

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 1**

**DRAFT**

**OPENING OF MEETING**

Supervisor O'Rorke called the meeting to order at 7:02 pm and the Pledge of Allegiance was said. Also attending: Councilwomen Benway and Finke, Councilman Norris, Attorney for the Town Wukitsch, Highway Superintendent Jordan, Town Clerk Brooks, and 20 members of the public who signed the attendance sheet. Absent: Councilman Meredith.

**MOMENT OF SILENCE- Donald Tanner**

Supervisor stated she would read a resolution passed by the Town Board on August 13, 2007:

**RESOLUTION  
AUGUST 13, 2007**

**RESOLUTION HONORING DONALD TANNER  
FOR HIS YEARS OF SERVICE TO THE TOWN OF NEW BALTIMORE**

WHEREAS, Donald Tanner has served as an official of the Town of New Baltimore since 1960, and

WHEREAS, Donald Tanner began his service to the residents of New Baltimore as a Dog Enumerator, and continued in various important capacities, including Dog Warden, Constable, Police Assistant, Police Chief and Code Enforcement Officer, and

WHEREAS, Donald Tanner has served his community for many years in many other capacities, including leadership in the Cornell Hook and Ladder Fire Company and the Veterans of Foreign Wars, and most recently as a Commissioner of the New Baltimore Fire District, and

WHEREAS, Donald Tanner's many years as a resident of New Baltimore demonstrates to the highest level his commitment to public service, his commitment to volunteerism, and his commitment to the protection of the public's health, safety and general well being, and

WHEREAS, his long and distinguished record is an inspiration to all of those who have shared the privilege of knowing and working with him in any or all of his many capacities, and

WHEREAS, the Town Board hereby acknowledges its duty and responsibility to honor those members of our community who have made significant and everlasting contributions to the well being of our residents and our town.

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Baltimore does hereby express our most heartfelt appreciation to Donald Tanner on behalf of the Town Board and residents of the Town of New Baltimore for his many years of dedicated service.

**SPECIAL PRESENTATION – Coxsackie-Athens Central School District Budget- Randall Squiers, Supt.; Leslie Copleston, Asst Supt.**

Superintendent Squiers thanked the Town Board for the opportunity to present Coxsackie-Athens School District budget and programs. The 6% increase district budget going to vote is \$27.5 million, and 1/3 of increase is due to the first payment on a 2009 capital project. New York State is footing a portion of the bill and, as a result of that and an increase in state operating aid of about 7% or \$56,000, the overall levy will rise about 3.25%.

Driving those costs are: retirement systems and health benefits, 13% total or \$882,000; salaries are up 1.3%, transportation up 1.7%, contractual items up 6.3%. To balance these, the district's reductions are: equipment 14%, supplies 3%, BOCES 4.5%, athletic 7%, personnel (2 FT reducing to part-time, thru retirement eliminating 2 elementary teaching positions, 2 teaching assistants, and 1 administrative position, overall 5 and 2 reduced to part-time). State aid will rise 7%, but will still be \$400,000 less than 2008-09. Twenty years ago, state aid paid 51% of district costs; now pays 32% of costs. Twenty years ago, local taxpayers paid 45% of costs; now pay 58%. The district is enhancing programs, increasing flexibility, more distance learning (7 in an 8-period day), reducing cost, increasing rigor and expectation, phasing out French, continuing a range of engineering and science, sequence in engineering, pathways and partnerships with local colleges Columbia-Greene CC and Hudson Valley CC.

Councilman Norris asked about enrollment; since 2000, Superintendent Squiers said, less than 100; where Greenville and Cairo-Durham were both larger than Coxsackie-Athens, they are both now smaller than C-A's enrollment of 1485 in K-12.

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Councilman Norris asked average class size; about 17-18 in elementary, middles 20-21, and high school 20-22; school board priority to keep class sizes small.

Supervisor asked what *reductions in BOCES services* means; Superintendent Squiers said less special education; brought back some or put in better placements for needs; if students choose, there is career tech, New Visions, and Tech Valley High School.

Councilman Norris asked what the 2009 capital project was; Superintendent Squiers answered roofs, solar panels, handicapped accessible bath, wireless internet for all campuses, 1965 boilers replaced, installed wood pellet boiler at EJ Arthur Elementary in Athens.

Councilman Norris asked was tax levy proposed? Assistant Copleston expects 'breakeven' from energy savings and the debt service; net impact on taxpayers of 0%. On May 21, the district will sell bonds and then will know better the debt service costs; numbers are tentative until then. Then, final cost reports have to go to state, and define aid-able or not, so still an estimate.

