# AGENDA
# TOWN OF NEW BALTIMORE, COUNTY OF GREENE
# TOWN BOARD WORK MEETING

## APRIL 22, 2024

***Please turn off all cell phones and electronic devices.***

**Reports**

Supervisor

- Resolution to Authorize Town Supervisor to Sign Engineering Consultant Agreement With MJ Engineering

County Legislator

Town Clerk

- Resolution to Authorize the Deputy Town Clerk to Attend the New York State Town Clerks Association Annual Conference in Colonie, New York from April 29-30
- Resolution to Authorize the Town Clerk to Attend the New York State Association of Tax Receivers and Collectors Annual Conference in Lake George, New York from June 9-12, 2024
- April 8, 2024 Town Board Regular Meeting

Historian

Agriculture/Agfest (Member VanEtten)

- Resolution Authorizing Supervisor to Execute Memorandum of Understanding with AgFest Committee
- Resolution Authorizing Supervisor To Execute Lease Agreement with the VanEtten Family for AgFest

Animal Control (Chair Kash, Member Sottolano)

Assessment (Chair Sottolano/Member Kash)

Audit and Budget (Chair Ruso/Member Downes)

Buildings & Grounds/Recycling (Chair Downes/Member VanEtten)

Code Enforcement Officer (Chair Downes/Member Ruso)

Fire, EMS & Law Enforcement (Member Dellisanti)

- Resolution to Purchase Automatic External Defibrillator for Town Hall

Grants/Promotions/Economic Development (Chair VanEtten/Member Ruso)

Greene County Planning Board (Sottolano)

Highway (Chair Ruso/Member Downes)

- Resolution to Authorize the Highway Superintendent and Foreman to Attend the 2024 Highway School in Ithaca, New York from June 3-5, 2024

Insurance (Chair Ruso/Member Downes)

Personnel (Chair Ruso/Member VanEtten)

Planning Board/Zoning Board of Appeals (Chair Downes/Member Kash)

Seniors (Chair VanEtten/Member Ruso)

Technology/Website (Chair Downes/Member VanEtten)

Town Courts (Chair Kash/Member Sottolano)

Veterans and Memorials (Chair VanEtten/Member Downes)

Wastewater Treatment (Chair Sottolano/Member Kash)

Water Districts (Chair Kash/Member Sottolano)

Youth, Parks and Recreation (Chair VanEtten/Member Ruso)

Zoning Board of Appeals (Chair Sottolano/Member Kash)

**Upcoming Meetings**

- May 1, 2024 Zoning Board of Appeals at 7 PM
- May 9, 2024 Planning Board Meeting at 7 PM
- May 13, 2024 Town Board Regular Meeting at 7 PM
- April 11, 2024 Planning Board Meeting at 7 PM
- April 22, 2024 Town Board Work Meeting at 7 PM

**Public Comment Period/Community Events**

**Audit of Claims**

**Adjournment**

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

## GUIDELINES FOR PUBLIC CONDUCT DURING TOWN BOARD MEETINGS

1. The Supervisor shall preside at the meetings of the Town Board. In the absence of the Supervisor, the Deputy Supervisor shall be the acting Supervisor. In the event both the Supervisor and the Deputy Supervisor are absent, the other members shall designate one of their members to act as temporary chairman. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn.

2. Town residents who wish to speak shall fill out a card at the entrances of the meeting room listing their name, contact information, and the subject matter in which they would like to speak. These cards will be collected prior to the beginning of the Town Board meeting and given to the Town Supervisor or Deputy Supervisor in the absence of the Supervisor.

3. Speakers must be recognized by the presiding officer and then proceed to the lectern and state their name and address. They must limit their remarks on official town business to up to three minutes on a given topic and may not yield any remaining time to another speaker. They must address their remarks to the Board as a body and not to any member thereof and not to other members of the audience in the form of a debate.

4. Speakers should present their remarks in a courteous manner and may not make disparaging remarks or personal comments about public officials, town residents, or others. All speakers will observe the commonly accepted rules of courtesy, decorum, dignity, and good taste with no cursing, swearing, clapping, booing, finger pointing, bullying, whispering, or talking that disrupts the proceedings of the business of the Town Board.

5. Any speaker who disregards the directives of the presiding officer in enforcing the rules, disturbs the peace at a meeting, makes impertinent or slanderous remarks, or generally conducts themselves in an inappropriate manner shall be barred from further participation and will forfeit any balance of time remaining for their comments.

6. After a final warning, if a speaker willfully refuses to step down, the Town Supervisor shall contact the appropriate authorities to remove the speaker from the meeting room and to restore order.

7. The Town Supervisor, or in their absence the Deputy Supervisor, shall ensure compliance with these rules.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 72-2024**
**APRIL 22, 2024**

**RESOLUTION TO AUTHORIZE TOWN SUPERVISOR TO SIGN ENGINEERING CONSULTANT AGREEMENT WITH MJ ENGINEERING**

***WHEREAS*** the Town of New Baltimore has previously selected M.J. Engineering and Land Surveying, P.C. of 1533 Cresent Rd., Clifton Park, NY as the consulting engineering firm for the "Complete Streets Study for Route 144", and

***WHEREAS*** MJ Engineering has submitted the required Architectural/ Engineering Consultant Agreement to the Town Board for approval at the price of $95,000, and.

