitions, terms and conditions of such statute shall apply to this Local Law and are incorporated herein.

SECTION 2. Local Law #2 of 2011 is HEREBY REPEALED

SECTION 3. The Town Board of the Town of New Baltimore does hereby establish the following sliding scale of property tax exemptions for real property owned by persons sixty-five (65) years of age or over and for real property owned by a person with a disability whose income is limited by such disability, and used as the legal residence of such person, based on the income limits set forth below:

<u>Maximum Income Limit</u>	<u>Property Tax Exemption</u>
\$22,500.00 or less	50%
\$22,500.01-\$23,499.99	45%
\$23,500.00-\$24,499.99	40%
\$24,500.00-\$25,499.99	35%
\$25,500.00-\$26,399.99	30%
\$26,400.00-\$27,299.99	25%
\$27,300.00-\$28,199.99	20%
\$28,200.00-\$29,099.99	15%
\$29,100.00-\$29,999.99	10%
\$30,000.00-\$30,899.99	5%

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SECTION 4. Any person who qualifies for a property tax exemption as a person with a disability shall not be eligible for a property tax exemption as a person who is sixty five (65) years of age or over.

SECTION 5. The maximum income limit set forth in Section 3 above shall be offset by medical and prescription drug expenses actually paid which are not reimbursed or paid for by insurance.

SECTION 6. This Local Law shall take effect immediately upon its filing in the Office of the Secretary of State.

Supervisor read from Laura Van Valkenburgh, assessor is in favor. Easier if we stay. Did county vote on it. This is to hold the public hearing.

Resolution to Set Public Hearing for Local Law 1 of 2013 to Approve Exemptions of Real Property Taxes for 2013

**RESOLUTION
JANUARY 14, 2013**

**RESOLUTION SETTING PUBLIC HEARING DATE
FOR PROPOSED LOCAL LAW TO ESTABLISH A NEW SCHEDULE OF REAL
PROPERTY TAX EXEMPTIONS FOR PERSONS SIXTY-FIVE (65) YEARS OF AGE
OR OVER AND PERSONS WITH DISABILITIES AND LIMITED INCOMES**

BE IT RESOLVED that the Town Board of the Town of New Baltimore will hold a public hearing on February 11, 2013 at 6:45 p.m. at the Town Hall, County Route 51, Hannacroix, New York, to hear those members of the public who wish to be heard regarding proposed Local Law No.1 of 2013, a Local Law to Establish a New Schedule of Real Property Tax Exemptions for Persons Sixty-Five (65) Years of Age or Over and Persons with Disabilities and Limited Incomes.

Councilman Norris moved and was seconded by Councilwoman Benway. Councilman Norris noted that the sliding scale provides for an additional \$2,000. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE**

Adopted

Resolution to Set Public Hearing for Local Law 2 or 2013 to Approve Dog Enumeration Fee

Town Board has discussed and is planning a dog census. Over past 2 years, the Town is getting increasing Greene County Public Health notices of dog bites by unlicensed and unvaccinated dogs. Everyone pays for services of Animal Control Officer whether they own a dog or not. Ellie feels a license doesn't guarantee the dog won't bite and there are owners who will not license regardless of the census. Supervisor said it does assure the up-to-date rabies vaccination; the current enumeration fee is \$5, providing no incentive to license. If found unlicensed, dog owner could be taken before town justice in court; but the enumeration fee suggested by Supervisor and Councilwoman Benway, in preparation for dog census, is \$50, and would, after the census is done, be collected by Town Clerk at the time of licensing.

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PROPOSED LOCAL LAW NO. 2 of 2013

A LOCAL LAW AMENDING TOWN CODE §42-31 TO INCREASE
THE ENUMERATION FEE FOR DOGS FOUND UNLICENSED
IN THE TOWN OF NEW BALTIMORE

Be it enacted by the Town Board of the Town of New Baltimore, County of Greene, as follows:

Section 1. Purpose

The administrative cost of a dog inventory or enumeration has increased and it is in the public interest to increase the dog enumeration fee from the present fee of \$5.00 to reflect higher administrative costs.