With no more from the Board, Kevin Kennah asked, per \$100,000 assessed value, the estimated cost of the raises; Assistant Copleston reminded that Athens is going through a re-valuation, creating a big variable of equation; she doesn't expect much change with Towns of Coxsackie and New Baltimore. With retirement, with that 40%, is district limiting the raises; Superintendent Squiers is in negotiations with teachers unit, a compensation package is an investment in the employee (salary, health insurance, retirement).

Mr. Kennah asked whether the 'state money' is taxpayers or lottery; Assistant Copleston explained that part is designated from the lottery, but it is all state aid and didn't increase aid. Superintendent Squiers said there is more flexibility in how aid is used.

Attorney Wukitsch asked if contracts provide for lifetime free retiree health insurance and a percentage for family coverage; Assistant Copleston said, following a board policy, with 10 years with the district, then they are entitled to individual coverage at the cost share in place while an active employee, now 20%. Majority of retirees paid no contribution, now receiving free coverage; yes, although active employees do contribute.

Diane Louis hopes that the educators are talking to their state legislators regarding change from property tax to income tax, to give adequate education funding, lots of alternatives, and to ask what else can be done.

Rich Guthrie, regarding revaluation in Town of Athens, asked whether result will be known in time for May 21; Assistant Copleston said it will not be known by May 21, she has tentative assessment figures and pages of changes, but end result won't be known. Rich clarified that voters will not know; answer: right. Rich asked if district has looked at impact of United Mobile Homes and how it would affect district; Assistant Copleston said no conversations on the impact on tax structure. Rich thought peculiar, better to be prepared for impact.

Ellie Alfeld asked, with half-time foreign language, will district still meet the needs of regents diploma students; answer: yes. Ellie asked enrollment from New Baltimore and did you figure the education per capita for New Baltimore student; Assistant Copleston said have not updated, approximately 170. With understanding of per student cost at RCS, Ellie wonders same for Coxsackie-Athens, and asked, regarding recent New Baltimore/Coxsackie Athens School District land transfers to non-tax status, has anyone looked at that; Assistant Copleston, per \$100,000 assessed value, is not aware of that. Ellie thanked speakers for 'upfront' budget presentation, and is not disappointed. Assistant Copleston reminded that all information is on website.

#### APPROVAL OF MINUTES

Regarding the approval of Minutes of March 11, 2013, Regular Town Board Meeting submitted by the Town Clerk, **Supervisor moved and was seconded by Councilman Norris. The adoption of the foregoing Motion was duly put to a vote, and the vote was as follows:**

**BENWAY-AYE    FINKE-AYE    MEREDITH-Absent**

**NORRIS-AYE    O'RORKE-AYE**

**Motion Carried**

Regarding the approval of Minutes of April 8, 2013, Regular Town Board Meeting submitted by the Town Clerk, **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-AYE    MEREDITH-Absent**

**NORRIS-AYE    O'RORKE-AYE**

**Motion Carried**

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Regarding the approval of Minutes of April 22, 2013, Town Board Work Meeting submitted by the Town Clerk, Councilwoman Finke asked whether 'naavq' was accurate, Councilman Norris reported, adding it is correct in Newsletter. **Supervisor moved to change page 8, Fire EMS Law Enforcement, to navq 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-AYE    MEREDITH-Absent**

**NORRIS-AYE    O'RORKE-AYE**

**Motion Carried**

#### **PUBLIC COMMENT PERIOD**

Rich Guthrie asked where Board agenda appears on the Town's website; Councilwoman Benway instructed him to click on meeting date on calendar. Supervisor reminded that it is the same for Planning Board and the Zoning Board of Appeals.

Kevin Kemnah, unsure whether resolution or local law, but asked Board to pass something prohibiting using a fracking fluid on the roads; Greene County Legislature has been asked to do so but not acted yet; suggested Board not give future employees health insurance and retirement; suggest hiring clerk for monitoring bids and procurement policy, attended several meetings and Building/Planning/Zoning Clerk Loux is a key piece and is not going to be here forever; have someone shadow her and write Standard Operating Procedures for planning board and zoning boards how everything should work; Supervisor reminded all that Town Board also must comply with SEQR also. He also asked to replace the pumps, and not incur fine when they fail.

Diane Louis, in anticipation of item #15, applauds the Board's intent to rescind meeting rules; when enacted, both Republicans and Democrats opposed it, seeking the residents' views on Town business. Ellie Alfeld reminded Board that Board of Assessment Review Grievance Day is May 28; not yet on calendar.

#### **CORRESPONDENCE**

From Central Hudson- letter to customers re Fortis merger, estimating Central Hudson will receive \$50 million in benefits covering normal and extraordinary costs restoring power through recent storms. Go to [www.CentralHudson.com](http://www.CentralHudson.com)

From Greene County Council on the Arts- annual request for \$200 for its summer SPROUTS program offering free, professionally-taught courses to children ages 3-7 to create, invent, preserve, succeed, and self-express.

