

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**PLEDGE OF ALLEGIANCE**

**SWEARING-IN CEREMONY FOR  
TOWN SUPERVISOR JEFFRY RUso  
DEPUTY TOWN SUPERVISOR NICHOLAS DELLISANTI  
TOWN COUNCILMEMBER JANET KASH  
TOWN COUNCILMEMBER DEBRA SOTTOLANO  
SUPERINTENDENT OF HIGHWAYS ALAN VANWORMER**

**BY J. THEODORE HILSCHER,  
NOTARY PUBLIC OF THE STATE OF NEW YORK**

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**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 1-2024  
APPOINTMENT OF DEPUTY TOWN SUPERVISOR**

***RESOLVED***, that Nicholas Dellisanti is hereby appointed Deputy Town Supervisor of the Town of New Baltimore and shall act in place of the Supervisor and have full duties and powers in the event that the Town Supervisor becomes incapacitated or is otherwise unavailable.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 2-2024  
SCHEDULE OF MEETINGS**

***RESOLVED***, that the regular monthly meetings of the Town Board of the Town of New Baltimore shall be scheduled to begin at 7:00 PM in the Town Hall Meeting Room on the following dates:

|                   |                 |                   |
|-------------------|-----------------|-------------------|
| January 8, 2024   | May 13, 2024    | September 9, 2024 |
| February 12, 2024 | June 10, 2024   | October 16, 2024  |
| March 11, 2024    | July 8, 2024    | November 13, 2024 |
| April 8, 2024     | August 12, 2024 | December 9, 2024  |

***AND BE IT FURTHER RESOLVED***, that the monthly Town Board work meeting shall be scheduled to begin at 7:00 PM in the Town Hall Meeting Room on the following dates:

|                   |                 |                    |
|-------------------|-----------------|--------------------|
| January 22, 2024  | May 29, 2024    | September 23, 2024 |
| February 26, 2024 | June 24, 2024   | October 28, 2024   |
| March 25, 2024    | July 22, 2024   | November 25, 2024  |
| April 22, 2024    | August 26, 2024 | December 23, 2024  |

***AND BE IT FURTHER RESOLVED***, that pursuant to Section 103 of the Public Officers Law, these Town Board meetings shall be open to the general public. Nothing herein shall preclude the Town Board from conducting official business at its monthly work meeting where it is deemed to be necessary to do in the interest of expediency and where the public interest will be served,

***AND BE IT FURTHER RESOLVED***, that the regular monthly meeting of the Planning Board of the Town of New Baltimore shall be scheduled to begin at 7:00 PM in the Town Hall Meeting Room on the following dates:

|                  |                |                    |
|------------------|----------------|--------------------|
| January 11, 2024 | May 9, 2024    | September 12, 2024 |
| February 8, 2024 | June 13, 2024  | October 10, 2024   |
| March 14, 2024   | July 11, 2024  | November 14, 2024  |
| April 11, 2024   | August 8, 2024 | December 12, 2024  |

***AND BE IT FURTHER RESOLVED***, that the Planning Board work meeting, if held, shall be scheduled to begin at 7:00 PM in the Town Hall Meeting Room on the fourth Thursday of each month,

***AND BE IT FURTHER RESOLVED***, that pursuant to Section 103 of the Public Officers Law, these Planning Board meetings shall be open to the general public,

***AND BE IT FURTHER RESOLVED***, that the regular monthly meeting of the Zoning Board of Appeals of the Town of New Baltimore shall be scheduled to begin at 7:30 PM in the Town Hall Meeting Room on the following dates:

|                  |                |                   |
|------------------|----------------|-------------------|
| January 3, 2024  | May 1, 2024    | September 4, 2024 |
| February 7, 2024 | June 5, 2024   | October 2, 2024   |
| March 6, 2024    | July 3, 2024   | November 6, 2024  |
| April 3, 2024    | August 7, 2024 | December 4, 2024  |

***AND BE IT FURTHER RESOLVED***, that pursuant to Section 103 of the Public Officers Law, these Zoning Board of Appeals meetings shall be open to the general public,

***AND BE IT FURTHER RESOLVED***, that the Justice Court of the Town of New Baltimore shall be held weekly on Tuesdays. Court sessions will start at 2:00 PM and be held in the Town Hall Meeting Room.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
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JANUARY 1, 2024**

**RESOLUTION 3-2024  
AUTHORIZATION FOR ADVANCE PAYMENTS**

***RESOLVED***, that in accordance with the provisions of Section 118 of the Town Law, the Supervisor is hereby authorized to make payments in advance of the monthly audit of claims by the Town Board for recurring charges such as utility bills, postage, health and dental insurance, insurance policies, telephone and fuel charges, payments to the Office of Court Administration, Village of Coxsackie water billing, bond payments, and New York State Retirement System payments recurring on an annual basis or similar payments necessary to avoid late charges.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 4-2024  
AUDIT OF CLAIMS**

***WHEREAS***, the Town Clerk in a Town without a Comptroller is required to assign numbers to all audited claims and place on abstract for Town Board Members; and

***WHEREAS***, Town Board Members are required to audit all submitted claims prior to or at the Regular Monthly Town Board Meeting and Town Board Work Meeting; and

***WHEREAS***, the Town Board adopts a resolution at the Regular Monthly Town Board Meeting and Town Board Work Meeting authorizing Supervisor to pay the audited claims for said month;

***NOW, THEREFORE, BE IT RESOLVED***, that all claims to be audited at said Regular Monthly Meeting and Town Board Work Meeting must be submitted to the Town Clerk by 4 PM on Friday prior to each regular monthly Town Board Meeting and Town Board Work Meeting to be included on the Audit of Claims.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 5-2024  
2024 ANNUAL SALARIES FOR ELECTED OFFICIALS AND APPOINTEES**

***RESOLVED***, that the following salaries and contractual services payments be fixed up to the following levels for the year 2024:

|                                  |  |
|----------------------------------|--|
| Supervisor                       | \$12,608, payable quarterly              |
| Deputy Town Supervisor           | \$2,942, payable quarterly               |
| Councilpersons (4)               | \$ 5,253.25, payable quarterly           |
| Justices (2)                     | \$12,608, payable quarterly              |
| Town Clerk                       | \$42,025, payable biweekly               |
| Superintendent of Highways       | \$59,886 payable biweekly                |
| Sole Assessor                    | \$18,912, payable biweekly               |
| Planning Board Members (5)       | \$809, payable quarterly                 |
| Planning Board Chair             | \$2,437, payable quarterly               |
| Planning Board Vice Chair        | \$914, payable quarterly                 |
| Zoning Board of Appeals (4)      | \$336, payable quarterly                 |
| Zoning Board of Appeals Chair    | \$757, payable quarterly                 |
| Board of Assessment Review (4)   | \$210 + \$50 per meeting over 2 meetings |
| Board of Assessment Review Chair | \$263 + \$50 per meeting over 2 meetings |



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**  
**2024 ORGANIZATIONAL MEETING**  
**JANUARY 1, 2024**