Section 2. Amendment

The current Town Code §42-31 is hereby repealed and replaced with a new Town Code §42-31 to provide as follows:

"When the Town Board determines the need for a dog enumeration or inventory, a fee of \$50.00 will be assessed by the Town to the owner of any dog found unlicensed or renewed at the time the enumeration is conducted."

Section 3. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York Secretary of State.

Clerk Brooks asked the word **PROPOSED** appear in the heading. Supervisor asked for Board discussion and added that the fee must first be in place. Councilwoman Benway added that a person may not bother for \$5, an insufficient incentive to return the census and get the license. Supervisor added that, if the number of dogs licensed increases, the Board can keep cost of licensing low, and we know we are missing a significant number of dogs. Councilwoman Finke asked would it be a ticket; Attorney Wukitsch said when they come in it is assessed like a fine, Clerk Brooks added just like a late fee. Supervisor reminded the advanced notice came first in newsletter, licensing is a state law not a Town law, New Baltimore has a pretty low fee for a license, and this is a penalty for not doing the right thing. Attorney Wukitsch reminded just as not paying taxes on time, you know the rule and you don't follow it. Kingsley Greene felt \$50 is too low; three neighbors have total of five unlicensed dogs. Supervisor and Councilwoman Benway talked about the current \$5 fee; \$10-\$20, but at what point is it large enough. Kingsley feels it must be large enough to come in and get the license. Supervisor is not opposed to a higher enumeration fee. Councilwoman Finke asked for an 'amnesty day'; Supervisor reminds that there is no enumeration fee as long as dog is licensed before or within the census. Alta Turner asked for process of the enumeration. Supervisor answered mailing to households first, Councilwoman Benway is looking to use Post Office zip codes; every person in chosen zip codes receives mailing at a cost of \$.16 (not \$.45), but some zips go outside the Town's boundaries or mostly outside the Town. Supervisor said depending on response, may end up knocking on doors, or sending letters to zip codes with only a few folk, and, if after the date, there will be a penalty. Councilman Norris reminded that the newsletter was tried; Councilwoman Benway reminded it is New York State law. Supervisor added that the majority of dogs about which complaints are received have no licenses. Councilman Norris asked to listen at public hearing; may choose higher enumeration fee. Mr. Kemnah suggests \$100-250. Jeff Ruso asked to not talk about raising the fees for those who do have licenses; Supervisor hopes to avoid that and still cover cost of animal control officer and services that need to be provided to people who have dogs, adding that now everyone is paying toward that service since we don't have that many dogs licensed.

Councilwoman Benway spoke to other towns; censuses have caused licensed dogs to more than double.

Bob Knighton asked how it works, if owner gets a dog after the census, how do you know whether it is an old dog or new.

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Supervisor said, if knocking on doors, Attorney Wukitsch added it becomes discretionary and commented that the Board has had the public hearing. [laughter] Supervisor asked to leave \$50 for the published notice.

RESOLUTION
JANUARY 14, 2013

RESOLUTION SETTING PUBLIC HEARING DATE FOR PROPOSED LOCAL LAW
TO AMEND TOWN CODE §42-31 TO INCREASE
THE ENUMERATION FEE FOR DOGS FOUND UNLICENSED
IN THE TOWN OF NEW BALTIMORE

BE IT RESOLVED that the Town Board of the Town of New Baltimore will hold a public hearing on February 11, 2013 at 7:00 pm at the Town Hall, County Route 51, Hannacroix, New York, to hear those members of the public who wish to be heard regarding proposed Local Law No. 2 of 2013, a Local Law to Increase the Enumeration Fee for dogs found unlicensed in the Town of New Baltimore.