From NYS Department of Transportation- notice of administrative hearing on Thursday, May 16, regarding three crossings of CSX second rail. *Not a public hearing for CSX*, there are two residential crossings in Town of Coxsackie; one in Town of New Baltimore erroneously reads 'New Baltimore Road'; it is 'NYS Rte 144'; NYSDOT is aware of that; correct parties were notified. Representatives from CSX will attend; Deputy Supervisor Norris will attend. A presiding administrative judge is assigned by the agency.

From US Army Corp of Engineers- from a filter bank matter for Hudson River, Hannacroix Creek Bridge, and information on the filter bag they are going to use.

From Central Hudson - notification of cyber security incident; the Town is not compromised to the best of our knowledge, offer to take advantage of credit monitoring.

Announcement of 90min webinar 2013 changes to 19 record form, USCIS, e-verify; the smallest mistake in paperwork or policy may lead to fine; May 30, 1-2:30pm. Supervisor suggests working with town clerk's office.

From Central Hudson- American Power and Gas has notified Central Hudson they were our provider of choice, 'slamming'; and this has been handled at no penalty to the Town.

From Town of Coxsackie- the annexation map is 'last piece of puzzle', Attorney Joan Tailleir quotes Sec.717 of General Municipal Law, requiring that map is filed in 3 places, with towns, Secretary of State, and the county. Secretary of State has responded that a local law, not a resolution, is needed; Attorney Wukitsch made copy of statute and mailed to Secretary of State and is waiting to hear; Town of Coxsackie also passed a resolution.

From Gordon Bennett- notice of his term ending September 30, 2013, concluding 18 years. By Real Property Tax Law, assessors' 6-year term runs concurrently all over state, with thanks to the Board and request for reappointment.

From New York State Town Clerks Association- notice of the awarding of designation of Registered Municipal Clerk to Town Clerk Janet Brooks. Certification is granted only after proving education and experience credentials. Founded in 1982, membership offers educational assistance for personal and

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professional improvement to better serve their constituents. This designation reflects purpose of program as dedication to personal and professional development and that hard work makes local governments successful. The Town's official newspaper has been notified.

Clerk Brooks thanked the Town Board for allowing her the opportunity to attend state conference. Supervisor thanked her for all the information she brings back to the town from her trainings.

**OLD BUSINESS**

Regarding US Army Corps of Engineers correspondence, the Hanacroix Creek trestle is nearly 100 years old and its proposed replacement concerns Ellie. This is not old business, Supervisor asked if we could return to this after agenda items.

Regarding AgFest, Kathy Rundberg asked to have aircraft coverage removed. Supervisor believed that was already done.

**NEW BUSINESS**

Resolution to Authorize Supervisor to Sign Attached Proposal with Delaware Engineering

Back again tonight are Delaware Engineering's Mary Beth Bianconi and Brock Juusla. Supervisor reminded that Town had started process with Delaware for Preliminary Engineering Study, invited them to several meetings about various items, held public information meeting, identified several steps to go thru before the large project at wastewater treatment plant.

A smaller project needing immediate attention is the pump station. It is part of what Delaware scoped out for a project, it can stand on its own, and whatever choice is made will not influence what the Town does or doesn't do at the plant. In and of itself it would not qualify for hardship for grant funding and, while doing a survey study for hardship, that will take time and the Board can decide when that info is known, pump station can stand on its own but by its size is not eligible for funding, this is something that must be done sooner rather than later. Large submersible pumps cannot handle the grit coming through, haven't been successful finding source of grit, and, not knowing, we have grit. Substantial repairs have been made, parts come from overseas and take a while to receive, 75% of flow goes thru pump station on its way to the wastewater treatment plant, there is no easy way to fix immediately, and it requires advance thinking and repairs before a situation results. Board has a standalone proposal from Delaware to get that work done, Supervisor and Mary Beth have spent time on phone with bond counsel, if Town were to look at WWTP and we could get funding, Supervisor would like to be able to roll this in the pump station work. In order to pay now, bond anticipation notes/BAN (mini-bonds) may be bought for the year and then rolled over up to five times in the future. Looking to Mary Beth and Brock for corrections, Supervisor summed it up as same report as the fall; like a Chinese menu, looked at the project, the phase 1/Mill Street pump station, what was needed for Smart Growth grant applications, and, other than that, pretty much the same contents.