**RESOLUTION 6-2024**  
**COMMITTEE APPOINTMENTS**

***RESOLVED***, that the Town Board does hereby establish the following Town Committees and appointments to said committees for the year 2024:

|  |  |
|--|--|
| Agriculture Committee/AgFest Liaison   | Member: Shelly VanEtten                        |
| Animal Control                         | Chair: Janet Kash<br>Member: Debra Sottolano   |
| Assessment                             | Chair: Debra Sottolano<br>Member: Janet Kash   |
| Audit and Budget                       | Chair: Jeff Ruso<br>Member: Kelly Downes       |
| Buildings & Grounds/Recycling          | Chair: Kelly Downes<br>Member: Shelly VanEtten |
| Code Enforcement Officer               | Chair: Kelly Downes<br>Member: Jeff Ruso       |
| Fire, EMS and Law Enforcement          | Member: Nick Dellisanti                        |
| Grants/Promotions/Economic Development | Chair: Shelly VanEtten<br>Member: Jeff Ruso    |
| Greene County Planning Board           | Member: Debra Sottolano                        |
| Highway                                | Chair: Jeff Ruso<br>Member: Kelly Downes       |
| Insurance:                             | Chair: Jeff Ruso<br>Member: Kelly Downes       |
| Personnel:                             | Chair: Jeff Ruso<br>Member: Shelly VanEtten    |
| Planning Board                         | Chair: Kelly Downes<br>Member: Janet Kash      |
| Seniors                                | Chair: Shelly VanEtten<br>Member: Jeff Ruso    |
| Technology/Website                     | Chair: Kelly Downes<br>Member: Shelly VanEtten |

Town Courts Liaison

Chair: Janet Kash  
Member: Debra Sottolano

Veterans and Memorials

Chair: Shelly VanEtten  
Member: Kelly Downes

Wastewater Treatment Plant

Chair: Debra Sottolano  
Member: Janet Kash

Water Districts

Chair: Janet Kash  
Member: Debra Sottolano

Youth, Parks and Recreation

Chair: Shelly VanEtten  
Member: Jeff Ruso

Zoning Board of Appeals

Chair: Debra Sottolano  
Member: Janet Kash

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
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JANUARY 1, 2024**

**RESOLUTION 7-2024  
ADOPTION OF EMPLOYEE HANDBOOK**

***RESOLVED*** the Employee Handbook originally adopted by the New Baltimore Town Board by Resolution on November 24, 2014 and updated as needed is in full force and effect for 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 8-2024  
APPOINTMENT OF ATTORNEY FOR THE TOWN**

***RESOLVED***, that the position of Town Attorney is hereby abolished until midnight, December 31, 2023, and

***BE IT FURTHER RESOLVED***, that Michelle Storm, Esq. is hereby retrained as Attorney for the Town of New Baltimore for the year 2024 at the annual rate of \$16,000, payable monthly, to provide such legal services as the Town Board deems necessary pursuant to her proposal which is annexed hereto and is fully incorporated herein. Additional legal services outside the scope of the Retainer Fees shall be billed at the hourly rate of \$300 per hour for Partners, \$250 for Senior Associates, \$175 for Associates, \$110 for Law Clerks, and \$90 for Paralegals. The Supervisor is hereby empowered to sign and accept said proposal.



Michelle A. Storm  
Email: [mstorm@mclclaw.com](mailto:mstorm@mclclaw.com)  
Direct Phone: (518) 675-7743

December 27, 2023

VIA E-MAIL – [jruso@townofnewbaltimore.org](mailto:jruso@townofnewbaltimore.org)

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

**RE: Town Attorney – Retainer Agreement**

Dear Mr. Ruso and Counsel People:

I am pleased to assist the Town of New Baltimore, and our engagement will involve representing the Town in connection with general Town matters, as well as any other matters for which legal assistance is needed from time to time. This letter describes the basis on which our firm will provide professional legal services to you and how we will be compensated for our services.

Pursuant to rules governing the practice of attorneys, I am obligated to provide the Town with this engagement letter outlining the nature and scope of the relationship between the Town of New Baltimore and this firm with respect to legal representation outlined herein as Attorney to the Town of New Baltimore. The words "you" and "your" refer to the client listed above and should not be construed to extend representation beyond that for the specific client.

#### **SCOPE OF REPRESENTATION**

As we discussed, by retaining me it will be my obligation to represent the interests of the Town as Attorney to the Town of New Baltimore on a contract basis. I will not be considered employees of the Town of New Baltimore, with understanding that I, Michelle Storm, Esq., will act as lead counsel for the Town. If, at any time, you have questions or concerns, please contact me.

The scope of the legal services to be provided includes:

- Legal advice and legal services as requested by the Town of New Baltimore defined here as the Town Board and/or Town Supervisor;

*1881 Western Avenue, Suite 200, Albany, NY 12203 ♦ (518) 855-3535*

- Attendance at up to twelve (12) meetings/public hearings (as needed and requested);
- Review of Town contracts and service agreements;
- Assist, develop and review of Local Laws/Amendments/Resolutions;
- Approval of all official bonds;
- Assistance with development and review of deeds, contracts, offers and any other instruments relating to the business of the Town as requested;
- Advise the Town Supervisor and Board as to the legality and legal consequences of proposed courses of action; and
- Such other and further representation needed by the Town where the parties agree to such representation.

Be assured that I will do our utmost to serve you effectively and efficiently. Some aspects of this matter may require higher expertise than other aspects. It is our policy to assign and delegate responsibilities based upon the degree of experience and expertise required. I will have primary responsibility for your representation, and will utilize other attorneys and legal assistants in the office in the best exercise of my professional judgment.

#### **FEES, EXPENSES AND BILLING PRACTICES**

##### **A. Fees:**

The Town will pay a fixed fee of \$16,000.00 for the calendar year, for those legal services set forth under the Scope of Representation which are rendered under this retainer agreement. This guaranteed fixed fee may be paid by the Town over the course of the same calendar year in monthly installments.

Legal services rendered outside or beyond those set forth in the Scope of Representation include Article 78 proceedings and litigation matters, whether the Town is the prosecuting party or the defending party. For these additional services the Town is hereby noticed that the Firm's regular hourly billing rates are as follows:

|                   |        |
|-------------------|--------|
| Partners          | 300.00 |
| Senior Associates | 250.00 |
| Associates        | 175.00 |
| Law Clerks        | 110.00 |
| Paralegals        | 90.00  |

We charge incrementally for every tenth of an hour (6 minutes) and the bills will reflect the incremental time charges as well as the monetary fee applicable to the charge. Our billing

rates are broken down according to the experience level of the individual working on the file. Of course, any legal representation outside the flat rate Scope of Representation will be discussed with the Town prior to commencement thereof.

**B. Disbursements & Expenses:**

In addition to fees, the Town will be responsible to make reimbursement of disbursements and expenses incurred on behalf of the Town. Disbursements and expenses are incurred through the filing fees, recording fees, fees for searches, investigative expenses, fees for stenographic transcripts of testimony, and expert witness fees. Disbursements will be billed at the rate we incur them and there is no markup or administrative overhead charge added. If requested, you agree to make payment directly to the provider of any such services.

**C. Billing Practices**

The Firm intends to submit a bill to the Town no less frequently than every month. The bill will represent one-twelfth (1/12) of the fixed fee as well as any disbursements incurred during that period. Any fees incurred outside of terms of the Scope of Representation, should any exist, will also be separately stated on the bill.