Supervisor moved and was seconded by Councilman Benway. Attorney Wukitsch added "Section 3. Effective Date." With that correction, Supervisor moved and was seconded by Councilwoman Benway. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Adopted

Approval to Post Advertisement for Town Building Maintenance and Park Mowing Laborer

Supervisor reviewed discussion at Organization Meeting: the individual who has been mowing town parks and town hall most recently has had an injury; the individual maintaining town hall is no longer interested in continuing, but is willing to cover until a replacement is found. Building Committee and Parks Superintendent had an idea to combine these into a year-round part-time job and to draft an advertisement. Councilwoman Benway has two people who are interested in this job alongside of their fulltime job. Supervisor will put together job description, with a meeting of the minds of the job's requirements; in the past this has been needed quickly. Councilwoman Finke said it is funny for Board to ask someone to submit a resume for mowing and laborer, but not a tax collector. Supervisor clarifies Board is not asking for resume but rather a job application. Supervisor asked for input so as to not be caught "behind eightball". Councilman Norris listed tasks: change water and air filter, fluorescent lights, maintenance, mow, and if all incorporated, almost a job year round.

MOTION
JANUARY 14, 2013

MOTION TO PLACE ADVERTISEMENT FOR LABORER OPENING

Supervisor moved that the Building Committee and Parks Superintendent place an advertisement for park mowing and building maintenance laborer in the newspaper to fill this opening, and was seconded by Councilwoman Benway. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES- BENWAY, FINKE, MEREDITH, NORRIS, O'RORKE
NAYS- none
ABSTAIN- none
MOTION PASSED

The committee and Parks Superintendent will draft a job description.

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Resolution to Establish Comprehensive Plan Review Committee

Supervisor reminded the Board discussed this last fall, suggested by NY Planning Federation and Association of Towns, that the Comprehensive Plan, passed February 9, 2007, undergo review each 3-5 years to look at needs of community. Councilman Norris agreed to co-chair with Supervisor. Supervisor is glad to have people with wide variety of backgrounds (landowners, farmers, historical, etc) who are very interested in participating. Planning Federation suggests limit to 8, up to 12; Supervisor is happy with diversity.

**RESOLUTION
JANUARY 14, 2013**

**RESOLUTION ESTABLISHING AND MAKING APPOINTMENTS TO
COMPREHENSIVE PLAN REVIEW COMMITTEE**

WHEREAS the Town Board amended the Comprehensive Plan on February 9, 2007 using the Vision, Goals and Sub-goals contained in the Citizens' Planning Advisory Group report as a broad direction for formulating and amending the Town Comprehensive Plan, and

WHEREAS the Town Board desires to review the Comprehensive Plan to ensure that the plan is in alignment with the current goals of the Town Board, and

WHEREAS the Town Law of the State of New York empowers the Town Board to appoint a special board to review and prepare any necessary amendments to the Town Comprehensive Plan, and

WHEREAS the Town Board hereby finds that the appointment of a special board will allow for the continuation of a positive and constructive effort to ensure that the diverse interests of the town are represented in the review and possible preparation of any amendments to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Baltimore, in accordance with the provisions of Section 272-a of the Town Law of the State of New York, does hereby establish a special board to be known as the Town of New Baltimore Comprehensive Plan Review Committee and hereby charges said Committee as follows:

- 1) To use the Citizens' Planning Advisory Group "Vision, Goals and Sub-goals" as broad direction for the preparation of any amendments to the Town Comprehensive Plan.
- 2) To give consideration to the research and evaluation presented by the Citizens' Planning Advisory Group as "Findings" in its report to the Town Board in the preparation of any proposed amendments to the Town Comprehensive Plan.
- 3) To give consideration to the research and findings of the Zoning Advisory Committee as reported to the Town Board on December 10, 2012.
- 4) To present any amendments to the Comprehensive Plan in accordance with the requirements of the Town Law Section 272-a of the State of New York.
- 5) To hold one or more public hearings and such other meetings as it deems necessary to assure full opportunity for citizen participation in the presentation of any suggested amendments to the Comprehensive Plan.
- 6) To, upon the completion of its work, recommend any amendments to the Comprehensive Plan to the Town Board to be considered for adoption by the Town Board.