Brock said project itself hasn't changed; the benefit is economy of scale at the wastewater treatment plant; also, proposed work at pump station hasn't changed at all (updating controls, modernizing). Mary Beth related Jim Polyverelli's concern that new pumps could be serviced locally, pumps that pass grit well, made by local company (with parts from Salt Lake City/Utah, not Germany), and that won't wear out as often. When we have to have repairs, due to depth and confined space, hired hazmat team had to pull pumps out, specific training and equipment to pull them. New system will have crane and cables onsite that Brock offered to operate with Supervisor. [laughter] Mary Beth expressed goal of extending the useful life of the pump station which is now 'nickel and diming' the Town, to give it a long service life, accommodate a range of conditions; Supervisor reminded that we've had pumps malfunction at the same time. Supervisor asked \$230,000? Mary Beth reminded that is the estimate; Brock detailed pricing. In terms of schedule, if the Board proceeds, to adopt resolution calling public hearing June 10, could adopt resolution to bond resolution, BAN, because this is an 'increase and improvement' due to nature of work, there is an *estoppel period* of about 20 days or end of June, early July Town could go and secure BAN. Brock will be busy designing things; then June get everything to regulatory agency for reviews, get approval towards end of August, then resolution at September Regular Meeting to bid the project, award bids in October, and a short construction period would get thru in 2013. Equipment lead time could be challenging. Brock said Town could buy equipment separately and bid the installation under separate contract. Supervisor asked whether NYSDEC may not give approval; Mary Beth said no, might find misspellings but disapproval is not likely, and some put jobs out to bid while waiting approval.

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Supervisor asked Mary Beth to crunch numbers and, reminding that this is only for those in Sewer District No.1, looking at \$230,000, 2.5% interest rate, using 20yr useful life, annual payment of \$14,806 with 2,402 debt points in district, \$6.16 additional per debt point, there are some who are not users but do pay debt and most homes are 10 points. Mary Beth said \$61.63/year, adding that this is biggest amount pictured; if this project can roll into the larger project, then may be able to secure 0% interest over a longer time. Supervisor pointed out that interest rates overall are at their lowest than in years past, and so not a large amount for BAN.

Councilman Norris asked if the rate would change in each year for BAN. Mary Beth felt this was simple way to take payments over 20 years, if Town took BAN for \$230,000, paid \$5,000 at end of year 1, another \$5,000 at end of year 2, you are actually reducing that principal. BAN may be done in a couple of structures: if you front-end load the structure so they get less over time, depends on who buys BAN and what kind of deal you make with them. For the state's financing, if you roll it into a larger project and get 0% debt financing, that is a net-level debt calculation: without points/ PMI/closing costs, you divided by 30 and that is what you pay back, and a pretty nice program. Supervisor said bond counsel suggests putting out to market, could go to Bank of Greene County, used in the past, they were only respondents for the truck. Mary Beth said that is typical of local banks and tough to get someone outside of area. Supervisor said they may not respond to the larger project but they could respond to BAN for short-term for pump station and Board could make that choice in June as to whether put out to market with bond counsel's help, and, for tonight, there is nothing set in stone, but to retain Delaware for the project, and to retain bond counsel, and to set the public hearing. A public information meeting, good opportunity to ask and receive responses back, fairly in line with moving forward but, at end of the day, it is the people in the district who the Board needs to respond.

Supervisor has sent all contracts to Attorney Wukitsch. Councilman Norris said the Board has taken time, looking at each aspect, piecemeal, and thanked Supervisor for all info gotten from engineers and counsel, could be shovel in ground by early fall; Jim Polverelli is stressed that this will be repaired and it is good to get this on the project. Supervisor thanked Councilman Norris who has been a great addition to the Committee and has offered to inspect manholes. Supervisor said it is good to get project moving forward, to keep options open with professionals working with the regulatory authorities and keep I's dotted, and added that many other communities have used Delaware.

Councilwoman Benway looks forward to public hearing.

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**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.

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**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: <u>John K. Brust</u>
Title: _____	Title: <u>Principal</u>
Date: _____	Date: <u>April 29, 2013</u>

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**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 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.



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### 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:

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- 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.

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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.

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- 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*

# DRAFT

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:**

- Mileage @ Federal Rate
- Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
- Telecommunications @ Cost
- FedEx, UPS, US Postal, Courier @ Cost
- Subcontract Management @ Cost
- Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)
- In-house Printing:

	B&W	Color
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.

DELAWARE ENGINEERING, P.C.

**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.

**Supervisor moved and was seconded by Councilman Norris.** Councilman Norris asked whether pump station will have rail system for pulling pump; answer: yes, Brock will ensure that. 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-Absent  
NORRIS-AYE O'RORKE-AYE  
Adopted

Resolution to Authorize Supervisor to Sign Attached Proposal with Rapport Meyers LLC

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
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DRAFT

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](http://www.rapportmeyers.com)

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VICTORIA L. POLIDORO  
JESSICA DIFIORE

CARM 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'Rourke

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'Rourke:

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.

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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.