One of the reasons for billing the Town every month is so that you may keep abreast of the amount of time and expenses which have been incurred in representing the Town to that point. We will rely upon the understanding that you will review the bills when you receive them and monthly payments will be made. If there are any issues concerning payment or the continued progress of the matter, we ask that you promptly bring those matters to our attention.

Because we cannot fully protect and further your interests without your assistance, you agree to cooperate fully with us and to provide promptly all information we believe to be relevant to our representation. You also agree to pay our statements for services and expenses as provided above.

If you disagree with our fees, disbursements, and other charges as shown on any billing statement, please call us. In the unlikely event that we are not able to resolve a fee question, you may have the right to resolve the disagreement under the New York State Fee Dispute Resolution Program.

Our engagement will continue in effect according to the terms set forth in this letter, unless modified or terminated by us or by you in writing. You shall at all times have the right to terminate our services. Likewise, we reserve the right to terminate our services in the event that ethical considerations require us to do so, or in the event that you fail to meet any of your obligations to us. If either party terminates this agreement, we will stop all work for

you, consistent with our ethical requirements. Following termination, we will promptly bill you for all outstanding services and costs incurred through the termination date.

We will extend our best efforts on your behalf, but we do not guarantee a favorable determination of litigation or other proceedings by any court, tribunal or government authority. Payment of legal fees in this matter is not contingent upon the results obtained.

**D. Malpractice Insurance**

The Firm maintains malpractice insurance for all of the employed attorneys. Such policy would provide coverage for any legal work done for the Town of New Baltimore by any and all attorneys at the firm, as the Town of New Baltimore is considered a client.

This agreement shall be governed and interpreted in accordance with laws of the State of New York and the exclusive venue for any action relating to this agreement or this engagement shall be in the State of New York.

This agreement sets forth all of the terms of our engagement. There are no other understandings or agreements between us.

If the arrangement described in this letter is acceptable to you, please confirm your acceptance of these terms by signing a copy of this letter and returning it to me as soon as possible.

Please do not hesitate to contact me if you have any questions about the terms and conditions of our engagement. I look forward to working with you on this matter.

Very Truly Yours,

MONACCO COOPER LAMME & CARR, PLLC

Michelle A. Storm

AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Ruso, Town Supervisor



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 9-2024**

**RESOLUTION TO AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH  
EVENING STAR BOOKKEEPING SERVICE FOR BOOKKEEPING SERVICES**

***WHEREAS*** Evening Star Bookkeeping Service has been providing bookkeeping services to the Town of New Baltimore since 2013.

***WHEREAS*** according to the Procurement Policy of the Town of New Baltimore (6)(a) Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgement integrity and moral worth.

***WHEREAS*** the Attorney for the Town has determined that this Agreement is considered professional services.

***RESOLVED*** that the Supervisor is authorized to sign an Agreement with Evening Star Bookkeeping Services for 2024.

# *Evening Star Bookkeeping Service*

*Mileen H. Lawton*

PO Box 512  
109 Terrace Mountain Road, Suite 2  
Schoharie, NY 12157  
(518) 295-8066  
(518) 295-8067 Fax

December 8, 2023

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

Jeff Ruso, Supervisor and Board Members:

I will be happy to serve your accounting, tax, and management advisory service needs.

In accordance with standards established by the National Society of Public Accountants, an engagement letter is necessary to set forth the terms and objectives of our relationship, and the nature and limitation of the services to be provided.

I will provide the following services from my office:

1. Beginning with January 2024, I will prepare, from the information you provide, a monthly balance sheet and statement of income on the accrual basis of accounting. It is your responsibility to provide me with the following documents: Bank statements, canceled checks, check stubs or register, all accounts payable (incoming bills), all accounts receivable (outgoing billing) and completed vouchers, all payroll information, documents concerning asset acquisitions and dispositions, liabilities and notes payable, and all other relevant documents.
2. I will record all income and expenses, monthly, from the above documents you provide, in a computerized general ledger system. Each month I will provide you with a copy of the general ledger accounting list, which shows each check, deposit and adjustment affecting each account during the month. It is your responsibility to review this general ledger report each month and notify me of any changes necessary in the classification or distribution of expense. Unless you notify me of a change, I will assume that all transactions have been properly coded and have been posted to the correct accounts. These ledgers will record, monthly; all cash receipts (identified by you as to source) and all cash disbursements (identified by you as to expense category). The ledgers will also include adjusting journal entries made by me according to generally accepted accounting principles. These ledgers will be used in the preparation of the annual financial statements and income tax returns.
3. Each month I will reconcile your checking accounts with your bank statement and identify errors in the checkbook. I will make correcting entries directly in the checkbook and identify the specific source of each adjustment. I will inform you of these adjustments and request that you correct your checkbook balance at your earliest convenience.
4. I will process all payroll transactions and record the appropriate amounts in the general ledger on a basis discussed at a later date (weekly, biweekly, etc.).
5. On a quarterly basis, I will prepare all federal and state payroll tax returns.
6. On an annual basis, I will reconcile all payroll tax returns with the payroll withholding records and prepare the year end payroll tax returns, including federal and state unemployment tax returns, Forms W-2, W-3, 1099, and 1096, as required.

7. On a periodic basis, as needed, I will meet with you to discuss your accounting records and the management implication of your financial statements. These meetings are important to your financial well being and should be held as often as considered necessary.

I cannot undertake as a part of this engagement to guarantee discovery of errors, irregularities or illegal acts, including fraud or defalcations. I will utilize my best efforts in that regard, and advise you of any such matters that come to my attention. You should not rely upon this engagement as protection against those occurrences.

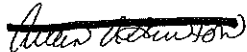
Fees for the above services for the 2024 fiscal year will be \$70.00 per hour excluding payroll services plus actual expenses (postage and copies), billed monthly. The fee will remain at this level for a period of six months at which time it will be reviewed and may be adjusted accordingly. The fee does not include the preparation of any income tax returns, information reports required by any organization or other services of a similar nature. No services outside the scope of the accounting services identified above are included in this fee.

If you would like me to perform additional services, tax consulting, management advisory services, and the like, I would be pleased to do so. This type of work will be billed separately at my standard billing rates. I will always be willing to estimate the fee for any special service in advance of the service and will give you a fixed-fee quotation if at all possible.

I look forward to working with you and will be happy to discuss this letter and our arrangements with you any time.

If the foregoing is agreeable to you, please sign this letter in the space provided and return it to me. The second copy is for your files.

Sincerely,



Aileen A. Lawton  
Accountant

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Town of New Baltimore

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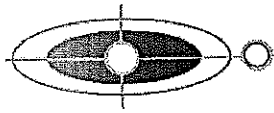
**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 10-2024  
RESOLUTION AUTHORIZING SUPERVISOR TO SIGN  
AN AGREEMENT FOR IT SERVICES**

***WHEREAS*** the Town of New Baltimore will be utilizing professional IT services for 2024.

***WHEREAS*** the Attorney for the Town has determined that said services are considered professional services or services requiring special or technical skill, training or expertise according to the Town of New Baltimore Procurement Policy adopted January 1, 2024.