***WHEREAS*** MJ Engineering has submitted the required Architectural/ Engineering Consultant Agreement to the Town Board for approval at the price of $95,000,

***THEREFORE, BE IT RESOLVED*** that the Town Board of the Town of New Baltimore authorizes the supervisor to sign said agreement.

# Architectural/ Engineering Consultant Agreement

Agreement made this _____ day of April 2024 by and between

## Town of New Baltimore

having its principal office at 3809 County Route 51, Hannacroix, NY 12087 (the "**Town**")

and

## M.J. Engineering and Land Surveying, P.C.

with its office at 1533 Crecent Road, Clifton Park, NY 12065 (the "**Consultant**")

## WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

### Complete Streets Study on NY Route 144

(as described in detail in **Attachment A** annexed hereto, the "Project") the **Town** has sought to engage the services of the **Consultant** to perform the scope of services described in **Attachment B** annexed hereto; and

WHEREAS, in accordance with required **Consultant** selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the **Town** has selected the **Consultant** to perform such services in accordance with the requirements of this Agreement; and

WHEREAS Town of New Baltimore Supervisor, Jeffry R. Ruso, is authorized to enter this Agreement on behalf of the **Town**.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This agreement consists of the following:

- **Attachment "A"** — This document titled "Architectural/Engineering **Consultant** Agreement" incorporating the Twenty Three Articles of the draft Master Services Agreement
- **Attachment "B"** — Project Description and Funding / Scope of Work Task List
- **Attachment "C"** — Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

**ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

2.1 The **Consultant** shall render all services and furnish all materials and equipment necessary to provide the **Town** with plans, estimates and services and deliverables specifically described in Attachment "B".

2.2 The **Consultant** shall ascertain the applicable practices of the **Town**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in **Attachment "B"**.

2.3 The **Consultant** will commence work no later than ten (10) days after receiving notice to proceed from the **Town**.

**ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for **Consultant's** work, services and expenses hereunder the **Town** shall pay to the **Consultant**, and the **Consultant** agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in **Article 6**.

(Continued next page)

| 3.1 Cost Plus Fixed Fee Method (Revised March 2021) | | | |
|---|---|---|---|
| **ITEM** | **DESCRIPTION OF ITEMS WITHIN METHOD** | **APPLICABLE RATE/ AMOUNT OR PERCENTAGE** | **INTERIM PAYMENTS** |
| **ITEM I** | Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this Project.<br><br>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.<br><br>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the **Consultant** WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance | Actual cost incurred in the performance of this contract as identified in *Attachment C* or otherwise approved in writing by the Sponsor or its representative.<br><br>Not to exceed the maximum allowable hourly rates of pay described in *Attachment C* of this Contract, all subject to audit.<br><br>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. | The **Consultant** shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in *Attachment C*.<br><br>Bills are subject to approval of the Sponsor and Sponsor's Representative. |
| **ITEM II** | Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement, all subject to audit. | All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. | |
| **ITEM III** | Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of **Town** at the completion of the work or at the option of **Town**, respectively. | Salvage value | |
| **ITEM IV** | Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.<br><br>For the purpose of this Contract, an accounting period shall be the **Consultant**'s fiscal year. An audit of the accounting records of the **Consultant** shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item. | The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established not to exceed 185% (office) , in all events not to exceed 190%, subject to audit. | |
| **ITEM V** | Negotiated Lump Sum Fixed Fee.<br><br>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. | A negotiated Fixed Fee which in this CONTRACT shall equal ***$8,588***. | |
| **ITEM VI** | The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. | Maximum Amount Payable under this Method shall be ***$95,000***. | |

**ARTICLE 4. INSPECTION**

The duly authorized representatives of the **Town**, and on Federally aided projects, representatives of the NYSDOT and FHWA shall have the right at all times to inspect the work of the **Consultant**.

**ARTICLE 5. AUDITS**

5.1 Payment to the **Consultant** is subject to the following audit rights of the **Town**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit.

5.2 In order to enable the **Town** to process the final payment properly and expeditiously, the **Consultant** is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

I. Records of Direct Non-Salary Costs;
II. Copies of any subcontracts relating to said contract;
III. Location where records may be examined; and
IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

**ARTICLE 6. FINAL PAYMENT**

6.1 The **Town** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the **Consultant** of the final payment shall operate as and shall be a release to the **Town** from all claims and liability to the **Consultant**, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the **Consultant** under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

**ARTICLE 7. EXTRA WORK**

7.1 **Consultant**'s performance of this Agreement within the compensation provided shall be continuously reviewed by the **Consultant**. The **Consultant** shall notify the **Town** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **Town** on a monthly basis or such alternative interval as the **Town** directs in writing.