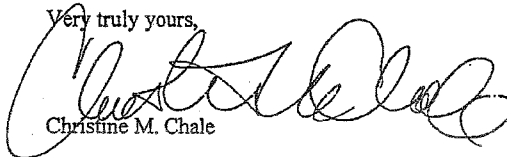
If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our hourly rates (currently \$250 for Partners, \$190-\$230 for Associates, and \$85 for Legal Assistants) for time actually spent (but not in 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.

**DRAFT**

We look forward to working with you.

Very truly yours,



Christine M. Chale

CMC:kj

AGREED AND ACCEPTED

this \_\_\_\_ day of \_\_\_\_\_, 2013

TOWN OF NEW BALTIMORE

By: \_\_\_\_\_

Title:

**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.

**Supervisor moved and was seconded by Councilman Norris.** No 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution to Notice Public Hearing for Increase in Improvement at Mill Street Pump Station

**RESOLUTION**

**MAY 13, 2013**

**RESOLUTION AND ORDER CALLING PUBLIC HEARING TO BE HELD ON  
JUNE 10, 2013 AT 6:30 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 therefore; 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;



COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 17

**DRAFT**

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 6:30 o'clock p.m., local time (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.

**Supervisor moved and was seconded by Councilwoman Benway.** Regarding 'at least once', Clerk Brooks asked if Board wished to publish more than once; no, not necessary. 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-Absent  
NORRIS-AYE O'RORKE-AYE**

**Adopted**

Supervisor thanked Brock and Mary Beth for attending and presenting this night.

#### Road Upgrade Discussion

Continuing discussion from prior meeting, awaiting paving contractors coming out with pricing, have Board discuss, then act at June Regular Meeting. 2013 Adopted Budget provides \$230,000 for General Repairs, \$112,600 for CHIPS, an additional nearly \$30,000 or total of \$372,600. The 284 Agreement done last month, to start on stone and oil, provides for use of older version and not latex, is \$150,000 General Repairs for \$3,273, Mirror Lake, \$ stone and oil, not dirt road Haas Hill, \$18271 Roberts Hill, brought the Board to exactly ½ of budget, with approximately \$186,000 remaining.

Highway Superintendent Jordan wants Medway-Earlton Road paved, another \$150,000 in General Repairs have begun, looking to come close, depending on quote, will eat up most of budget remaining. Supervisor reports discussion requested by two residents of dirt roads; there are 11 miles of dirt roads, and 4 miles of dirt roads with 2 or more residents. If Board wishes to start to stone and oil, pave, then there are only a couple options: 1) take from Fund Balance, 2) bond, 3) raise taxes, or 4) leave as they are. These are roads that have always been dirt; people who moved into homes that lay beside roads that have historically been dirt roads, pay the same taxes, do they have right to live on paved or stone/oil road. The Board has a quandary: might have a few dollars left but not enough dollars to make a difference.

Councilman Norris looked at crusher run/dirt roads that are maintained at a cost that is quite high, some need a base which adds cost, and then which roads would be done- those with more residents on the road? In his mind you do all or status quo- maybe \$500,000. Highway Superintendent Jordan said not that high. Councilman Norris doesn't want to use Fund Balance or raise taxes; with money tight, probably 4). Supervisor reports number of dwellings range from Sunset with 7 homes, two roads have 3 homes.

Councilwoman Benway hasn't visited all the dirt roads; she knows some of the currently-paved roads are in need when you are driving and feel that pull; she asked do some dirt roads just need crusher run. Superintendent Jordan tries to do 4-5 roads each year with crusher run; cannot do all, so they are graded and then yorcraked. The third year is the longest. Patching is ongoing.

Supervisor reminds much depends on winter, plowing, use and condition of road. Superintendent Jordan reports several plows done this winter without benefit of a frost; a plow blade cuts in.

Regarding 3 homes on a road, Councilwoman Finke asked is that the entire road or just the dirt section. Superintendent Jordan said on some would be entire road, some on the dirt. Supervisor asked if it was the part the residents must travel. Superintendent Jordan said on Sunset residents drive over stone and oil, then dirt; the rest of that road is dirt.

Councilwoman Finke asked about ditches. Superintendent Jordan said ditching is constant every year.

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 18

**DRAFT**

Regarding the dirt road residents comment about taxes, Bob Knighton commented that the Town or someone is maintaining the ¼ or ½ mile section of their road; he pays same rate of property taxes for just 300 feet of road frontage. But the Town may want to set a threshold based on number of houses per mile, when perhaps 6 houses per mile, for example, then pave; a density of 1 house per mile should have different expectations than a density of 6 houses per mile.