***RESOLVED*** that the Town Supervisor is authorized to sign an agreement with Intelligent Technology Solutions, Inc. for IT Services until December 31, 2024.



11786 State Route 9W  
West Coxsack, NY 12192

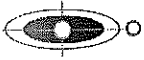
**We have prepared a quote for you**

**2024 Service Contract**

Quote # MIM005636 v1

Prepared for  
**Town of New Baltimore**

Prepared by  
**Matthew Mangroo**



Wednesday, December 13, 2023

Town of New Baltimore  
Jeff Ruso  
3809 County Route 51  
Hannacroix, NY 12087  
jruso@townofnewbaltimore.org

Dear Jeff,

This is a reminder that your 2023 Service Contract with us expires December 31, 2023.

Attached is a copy of your 2024 Service Contract. As you may already know this version allows you to review, approve and sign your contract electronically. Should you have any questions regarding your contract, or need assistance accessing your electronic contract for signature, please feel free to contact me directly. We would appreciate your response no later than 01/09/2024.

We look forward to hearing from you.

Thank you for your continued support!

Matthew Mangroo  
Assistant Director of Tech Services  
Intelligent Technology Solutions, Inc.



## About Us

### About i.t.s

i.t.s. is about providing value and options for you. It is our job to make sure that you have the right solution to achieve your goals. It is too common for some to throw technology at a problem and achieve less than anticipated results. At i.t.s. we have found that solving a problem means you have to apply a comprehensive approach to the situation in order to achieve the best results.

In our experience we have found that while other IT companies can deploy new computers or even upgrade old ones, very few are doing so with your best interests at heart. Every recommendation made by our staff is based on the needs of our clients, their budget, and most importantly with their expected result in mind.

Every client has specific needs and concerns they want to be addressed. While there is no cookie cutter approach there is usually a common theme:

#### I HAVE A PROBLEM AND I NEED HELP!

At i.t.s. our team will work with you to provide a solution to your problem. Our technicians provide a wide variety of services for both home and business.

- Discuss network and Remote Support plans for your systems
- Receive support for your Servers, Workstations, Laptops or Smart Phones
- Purchase New Systems

#### Design and Development Services:

- Web Design & Development
- Graphic Design, Logos & Identity Development
- Business Systems
- Direct Mail & Brochures
- Product Packaging / Labels
- Shirts / Apparel

## History

Intelligent technology solutions, inc. or i.t.s. as it is commonly referred to, began in early 2002. It's auspicious beginnings were in Joe Wolodkevich's garage on a shoe string budget and the idea that people needed help with their technology. Giga What? Mega Who? What does all this mean to me?

With the assistance of Greene County Economic Development Director, Warren Hart, i.t.s. completed the Micro-Enterprise Training Course and began it's expansion and growth. Greene County I.D.A. Director Sandy Mathes sponsored i.t.s.'s application for Economic Development Loans via the Greene County Legislature and the journey began.

In a few months it was apparent that the region was ready for a Technology Startup and i.t.s. soon began to outgrow the confines of the GarageMahal as it became known. Joe had a discussion with his client, then Century 21 - Heartland Realty and it's owner Peggy Quigley about a certain Firehouse in downtown Cossackie. After a series of discussions a plan was launched and an era began. i.t.s. was poised to occupy the former DM Hamilton #2 Firehouse after an extensive renovation by i.t.s. and Kuxakee Properties, LLC.

Renovations began on April Fools Day 2003, the majority of work was completed as i.t.s. opened it's doors on December 21st, 2003 to a Sneak Peek Grand Opening to over 150 well wishers, customers, and community representatives.





## Management

### President - Joseph Wolodkevich

As President/Founder of intelligent technology solutions, inc. (i.t.s., inc.) Joe has embraced technology to improve his life and the businesses of others. As a technology professional with experience in both Fortune 500 as well as Local enterprise he draws upon this knowledge to provide clients with advice beyond just technology. In the years prior to starting i.t.s., inc. Joe worked as the CIO/Executive Director for Collegis Inc. at SUNY -Ulster County Community College in Stoneridge, NY. There, he developed partnerships with major technology vendors including Cisco, Microsoft, and Dell.

Prior to SUNY Ulster Joe served as the Executive Information Systems Manager & 3rd Party Manager for Ross Systems in Atlanta, GA and as Senior Analyst and Security Administrator for the Financial Systems division of Albany Medical College. He received his A.S. from Columbia Greene Community College and his B.S. from SUNY Empire State College in Albany, N.Y.

Joe is a member of many organizations which include:

- Alumni Association, Former President, Columbia Greene Community College
- Ark Lodge 48, Free and Accepted Masons of NY
- Coxsackie-Athens Rotary
- Coxsackie-Athens Boys Soccer Assistant Coach, Bethlehem Soccer Academy Coach and Club Goalkeeper Trainer

Outside of working, Joe enjoys spending time with his wife and 2 children, and puttering around the yard and in his now available Garage-Mahal. Soccer being his passion he enjoys both coaching and actively playing throughout the Capital District. Luckily his family has become self-proclaimed soccer junkies...

### Vice President, Director of Technical Services - Christopher Bourguignon

Chris has known that he wanted to work with computers for most of his life which has highly motivated him to better himself as an IT professional. While pursuing his Associates in Computer Information Systems, Chris began repairing computers for friends and family in his free time. Realizing his passion for the field but not sure of what area to specialize in, Chris began working as a technician at i.t.s. in 2005 to explore his options.

After four years at i.t.s., Chris ventured back to school to earn his Bachelor's degree. In May of 2011, Chris graduated with Honors receiving his B.S. in Computer Networks & Systems Administration at Sage College of Albany. In addition to earning his bachelors Chris also was recognized for his academic excellence, earning a 3.9 GPA, and welcomed into the Alpha Sigma Lambda Honor Society. This chapter recognizes high scholastic achievement for adult students that face competing interests of home and work. Though Chris has a strong technological background, he always looks forward to the challenges new clients bring.

While Chris has been busy at i.t.s., he has been even busier outside of work. When not at i.t.s, Chris enjoys working on his house with his wife and spending time with family and friends. He can usually be seen on the weekends with his sons and "two biggest helpers" Christopher Jr. and Cameron playing and working in the yard while his daughter Chloe looks to "help".

### Assistant Director of Technical Services, Project Manager - Matthew Mangroo

Matt has always had an interest in learning and experimenting with computers, which led him to attend Hudson Valley Community College. There he pursued a degree in Computer Information Technology and obtained his associates in May of 2009. The next step for Matt was to obtain his B.S. in Computer Information Systems at Sage College of Albany. During his course of study, Matt completed an internship at i.t.s. and shortly after was hired as a technician.

In his free time Matt enjoys playing his guitar and drums. He also enjoys volunteering his time working with children and teens teaching music along with volunteering at his church. He also enjoys watching sports and spending time with his family and friends.





## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made effective as of 01/01/2024 by and between Town of New Baltimore and i.t.s., inc., of 11786 State Route 9W, West Cossackie, N.Y. 12192.