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AND, BE IT FURTHER RESOLVED that the following residents of the Town of New Baltimore are hereby appointed to serve on the Town Comprehensive Plan Review Committee:

1. Susan O'Rourke, Co-Chair
2. Chris Norris, Co-Chair
3. Kathy Rundburg
4. Meave Tooher
5. Ray Blaisdell
6. Randy Lent
7. Ken Rebusman
8. Mark Peckham
9. Kingsley Greene
10. Liz LoGuidice
11. Nick Dellisanti
12. Ted Flegel

Councilman Norris moved and was seconded by Supervisor. Councilman Norris reminded that some individuals represent other committees, such as Ag Committee. Supervisor has looked at goals in original Comprehensive Plan that Town Board hadn't taken action on, and Town Board has not taken up those December 10, 2012 actions and recommendations of the Zoning Advisory Committee; many would require a change to the Comprehensive Plan. Member of the public asked for the December 10 report of the Zoning Advisory Committee; Clerk Brooks related 'black box' issue with Town website that she and Councilwoman Benway had struggled with but her meeting minutes will include that report. Supervisor suggests putting that report and posting it separately. Councilwoman Finke suggests adding someone from the Citizens' Planning Advisory Group. Kathy Rundberg was also a member of the Citizens' Planning Advisory Group, and could send someone from the Planning Board in her place. Supervisor explained if Town Board is taking look at the recommendations of the Zoning Advisory Committee and taking action on that, not sure how much overlapping is good, would a court start to say you 'drove' your Comprehensive Plan; Comprehensive Plan comes first in order. Councilwoman Finke thought she would be good resource because they've been in existence for couple years, if there were any questions. Supervisor reminded Zoning Advisory was appointed last year by the Town Board. Councilwoman Finke said no, longer than that. Supervisor reminded of Zoning Advisory's December report. David Wukitsch reminded that if other people can send a designee, Kathy Rundberg has familiarity with the Planning Board and the Zoning Advisory Committee and may send a designee. Councilwoman Finke disagreed; there should be a representative. Supervisor was concerned with overlapping, adding that meetings are open and will be held at Town Hall, and expects quite a few public hearings. Councilman Norris agrees with broad base of people. Councilwoman Finke thinks they should have a representative; she asked is Ken Rebusman senior or junior; junior. Councilwoman Finke isn't sure Nick Dellasanti knew; he does now, he was asked, although not technically confirmed yet. Councilman Norris is happy with 12 members. Councilwoman Finke answered the 12 includes Supervisor and Councilman Norris, so it goes down to 10. Supervisor explained she and Councilman Norris are part of the committee. Supervisor would like to keep as is; Councilman Norris said discussion was to keep that separate. Councilwoman Finke said they would be a good source of reference. Supervisor reminds that the meetings will be open. Councilman Norris asked who from the committee she would suggest; Councilwoman Finke answered the chair, Donna Carlson. Supervisor reminded that Donna is a member of the ZBA so if Meave Tooher was unable to attend she may send Donna Carlson. Supervisor believes the committee has good representation and is concerned with the overlapping; Town Board will have to look at the recommendations of the Zoning Advisory Committee. Councilman Meredith said if someone comes in blind having missed 3-4 meetings, he wants to keep it standard to those on the Committee, or else let them know what's been discussed. Attorney Wukitsch said you are offering a commitment, not 'musical chairs', not a routine thing if different people are showing up each meeting. Councilman Norris said if Councilwoman Finke feels that strongly we could add later on, if someone wants to be part of it. Councilwoman Finke asked member of the public what he thought as a member of that committee; Rob Van Etten thought Donna would be a good person, chair, if she is willing.

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13. Donna Carlson

With that addition, the adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Adopted**

Resolution to Pay Claims

**RESOLUTION
JANUARY 14, 2013**

RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS

WHEREAS the Town Clerk has presented claims to the Town Board for audit and review, and

WHEREAS the Town Board has audited claims 2013 01/ 001-093, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2013 01/ 001-093, and

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until January 31, 2013.