Ellie Alfeld asked whether Town could let Medway-Earlton Road sit for this year, use those funds. Superintendent Jordan answered, as it is falling apart in chunks, next year it will cost half again as much to do. Supervisor reminded he has already a road (Old Kings Road or Roberts Hill Road) lined up for next year. Ellie sympathizes with those people saying they are paying taxes but there are really no other services but highway, unless you call the sheriff.

Janet Angelis suggests comparing what is cost to maintain the dirt road vs cost to pave the dirt road, rather than balance the interests of individuals.

Ellie answered then the Town never progresses; they bought the land on a dirt road, built a \$200,-300,000 home, and now what are they getting.

Councilman Norris reminded that many live on county and state roads, and they help subsidize the Town roads. Years ago the Board bonded and got a lot of roads done. Three years ago that was proposed and maybe should be considered again.

Supervisor said if Board would like, remembering the current bond for the new truck, she can get information, but the opportunity to get all done is a lot to bite off. The Board should think about it, and contact her or Councilman Norris before next meeting. A lot has to do with the speed at which you drive them; speed picks up stone and oil; we are behind in stone and oil schedule as it is; committee had looked at bonding to catch up with stone and oil as well as paving. Supervisor reminded that the latex, favored by New York State, doesn't hold as well or at all; the only option is to use newer version of old stone and oil which may only be applied til end of May (or late fall when weather is not hot). Town might have lost opportunity, Supervisor asked for Board feedback.

Highway Superintendent Jordan asked Board whether they want him to get prices of stone and oil? Yes, then Board will know, and it goes up every year.

Councilman Norris reviewed that for the piece of equipment bonded, next year will be second year; must it be 5 year bond?

Supervisor answered the Town cannot bond past useful life, perhaps 10 years for road, but cannot bond past useful life.

Resolution to Reappoint Sole Assessor

**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.

Councilwoman Benway moved and was seconded by Councilman Norris. Supervisor reminded this was discussed at Work Meeting; he has been reappointed at 2 of his other towns. Councilman Norris met with him also. 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution to Reappoint Part-time Laborer

Last year, Roger Wilson stepped in to take on mowing and park inspections; Roger was unable to take on entire task, Highway agreed to take on mowing of parks to save money. Town still needs inspections to provide for refunds of deposits; Roger is willing, cleaned up after four- and two-legged critters, and provided detailed inspection reports.

**RESOLUTION  
MAY 13, 2013**

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

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 19

**DRAFT**

RESOLVED, that Roger Wilson is hereby re-appointed part-time laborer at a rate of \$11.60 with duties to be that of completing park inspections.

**Councilwoman Benway moved and was seconded by Supervisor.** No 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution to Appoint Prosecuting Attorney

A recent situation with animal control officer caused Town to scramble for a prosecuting attorney; Officer Tanner was pleased with the attorney's skills and abilities; attorney met with animal control committee/Councilwoman Finke and Councilman Meredith. Supervisor approached him regarding animal control or code enforcement (Officer Tanner was in court nine times).

**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.

**Councilman Norris moved and was seconded by Councilwoman Benway.** Several Board members have spoken to this attorney. 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution to Approve Contribution to Greene County Council on the Arts SPROUTS

**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 \$200 to be paid from the budgetary appropriation for Cultural Programs to the Greene County Council on the Arts Sprouts Program.

**Supervisor moved and was seconded by Councilman Benway.** Supervisor stated New Baltimore children have participated. Ellie Alfeld asked whether this could be taken from the funding for the Summer Recreation, rather than from Cultural Programs; Councilwoman Benway recommended Cultural Programs in hopes that the donations will cover the Summer Rec program, after the Board had pared down the Summer Rec budget. 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution to Approve Contribution to New Baltimore Farmers' Market

**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  
REGULAR TOWN BOARD MEETING  
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**DRAFT**

Councilman Norris moved and was seconded by Supervisor. Supervisor reminded this has been done in the past, Councilman Norris added that the authorized dollars have been stepping down year by year as was the intention of the Agriculture Committee when the Farmers' Market was first established. 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Councilman Norris asked Councilwoman Finke to put in story in newsletter and she answered that it is technically not part of the Town. Councilman Norris is confused as this has been past practice each year; is that the policy the Board wants to take, to not include in newsletter as it is not a Town function? Supervisor reminded the Board of other stories: CA Albrights celebrating anniversary, Cornell Hook and Ladder ladies auxiliary, the past practice has included other community organizations and she is not aware of a policy for the newsletter based on those past practices. Councilwoman Finke asked if the Farmers' Market was on the website; Councilman Norris said yes, the link has been there since its beginning. Supervisor asked Councilwoman Finke whether there was a written policy before her time for the newsletter, Councilwoman Finke answered no, but she thought there was a policy for the website: with their own board of directors separate from the Town, that they would be separate from the Town. Supervisor reminded of other community articles. Councilman Norris said the discussion last year clarified it receives sponsorship from the Town, not the Town's Farmers' Market, and originally started through the arm of the standing Agriculture Committee. Supervisor suggests a fair compromise to put in article with the Farmers' Market season opening, newsletter committee will draw up a policy for the Board. Kathy Rundberg offered that the Farmers' Market is within AgFest's June 1 agenda.