In this Agreement, the party who is contracting to receive services shall be referred to as and the party who will be providing the services shall be referred to as "i.t.s.".

i.t.s. has a background in providing Information Technology services and is willing to provide services to Town of New Baltimore based on this background. Town of New Baltimore desires to have services provided by i.t.s.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Beginning on 01/01/2024, i.t.s. will provide the following services (collectively, the "Services"):

| 2023 Basic Annual Contract   | Recurring  | Qty | Ext. Recurring |
|--|------------|-----|----------------|
| <b>Basic Service Contract (BSC)</b> <ul style="list-style-type: none"><li>• 7% discount on all services</li><li>• 5 x 10 Support</li><li>• Mission Critical System Monitoring (1)</li><li>• Unlimited Phone &amp; Remote Support</li><li>• Online Help Desk and Knowledgebase</li><li>• Inventory Management and Reporting</li><li>• Quarterly Maintenance of Workstations &amp; Systems</li><li>• SLA</li><li>• 24 Hour Response Time for non-critical systems/issues</li><li>• 12 Hour Response Time for critical systems/issues</li></ul> <b>RATES:</b><br>Standard Non-Emergency: \$102.30<br>Standard Emergency – Normal Business Hours \$102.30<br>Block Time: 5- Hour Increments \$99.00<br>After Hours Emergency & Holiday Remote: 1½ x Standard Billable Rate –<br>1/hr minimum<br>After Hours Emergency & Holiday Onsite: 2 x Standard Billable Rate–<br>2/hr minimum<br>Travel on all service visits: 50% of Standard Billable Rate | \$3,500.00 | 1   | \$3,500.00     |
| Annual Subtotal:   |            |     | \$3,500.00     |



| 2023 Add-On Services   | Recurring | Qty | Ext. Recurring    |
|--|-----------|-----|-------------------|
| <b>EDR w/SOC - Annual</b><br>Endpoint Detection and Response (Server and Workstation)<br>- Integrated endpoint security solution that combines real-time continuous monitoring and collection for endpoint data with rules-based automated response and analysis<br>- 24/7 monitoring via SOC  | \$108.00  | 9   | \$972.00          |
| <b>Dark Web Monitoring</b><br>Dark Web Monitoring - Annual   | \$360.00  | 1   | \$360.00          |
| <b>Windows Build Updates</b><br>Annual per PC  | \$75.00   | 9   | \$675.00          |
| <b>CMS web maintenance plan</b><br>Our Managed Web Maintenance Agreement budgets for one hour each quarter (4 hours a year) to backup your site, and keep the site/CMS up to date for security and performance reasons. Budgeting for the a year allows us to be proactive, applying updates as soon as released, despite the fact we cannot predict the timeline and volume of updates. There may be months without anything, but we will check at minimum each quarter, and take a backup. This would be billed the first quarter annually after the website's completion. | \$400.00  | 1   | \$400.00          |
| Annual Subtotal:   |           |     | <b>\$2,407.00</b> |

| 2023 NCE O365   | Recurring | Qty | Ext. Recurring    |
|---|-----------|-----|-------------------|
| <b>Microsoft 365 Business Basic Annual/Annual Billing</b><br>Microsoft 365 Business Basic<br>Annual Commitment/Annual Billing       | \$72.00   | 7   | \$504.00          |
| <b>Microsoft 365 Business Standard Annual/Annual Billing</b><br>Microsoft 365 Business Standard<br>Annual Commitment/Annual Billing | \$150.00  | 12  | \$1,800.00        |
| Annual Subtotal:  |           |     | <b>\$2,304.00</b> |

| 2023 Remly Communications  | Recurring | Qty | Ext. Recurring |
|--|-----------|-----|----------------|
| <b>Business Web Hosting</b><br>12GB Space   800GB transfer   Dedicated   2 Spamguard Domains   250 email   5 Domains | \$239.88  | 1   | \$239.88       |
| <b>Standard Domain Name Registration</b><br>Registration for 1 Year  | \$19.99   | 2   | \$39.98        |



| 2023 Remly Communications  | Recurring | Qty | Ext. Recurring    |
|--|-----------|-----|-------------------|
| <b>VEEAM Backup Agent</b><br>VEEAM offsite backup in i.t.s. datacenter. This includes 100GB of space.<br>All space is pooled per tenant. | \$300.00  | 3   | \$900.00          |
| Annual Subtotal:   |           |     | <b>\$1,179.86</b> |



## 2023 Service Level Agreements

- **HIGH** - Guaranteed a 2 Hour Response - System Down, i.e. Server, Network, Operations
- **MEDIUM** - Guaranteed a 4 Hour Response if a technician isn't immediately available
- **GENERAL** - Guaranteed a 24 Hour Response Time

Issues are handled via the Help Desk System and are assigned a priority based on the person submitting the call/issue. Customers have access to history of calls, their resolution, and receive updates on our activity automatically.

- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by i.t.s. shall be determined by i.t.s. and Town of New Baltimore. In the event of an emergency where Town of New Baltimore is unavailable for approval, i.t.s. has the authority to respond appropriately and be compensated.
- 3. PAYMENT.** Town of New Baltimore agrees to pay the quoted amount for the services outlined in this contract **\$9390.86**. This contract will be billed Monthly.
- 4. EXPENSE REIMBURSEMENT.** i.t.s. shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from except when directed and agreed to by Town of New Baltimore.
- 5. SUPPORT SERVICES.** Town of New Baltimore will not provide support services, including secretarial services, for the benefit of i.t.s.
- 6. TERM/TERMINATION.** This Agreement shall renew annually and be amended based on current technology and needs on the last day of the year commencing with NEXT YEAR'S CONTRACT DATE unless written notice is received 45 Business days in advance by Town of New Baltimore i.t.s. agrees to give Town of New Baltimore a minimum of 90 Business days written notice if i.t.s has to or chooses to terminate this agreement.
- 7. RELATIONSHIP OF PARTIES.** It is understood by the parties that i.t.s is an independent contractor with respect to Town of New Baltimore and not an employee of Town of New Baltimore. Town of New Baltimore will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of i.t.s.
- 8. EMPLOYEES.** i.t.s., inc.'s employees, if any, who perform services for Town of New Baltimore under this Agreement, shall also be bound by the provisions of this Agreement.
- 9. ASSIGNMENT.** i.t.s.'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Town of New Baltimore.
- 10. CONFIDENTIALITY.** i.t.s. recognizes that Town of New Baltimore as and will have the following information: - Business Affairs and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Town of New Baltimore and need to be protected from improper disclosure. In consideration for the disclosure of the Information, i.t.s. agrees that i.t.s. will not at any time or in any manner, either directly or indirectly, use any Information for i.t.s.'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Town of New Baltimore i.t.s. will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.  
  
*\*\* All matters of confidentiality that are not covered in this agreement shall be kept in full enforcement by the additionally signed non-disclosure/confidentiality agreement.*
- 11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 12. PROPRIETARY RIGHTS.** All right, title, and interest in and to all source code, object code and related documentation, and all rights in copyrights developed by i.t.s., inc. while performing pursuant to the Agreement, shall remain at all times the property of i.t.s.



13. **RETURN OF RECORDS.** Upon termination of this Agreement, i.t.s. shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in i.t.s.'s possession or under i.t.s.'s control and that are Town of New Baltimore property or relate to Town of New Baltimore business.