Supervisor moved and was seconded by Councilman Norris. Supervisor asked if there were any questions about the vouchers; none. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE
Adopted**

Executive Session for Ongoing Litigation with the Shady Harbor Marina vs Town Zoning Board of Appeals

At 8:52pm, with no more from the Town Board or the public, Supervisor moved to adjourn to executive session for the purpose of discussion of ongoing litigation and was seconded by Councilwoman Benway.

Motion Carried

Ayes- 5

Nays-0

Executive session began at 8:55 p.m.

Motion to close executive session was made by Supervisor and was seconded by Councilwoman Benway.

Motion Carried

Ayes-5

Nays-0

Executive session was closed at 9:05 p.m.

Supervisor moved to re-open the Board meeting, seconded by Councilman Norris.

Motion Carried

Ayes-4

Nays-0

The meeting was re-opened at 9:06 p.m.

Resolution to Authorize Representative for Grant and Local Match of In-Kind Services [see also page 7]

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Also needed to accept the planning grant, the matching portion of which will be supplied by Delaware Engineering, is to authorize a point person and match.

**RESOLUTION
JANUARY 14, 2013**

**NEW YORK STATE CLEAN WATER REVOLVING FUND ENGINEERING
PLANNING GRANTS AUTHORIZED REPRESENTATIVE AND LOCAL MATCH**

WHEREAS the Town of New Baltimore has received notice from the New York State Environmental Facilities Corporation and the New York State Department of Environmental Conservation dated December 19, 2012 that the Town of New Baltimore Wastewater Treatment Facility and Collection System Upgrade Engineering Study (Planning Grant #19154 – herein after “the Project”) has been selected to receive up to \$24,000 for the Engineering Planning Grant through the New York State Clean Water Revolving Fund (CWSRF) program; and

WHEREAS the grant requires a 20 percent minimum local match of the total project cost which may be provided as cash and/or in-kind services; and

WHEREAS a resolution confirming that the Town will move forward with the project for the amount of funding awarded and designating an Authorized Representative for the project as well as authorization and obligation of local match funds is required for preparation of the grant agreement by the State of New York;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Town hereby confirms that the Town will move forward with the Town of New Baltimore Wastewater Treatment Facility and Collection System Upgrade Engineering Study for the amount of funding awarded.
2. Furthermore, the Town hereby authorizes Supervisor Susan O’Rourke to execute a Grant Agreement with the New York State Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the Project to fulfill the Town’s obligations under the Engineering Planning Grant Agreement.
3. The total cost of the Engineering Study is \$30,090 and a local match of 20% will be provided through in-kind services provided by Delaware Engineering, P.C. in the amount of \$6,018.
4. This resolution shall take effect immediately.

Supervisor moved and was seconded by Councilman Norris. Clerk Brooks asked to change heading to tonight’s date. With that typographical error corrected, the adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O’RORKE-AYE
Adopted**

ADJOURNMENT

With no further business to come before the Board, Councilman Finke reported phone call from Lynn Taylor reporting 50-60 calls; Supervisor said Councilman Norris has been working on that since October with the antiquated phone system, three fax attempts in fact, and new phones should be installed this Thursday. Councilman Norris said they started installing last Friday. With the problem with the tax collector choice, he has been trying since last November to correct. Supervisor has apologized to Lynn Taylor and has called the phone company. Councilman Norris said the phone company has outlined certain procedures, which were done, he thought it was taken care of, and it wasn’t, but finally State Telephone’s Mark Matson accomplished it. **Supervisor moved for adjournment, seconded by Councilwoman Benway**

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seconded. No discussion. The adoption of the foregoing Motion was duly put to a vote, and upon roll call, the vote was as follows:

BENWAY-AYE FINKE-AYE MEREDITH-AYE
NORRIS-AYE O'RORKE-AYE

Motion Carried

The meeting was adjourned at 9:11 pm.

Respectfully,
Janet A. Brooks
Town Clerk