Resolution to Approve Special Events Policy for 2013 Ag Fest

Supervisor stated the Town's general liability insurance encompasses the AgFest with the exception of the tractor pull and the Bouncey-Bounce. Kathy Rundberg offered that there will be no Bouncey-Bounce this year.

**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 Policy 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.

Councilwoman Benway moved and was seconded by Councilman Norris. No 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-Absent**

**NORRIS-AYE O'RORKE-AYE**

**Adopted**

Resolution Authorizing Supervisor to Sign Memorandum of Understanding with Greene County

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 21

**DRAFT**

**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: \_\_\_\_\_ Date: \_\_\_\_\_  
Greene County

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Town of \_\_\_\_\_

This is needed to complete the paperwork to get the 12 ½% reimbursement to the county from the state.

**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.

Councilman Norris moved and was seconded by Councilwoman Benway. No 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-Absent  
NORRIS-AYE O'RORKE-AYE  
Adopted

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 22

**DRAFT**

Resolution to Change Weekly Payroll to Bi-Weekly Payroll and Authorize Supervisor to Establish Direct Deposit for all employees

Supervisor has discussed with nearly every town hall employee and also with the highway crew; there is a cost savings to the Town and employees understand that, willing to take that on start July 1, to get affairs in order. Several employees are asking for direct deposit, only 2 working on Friday afternoon, requiring others to return; direct deposit would eliminate that.

**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.

**Councilwoman Benway moved and was seconded by Councilman Norris.** Attorney Wukitsch offered that there is an archaic section of labor law that says laborers have to be paid on a weekly basis, speaking to frequency of payments and is broken down by category of workers, also categories of deductions that may be taken, and offered caution to not violate labor law. Supervisor added the Town does not have unions, no arbitration. He will research.

**-TABLED TO JUNE REGULAR MEETING**

CSX Administration Hearing

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DRAFT

STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION

TOWN CLERK  
TOWN OF NEW BALTIMORE

CASE 38831 - Petition of the CSX Transportation, Inc., pursuant to Section 91 of the Railroad Law, for an order of the Commissioner approving the alteration of the public at-grade crossing located on Flats Road along the River Line of CSX Transportation, Inc. at Mile Post QR 117.44, DOT #842632H in the Town of Cocksackie, Greene County.

CASE 38832 - Petition of the CSX Transportation, Inc., pursuant to Section 91 of the Railroad Law, for an order of the Commissioner approving the alteration of the public at-grade crossing located on Flint Mine Road along the River Line of CSX Transportation, Inc. at Mile Post QR 118.82, DOT #842634W in the Town of Cocksackie, Greene County.

CASE 38833 - Petition of the CSX Transportation, Inc., pursuant to Section 91 of the Railroad Law, for an order of the Commissioner approving the alteration of a public at-grade crossing located on New Baltimore Road along the River Line of CSX Transportation, Inc. at Mile Post QR 124.97, DOT #842619U, in the Town of New Baltimore, Greene County.

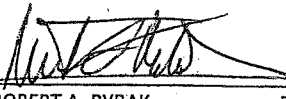
N O T I C E is hereby given that a consolidated public hearing will be held in the above-entitled matters before the Honorable Robert A. Rybak, Chief Administrative Law Judge, New York State Department of Transportation, on Thursday, May 16, 2013 at the New Baltimore Town Hall/Justice Court, 3809 County Route 51, Hannacroix, NY 12087 beginning at 9:00 a.m.

By a letter dated February 5, 2013, CSX Transportation, Inc. advised the Department that it is proposing to add a second track adjacent to an existing track which will require alterations to three existing public at-grade crossings. The second track will provide additional capacity on the Hudson River's west shore to handle more freight trains and support increased rail freight traffic of crude oil, intermodal shipments, automobiles and other products. This hearing will establish a record and enable a determination as to whether such alterations are in the public interest of the People of the State of New York.

Parties are requested to advise the Office of Proceedings (518-457-1182) if a sign language interpreter, an assistive listening system or any other accommodations will be required to facilitate participation in this hearing.

Parties who are planning to attend this hearing should confirm the day before the hearing that the hearing has not been adjourned, especially in case of inclement weather, by calling the Office of Proceedings at 518-457-1182 or going to the Department's website which is located at:  
<https://www.nysdot.gov/divisions/legal-services-division/hearing-notice>.