14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for: Town of New Baltimore

Town of New Baltimore

Attn. Jeff Ruso

3809 County Route 51

Hannacroix, NY 12087

IF for intelligent technology solutions, inc.:

intelligent technology solutions, inc.

Attn. Matthew Mangroo

11786 State Route 9W

West Coxsackie, NY 12192

*\*Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.*

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York.



## 2024 Service Contract



Prepared by:  
**Intelligent Technology  
Solutions, Inc.**  
Matthew Mangroo  
518-731-9766  
Fax 518-731-9767  
mmangroo@itsyourit.com

Prepared for:  
**Town of New Baltimore**  
  
3809 County Route 51  
Hannacroix, NY 12087  
Jeff Ruso  
(518) 337-9238  
jruso@townofnewbaltimore.org

Quote Information:  
**Quote #: MM005636**  
  
Version: 1  
Delivery Date: 12/13/2023  
Expiration Date: 01/09/2024

### Annual Expenses Summary

| Description                | Amount            |
|----------------------------|-------------------|
| 2023 Basic Annual Contract | \$3,500.00        |
| 2023 Add-On Services       | \$2,407.00        |
| 2023 NCE O365              | \$2,304.00        |
| 2023 Remly Communications  | \$1,179.86        |
| Annual Total:              | <b>\$9,390.86</b> |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Intelligent Technology Solutions, Inc.**

**Town of New Baltimore**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Matthew Mangroo

Title: \_\_\_\_\_

Assistant Director of Tech Services

Date: \_\_\_\_\_

12/13/2023

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Jeff Ruso

Date: \_\_\_\_\_



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 11-2024  
2024 SALARIES FOR ELECTED OFFICERS AND APPOINTEES**

**RESOLVED**, that the following salaries and contractual services payments be fixed up to the following levels for the year 2024; all appointments until December 31, 2024:

|   |                     |                                |
|---|---------------------|--------------------------------|
| Assessor Clerk                          | Sandra Trombley     | \$17.87/Hour Payable Biweekly  |
| Building Department Clerk               | Marjorie Loux       | \$17.87/Hour Payable Biweekly  |
| Court Clerk (Part Time)                 | Lynn Layman-Wallace | \$17.87/Hour Payable Biweekly  |
| Court Clerk (Part Time)                 | Asia Irizarry       | \$17.87/Hour, Payable Biweekly |
| Planning Board Clerk                    | Marjorie Loux       | \$17.87/Hour Payable Biweekly  |
| Records Management Clerk                | Amanda Eldred       | \$17.87/Hour Payable Biweekly  |
| Records Management Clerk                | Marjorie Loux       | \$17.87/Hour Payable Biweekly  |
| Records Management Clerk                | Sandra Trombley     | \$17.87/Hour Payable Biweekly  |
| Zoning Board of Appeals Clerk           | Marjorie Loux       | \$17.87/Hour Payable Biweekly  |
| Deputy Registrar of Vital Statistics    | Amanda Eldred       | \$17.87/Hour Payable Biweekly  |
| Deputy Registrar of Vital Statistics    | Marjorie Loux       | \$17.87/Hour Payable Biweekly  |
| Deputy Town Clerk                       | Marjorie Loux       | \$19.97/Hour Payable Biweekly  |
| Deputy Town Clerk                       | Amanda Eldred       | \$19.97/Hour Payable Biweekly  |
| Deputy Town Clerk                       | Sandy Trombley      | \$19.97/Hour Payable Biweekly  |
| Recycling Center Operator/Laborer       | Kirk Trombley       | \$17.87/Hour Payable Biweekly  |
| Town Hall Laborer                       | Colleen Porter      | \$17.43/Hour Payable Bi        |
| Records Management Officer              | Barbara Finke       | No Salary                      |
| Registrar of Vital Statistics           | Barbara Finke       | No Salary                      |
| Emergency Management Officer            | Alan Van Wormer     | \$400/Year Payable Annually    |
| Health Officer                          | Dr. Stephen Hassett | \$500/Year Payable Annually    |
| Town Historian                          | Ted Hilscher        | \$1,639/Year Payable Quarterly |
| Dog Control Officer                     | Sherry Vieta        | \$3,415/Year Payable Biweekly  |
| Code Enforcement Officer/Data Collector | Allan Jourdin       | \$21,370/Year Payable Biweekly |

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 12-2024  
WASTEWATER TREATMENT PLANT OPERATIONS STAFF APPOINTMENTS**

***BE IT RESOLVED***, that Louis Betke is hereby appointed to the position of Chief Wastewater Treatment Plant Operator (Part-Time) for the year 2024, with responsibilities including, but not limited to: overseeing, maintaining and operating the Town of New Baltimore's wastewater treatment plant and associated facilities on a day-to-day basis, to ensure that the condition of the Town's Permits and all other applicable law and regulations are complied with and met. Mr. Betke shall be paid a salary rate of \$22.12 per hour for up to 25 hours per week, payable biweekly. In addition, the Wastewater Treatment Plant Operator shall receive benefit time in accordance with the Town Handbook.

***BE IT FURTHER RESOLVED***, that David Varade is hereby appointed to the position of Part-Time Wastewater Treatment Plant Operator, to work under the supervision of the Chief Wastewater Treatment Plant Operator, at a salary rate of \$17.87 per hour, and

***BE IT FURTHER RESOLVED***, that Steve Grimm is hereby appointed to the position of Part-Time Wastewater Treatment Plant Operator, to work under the supervision of the Chief Wastewater Treatment Plant Operator, at a salary rate of \$17.87 per hour, and

***BE IT FURTHER RESOLVED***, that all employees will notify their supervisor when leave time will be taken and the Chief Wastewater Treatment Plant Operator will provide the Supervisor and Town Clerk with written notice of said time including vacation and personal time.



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 13-2024  
APPOINTMENT OF PART-TIME EMPLOYEES FOR  
TOWN HIGHWAY DEPARTMENT**

***RESOLVED***, that the Town Superintendent of Highways be empowered to employ the following individuals as Part-Time Heavy Equipment Operators to assist the Town Highway Department for snow removal when their assistance is deemed necessary by the Superintendent of Highways:

Hugh Sterritt  
James Meade

***RESOLVED***, that the Town Superintendent of Highways be empowered to employ the following individual as a Temporary Part-Time Laborer to assist the Town Highway Department in all maintenance functions as required by the Superintendent of Highways to include but not limited to mowing, snow shoveling, light truck snow removal, weed-whacking, painting, etc.

George Travis

***THEREFORE, BE IT FURTHER RESOLVED***, that the Temporary Part-Time Laborer shall expire upon the hiring of the sixth full-time Heavy Motor Equipment Officer or Heavy Motor Equipment Operator Trainee.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 14-2024  
FIDELITY BONDS**

***BE IT RESOLVED***, that the Town of New Baltimore approve and file in the Office of the Greene County Clerk and the Town Clerk of the Town of New Baltimore the following official bonds:

|                |           |
|----------------|-----------|
| Town Clerk/Tax | \$700,000 |
|----------------|-----------|

|            |           |
|------------|-----------|
| Supervisor | \$800,000 |
|------------|-----------|

|   |           |
|---|-----------|
| Other Officials,<br>Including Deputy Supervisor,<br>Town Clerk,<br>Deputy Town Clerks,<br>Town Justices, Justice<br>Clerk, Deputy Justice<br>Clerk, Highway<br>Superintendent, Deputy<br>Highway Superintendent | \$ 50,000 |
|---|-----------|

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2023**

**RESOLUTION 15-2024  
2024 PAID HOLIDAYS**

***RESOLVED***, that the following days shall be paid holidays for full-time employees for the year 2024:

|                                  |             |
|----------------------------------|-------------|
| New Year's Day                   | January 1   |
| Martin Luther King, Jr. Birthday | January 15  |
| Presidents' Day                  | February 19 |
| Memorial Day                     | May 27      |
| Independence Day                 | July 4      |
| Labor Day                        | September 2 |
| Columbus Day                     | October 14  |
| Election Day                     | November 5  |
| Veterans' Day                    | November 11 |
| Thanksgiving Day                 | November 28 |
| Christmas Day                    | December 25 |
| Floating Holiday                 |             |

If a holiday falls on Saturday it will be observed on Friday and if it falls on Sunday it will be observed on Monday.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 16-2024  
ESTABLISHMENT OF WORK WEEK FOR FULL-TIME HOURLY EMPLOYEES**

***RESOLVED***, that the work week for the Town Highway Department for the year 2024 shall be 40 hours, and that overtime be paid for hours worked by full-time employees over 40 hours per week; and

***RESOLVED*** that the work week for full-time employees at Town Hall for the year 2024 shall be 32.5 hours per week and that overtime be paid for hours worked in excess of 40 hours per week.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 17-2024  
ESTABLISHMENT OF WAGE SCALE FOR TOWN HIGHWAY DEPARTMENT**

***RESOLVED***, that the wages for the Town Highway Department employees for the year 2024 will be as follows:

|   |                  |
|---|------------------|
| Heavy Motor Equipment Operator            | \$23.83 per hour |
| Foreman                                   | \$27.16 per hour |
| Heavy Motor Equipment Operator Trainees   | \$22.80 per hour |
| Part-Time Heavy/Motor Equipment Operators | \$23.83 per hour |
| Temporary Part-Time Laborer               | \$17.43 per hour |

Overtime shall be paid at 1 ½ times the regular rate of pay at the 41st hour.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 18-2024  
MILEAGE REIMBURSEMENT RATE**

***RESOLVED***, that mileage reimbursement for the use of private vehicles for the year 2024 will be at the Federal Government rate.



# **IRS issues standard mileage rates for 2024; mileage rate increases to 67 cents a mile, up 1.5 cents from 2023**

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

These rates apply to electric and hybrid-electric automobiles as well as gasoline and diesel-powered vehicles.


The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving expenses for members of the armed forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if

the standard mileage rate is chosen.

Notice 2024-08  contains the optional 2024 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2024 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

*Page Last Reviewed or Updated: 14-Dec-2023*



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 19-2024  
DESIGNATION OF OFFICIAL TOWN NEWSPAPER**

***RESOLVED***, that the *Times Union* is hereby designated as the official newspaper of the Town of New Baltimore for the year 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 20-2024  
RENTAL OF POST OFFICE BOX**

***RESOLVED***, that the Town of New Baltimore shall rent a post office box in the New Baltimore Post Office and the Hannacroix Post Office.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 21-2024  
PETTY CASH FUNDS**

***RESOLVED***, that the following petty cash funds be established for the year 2024:

|                                |          |
|--------------------------------|----------|
| Town Clerk                     | \$400.00 |
| Justice Clerk                  | \$500.00 |
| Summer Recreation Director     | \$500.00 |
| Recycling Center Operator      | \$ 50.00 |
| Town Clerk/Tax                 | \$200.00 |
| Assessor's Clerk               | \$ 75.00 |
| Building/Planning/Zoning Clerk | \$100.00 |

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 22-2024  
DESIGNATION OF DEPOSITORIES**

***RESOLVED***, that the following banks be designated as depositories of funds for the following officials:

|                                |   |
|--------------------------------|---|
| Greene County Commercial Bank: | Supervisor<br>Deputy Supervisor<br>Town Clerk<br>Justices |
| National Bank of Coxsackie:    | Supervisor<br>Deputy Supervisor<br>Town Clerk<br>Justices |

In addition to the depositories named above, the Supervisor shall be empowered to invest Town funds in accordance with the Investment Policy for the Town of New Baltimore.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**  
**2024 ORGANIZATIONAL MEETING**  
**JANUARY 1, 2023**

**RESOLUTION 23-2024**  
**REVIEW OF TOWN INVESTMENT POLICY**

**RESOLVED**, that pursuant to the provisions of the General Municipal Law of the State of New York, the Town Board hereby adopts the attached Investment Policy dated January 5, 2009.

INVESTMENT POLICY FOR THE TOWN OF NEW BALTIMORE

- I. This investment policy applies to all moneys and other financial resources available for investment on its own behalf.
- II. The primary objectives of the Town of New Baltimore's investment activities are, in priority order:
  - to conform with all applicable federal, state and other legal requirements;
  - to adequately safeguard principal;
  - to provide sufficient liquidity to meet all operating requirements; and
  - to obtain a reasonable rate of return.
- III. The Supervisor shall be responsible for the administration of the investment program.
- IV. The Supervisor shall act responsibly as custodian of the public trust and shall avoid any transaction that might impair public confidence in the Town of New Baltimore. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.
- V. It is the policy of the Town of New Baltimore to diversify its deposits and investments by financial institution, by investment instrument and by maturity scheduling wherever diversification is practical and practicable.
  - It is the policy of the Town of New Baltimore for all funds coming into the Town to be deposited or invested within 10 days of receipt.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 24-2024  
TOWN PROCUREMENT POLICY**

***RESOLVED***, that pursuant to the provisions of Section 104-b of the General Municipal Law of the State of New York, the Town Board has reviewed the attached Procurement Policy originally adopted in 1992, as amended in 2010, 2013, 2014, and 2015 and finds that the Procurement Policy should remain in force and effect.

## **TOWN OF NEW BALTIMORE PROCUREMENT POLICY**

### **Purpose**

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the Town of New Baltimore, New York is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

### **Purchasing Ethics**

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors.

### **Competitive Bidding**

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonably expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$10,000 and public works contracts under \$35,000.; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole

Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase and presented to the Town Board.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$10,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Town Board, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Method

|                       |   |
|-----------------------|---|
| Under \$1,000         | Left to the discretion of the purchaser                                     |
| \$1,000 to \$2,500    | An oral request for the goods and fax/email quotes from at least 2 vendors. |
| \$2,500 to \$10,000   | A written RFP and written/fax/email quotes from at least 3 vendors          |
| Greater than \$10,000 | A formal bid pursuant to GML 103(1)   |

Estimated Amount of  
Public Works Contract

|                     | Method Required              |
|---------------------|------------------------------|
| \$ 1 - \$ 2,500     | No quotation                 |
| \$2,501 - \$10,000  | 2 written/quotations         |
| \$10,001 - \$25,000 | 3 written/quotations         |
| \$25,001 - \$35,000 | 4 or more written/quotations |
| \$35,001 – over     | sealed bid required          |

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Town Board.