Parties who wish to receive a copy of the final report or future hearing notices that are issued in this case must send a written request to the Office of Proceedings, NYSDOT, 50 Wolf Road, Albany, New York 12232.

 5/1/11  
ROBERT A. RYBAK Date  
Chief Administrative Law Judge  
Office of Proceedings

Resolution to Rescind Town Board Meeting Rules

Hearing several opinions, Supervisor consulted Association of Towns and Item 7 indicates that Supervisor ..etc.to control the meetings; AOT reports that Town Law provides for the Town Supervisor to be in charge of the meeting and would not be otherwise unless a local law is passed, subject to referendum. Having dealt with the provisions of the Second Amendment of the Bill of Rights, it is appropriate to deal with the First Amendment. Many provisions of the Meeting Rules have not been enforced, even tonight the applause to show appreciation and celebrate a good job done. Supervisor feels strongly at the local level people may speak and be heard, even regarding the three minute rule, and that we are one place always willing and able to listen. Sometimes we don't make everyone happy, but we must listen to those who agree with what we do as well as those who disagree. With that Supervisor offers this resolution.

RESOLUTION  
MAY 13, 2013

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
MAY 13, 2013 – page 24

**DRAFT**

**RESOLUTION RESCINDING MEETING RULES**

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

**Supervisor moved and was seconded by Councilman Norris.** Councilwoman Finke commented that following the New York State SAFE Act discussion she heard several people express how glad they were that they had the ability to speak, in other towns they were not allowed to speak, very happy to have those few minutes to state their opinion; these rules were adopted in other towns. Number 7 is suspect, said Attorney Wukitsch, and questioned enforcing order; does it mean to take law into one's own hands. With 5 ½ years' service, Councilman Norris commented the Board has a good orderly showing of public, Town Board tries to everyone speak their mind on any topic. Attorney Wukitsch recalls no situation where the rules were referred to or enforced. Supervisor has permitted clapping. Councilwoman Benway recalls one night where the Board limited the time, and had 'standing room only' attendance. Supervisor reminded that, by motion of the Board, if the Board felt necessary, the rules could be amended and installed for a specific night, but for keeping a relaxed atmosphere here, she supports rescind. Councilwoman Benway reminds for public hearing time has been limited as a past practice. 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-NAYE MEREDITH-Absent  
NORRIS-AYE O'RORKE-AYE  
Adopted**

**Resolution to Pay Audited Claims**

Supervisor asked if all Board members had had opportunity to review the claims. Hearing no objection, she read.

**RESOLUTION  
MAY 8, 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 05/01-80, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2013 05/01-80, and

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

**Supervisor moved and was seconded by Councilwoman Benway.** No 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-Absent  
NORRIS-AYE O'RORKE-AYE  
Adopted**

**EXECUTIVE SESSION**

With no more from the Town Board or the public, **Supervisor moved to adjourn to executive session for the purpose of personnel matter and was seconded by Councilwoman Benway.**

**Motion Carried Ayes- 4**

**Nays-0**

**Absent-1**

The Town Board adjourned to executive session at 8:58 pm; executive session began at 8:58 p.m.

**Motion to close executive session was made by Supervisor and was seconded by Councilman Norris.**

**Motion Carried Ayes-4**

**Nays-0**

**Absent-1**

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

**Motion to re-open the Town Board meeting was made by Supervisor and seconded by Councilman Norris.**



COUNTY OF GREENE  
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**DRAFT**

Motion Carried Ayes-4  
Nays-0  
Absent-1

The meeting was re-opened at 9:08 p.m.

MAY 13, 2013

**RESOLUTION TO PAY FOR PREPAYMENT**

RESOLVED, that authorization be given to pay Brigar Xpress, 5 Sand Creek Road, Albany, NY for the prepayment of mailing of the Town newsletter and not to exceed \$350.

Supervisor moved, seconded by Councilman Norris. 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-Absent  
NORRIS-AYE      O'RORKE-AYE  
Motion Carried

Previously salary, now contractual- Resolution to Approve Attached Agreement for Town Hall Cleaning

Mid-term last year changed to contractual, she is paid by voucher.

**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 April 5, 2013.

Supervisor moved and was seconded by Councilman Norris. Councilman Norris related that Jen is unable to get to everything each week; she'll try to do downstairs every week. What is the additional, Supervisor believed if a special request, like windows, was made, it would be beyond her normal two hours that she is here. 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-Absent  
NORRIS-AYE      O'RORKE-AYE  
Adopted

**ADJOURNMENT**

Hearing no other business to come before the Board, Supervisor moved for adjournment, seconded by Councilwoman Benway. 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-Absent  
NORRIS-AYE      O'RORKE-AYE  
Motion Carried

The meeting was adjourned at 9:15 pm.

Respectfully,  
Janet A. Brooks  
Town Clerk