4.) Documentation is required of each action taken in connection with each purchase.

5.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the Town Board.



6.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Town of New Baltimore to solicit quotations or document the basis for not accepting the lowest bid:

a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category the Town shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the Town is precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.

d. Goods and services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be based on favoritism.

7.) Unintentional failure to fully comply with the provisions of Section 104-b or the Town Board's policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

8.) This policy shall go into effect upon approval by the Town Board and will be reviewed annually by the Town Board to determine if updates or changes should be made.

#### Return of Goods

Whenever the Town receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the Town (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the Town with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the follow information: Town Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

### Purchase Requisition

A purchase requisition is a request to the Town Board for the purchase of goods or services. These requests are submitted in written/electronic format. All requisitions shall be authorized by the department head prior to submission to the Town Board in order to maintain internal control. In the absence of the Department head, a listing of authorized persons to approve requisitions on their behalf shall be submitted to the Town Board annually. Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

### The Purchase Order

A purchase order is an official document that binds the Town to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

### Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the Town's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 25-2024  
ATTENDANCE AT MEETINGS, CONFERENCES; TRAVEL ADVANCE**

***RESOLVED***, that upon at least four weeks prior approval of the Town Board of the Town of New Baltimore, officials of the Town be empowered to attend schools, seminars, association meetings, etc., that are deemed necessary to better enable them to perform their official duties. Reasonable lodging expenses shall be paid by the Town should the attendance require an overnight stay. Should the attendance require an overnight stay of more than one night, the official may request a travel advance to defray the cost of meals and incidental expenses. The amount of the travel advance shall not exceed the standard per diem reimbursement rate for federal employees. If the official receives the maximum advance, the Town of New Baltimore shall be reimbursed by said official for the difference between the amount advanced, and the actual expenses incurred for which receipts are to be furnished by said official.

***RESOLVED*** the Town Board reserves the right to reject reimbursement for expenses not in compliance with this resolution.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 26-2024  
AUTHORIZATION OF SERVICE CHARGES FOR RETURNED CHECKS**

***RESOLVED***, that pursuant to the provisions of Section 85 of the General Municipal Law of the State of New York, a service charge of \$20 shall be levied for any checks tendered for the payment of taxes or other charges which are subsequently returned by a bank for insufficient funds or other reason.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 27-2024  
FILING OF SUPERVISOR'S REPORT FOR YEAR ENDING**

***RESOLVED***, that pursuant to subdivision 10-A of Section 29 of the Town Law of the State of New York, the Supervisor shall submit to the Town Clerk within sixty days after the close of the 2023 fiscal year, a copy of the report to the State Comptroller required by Section 30 of the General Municipal Law of the State of New York, providing, however, that if the time for the filing of the annual report has been extended for a period of sixty days by the State Comptroller, then the time for submitting a copy of the report to the Town Clerk shall also be extended. Said report shall be submitted in lieu of the report required by Subdivision 10 of Section 29 of the Town Law of the State of New York.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 28-2024**

**APPOINTMENT OF VOTING REPRESENTATIVE TO BOARD OF DIRECTORS, GREENE  
COUNTY EMERGENCY MEDICAL SYSTEMS INC.**

***RESOLVED***, that Nicholas Dellisanti is hereby designated as the representative of the Town of New Baltimore to the Board of Directors of Greene County Emergency Medical Systems, Inc. for the year ending December 31, 2024.

***AND BE IT FURTHER RESOLVED***, if the representative is unable to attend this meeting, Jeffry Ruso is authorized to attend as the Town's official designee.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 29-2024  
RENEWING DESIGNATION OF ENGINEERS AUTHORIZED TO PERFORM  
ENGINEERING REVIEW SERVICES ON BEHALF OF THE TOWN**

***WHEREAS***, the Town Board hereby finds that there is a continued need for designation of licensed professional engineers to perform such engineering review work that may be required for projects under consideration by the Town in the course of its usual business.

***NOW THEREFORE, BE IT RESOLVED***, that the Town Board of the Town of New Baltimore does hereby renew the designation of C.T. Male Associates, Crawford & Associates Engineering and Land Surveying P.C., Delaware Engineering, Creighton Manning Engineering, and MJ Engineering and Land Surveying, P.C. as engineering firms that are eligible for retention by the Town Board, Planning Board or Zoning Board of Appeals for purposes of providing engineering services in conjunction with the review of projects that are under consideration by the Town Board, Planning Board or Zoning Board of Appeals, and

***BE IT FURTHER RESOLVED***, that such designation shall expire on December 31, 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 30-2024  
APPOINT MEMBERS TO THE PLANNING BOARD**

**RESOLVED** that Robert Court and Robert VanEtten are reappointed to the Planning Board for a three-year term expiring December 31, 2026.

**RESOLVED** that Charles Irving is appointed to the Planning Board for a three-year term expiring December 31, 2026.



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 31-2024  
APPOINT CHAIR OF THE PLANNING BOARD**

***RESOLVED*** that Robert VanEtten is hereby appointed as Chair of the Planning Board until December 31, 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 32-2024  
APPOINT MEMBERS TO THE ZONING BOARD OF APPEALS**

***RESOLVED*** that William Boehlke is appointed to the Zoning Board of Appeals for a five-year term expiring December 31, 2028.

***RESOLVED*** that Jean Horn is appointed to the Zoning Board of Appeals for a two-year term expiring December 31, 2026.

***RESOLVED*** that Samuel Anderson is appointed to the Zoning Board of Appeals for a four-year term expiring December 31, 2027.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 33-2024  
APPOINT CHAIR OF THE ZONING BOARD OF APPEALS**

***RESOLVED*** that William Boehlke is hereby appointed as Chair of the Zoning Board of Appeals until December 31, 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 34-2024  
EXTEND THE INTERMUNICIPAL AGREEMENT WITH THE  
NEW BALTIMORE FIRE DISTRICT UNTIL DECEMBER 31, 2024**

***RESOLVED*** that the Intermunicipal Agreement between the Town of New Baltimore and the New Baltimore Fire District originally adopted on October 13, 2014 is hereby extended for a one year period until December 31, 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 35-2024  
EXTEND THE INTERMUNICIPAL AGREEMENT WITH THE  
MEDWAY GRAPEVILLE FIRE DISTRICT UNTIL DECEMBER 31, 2024**

***RESOLVED*** that the Intermunicipal Agreement between the Town of New Baltimore and the Medway Grapeville Fire District originally adopted on October 12, 2015 is hereby extended for a one year period until December 31, 2024.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
2024 ORGANIZATIONAL MEETING  
JANUARY 1, 2024**

**RESOLUTION 36-2024  
PROVIDE PLOWING SERVICES FOR HUDSON RIVER INTERPRETIVE TRAIL**

***WHEREAS*** the New Baltimore Conservancy has requested that the Town Highway Department continue to plow their parking lot located on the west side of State Route 144 just north of the New Baltimore/Coeymans Town line.

***BE IT RESOLVED*** that the Town of New Baltimore agrees to provide plowing services for the parking lot owned by the New Baltimore Conservancy that serves the Hudson River Interpretive Trail (HRIT) until December 31, 2024.