7.2 If the **Consultant** is of the opinion that any work the **Consultant** has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Town**, in writing, of this fact prior to beginning any of the work. The **Town** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **Town** determines that such work does constitute extra work, the **Town** shall provide extra compensation to the **Consultant** in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **Town**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **Town** to the **Consultant** for execution after approvals have been obtained from necessary **Town** officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the **Consultant** agrees to render to the **Town** all assistance required by the **Town**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable

manner. In all cases provided for in this Agreement for the additional services above described, the **Town** directions shall be exercised by the issuance of a separate Agreement, if necessary.

**ARTICLE 8. CONSULTING LIABILITY**

The **Consultant** shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the **Consultant**, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the **Consultant** shall indemnify and save harmless the **Town** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the **Consultant** under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the **Consultant's** failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **Town** beyond such as may legally exist irrespective of this Article or this Agreement.

The **Consultant** shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars **$2,000,000** per project, issued to and covering damage for liability imposed on the **Consultant** by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The **Consultant** shall supply any certificates of insurance required by the **Town** and adhere to any additional requirements concerning insurance.

**ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

The **Consultant** shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and **Town** has approved such insurance. The **Town** requires the following insurance coverage and amounts:

(A) Comprehensive General Liability, including personal injury coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and property damage coverage in the amount of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

(B) Automobile coverage with a combined single limit of $1,000,000.00.

(C) Statutory Worker's Compensation Disability Coverage.

(D) Unemployment Insurance Benefits as required by statute.

The **Consultant** shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the **Town** and its officers, employees, agents, and representatives as additional insured.

Notice of termination of any such policies must be provided to the **Town** at least thirty (30) days in advance. **Consultant** shall, on or before this 30-day period, provide the **Town** with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the **Consultant** under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the **Town** and/or **Consultant** for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary. The **Consultant** shall furnish the above insurance to the **Town** and shall also name the **Town** as an additional insured in said policies.

Any accident shall be reported to the **Town** as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the **Town** as soon thereafter as possible, and

not later than three (3) days after the date of such accident.

**ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the **Town** or existing in the offices of the **Consultant** shall be made available to the other party to this Agreement without expense to such other party.

**ARTICLE 11. RECORDS RETENTION**

The **Consultant** shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **Town**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the **Consultant** within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

**ARTICLE 12. DAMAGES AND DELAYS**

The **Consultant** agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **Town** may decide, it being understood however, that the permitting of the **Consultant** to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **Town** of any of its rights herein. Nothing in this ARTICLE will prevent the **Consultant** from exercising his rights under **ARTICLE 7** of this agreement.

**ARTICLE 13. TERMINATION**

The **Town** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

A. for convenience of the **Town** - if a termination is brought about for the convenience of the **Town** and not as a result of unsatisfactory performance on the part of the **Consultant**, final payment shall be made based on the basis of the **Consultant's** compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the **Town's** determination of unsatisfactory performance or breach of contract on the part of the **Consultant**, the value of the work performed by the **Consultant** prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the **Consultant** to the point of termination and acceptable to the **Town**, of the total amount of work contemplated by the PROJECT Agreement.

**ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as **Consultant**, the rights and duties of the **Consultant** shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **Town** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as **Consultant**, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **Town** or his duly authorized representative. In case of the failure of the **Consultant's** successors or personal representatives to make such delivery on demand, then in that event the representatives of the **Consultant** shall be liable to the **Town** for any damages it may sustain by reason

thereof. Upon the delivery of all such data to the **Town**, the **Town** will pay to the representatives of the **Consultant** all amounts due the **Consultant**, including retained percentages to the date of the death of the last survivor.

**ARTICLE 15. CODE OF ETHICS**

The **Consultant** specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

**ARTICLE 16. INDEPENDENT CONTRACTOR**

The **Consultant**, in accordance with their status as an independent contractor, covenants and agrees to conduct themselves consistent with such status, that they will neither hold himself out as, nor claim to be, an officer or employee of the **Town** by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **Town**, including but not limited to Worker's Compensation, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

**ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The **Consultant** warrants that he has not employed or retained any company or person, other than a bona fide employee working for the **Consultant**, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Town** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 18. TRANSFER OF AGREEMENT**

The **Consultant** specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **Town.**

If this provision is violated, the **Town** may revoke and annul the Agreement and the **Town** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the **Consultant** shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **Town.**

**ARTICLE 19. PROPRIETARY RIGHTS**

The **Consultant** agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the **Consultant**. However, the **Consultant** agrees to and does hereby grant to the United States Government and the State of New York and the **Town** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

**ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS**

All sub-contractors and sub-consultants performing work on this project shall be bound by the same required contract provisions as the **Consultant**. All agreements between the **Consultant** and a sub shall include all standard required contract provisions, and such agreements shall be subject to review by the **Town**.

**ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
C. does not have a proposed debarment pending; and
D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31 US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

A. The **Consultant** shall be responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the **Consultant** under this contract. The **Consultant** shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the **Town** may in certain circumstances provide compensation for such work.

B. Neither the **Town's** review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the **Consultant** shall be and remain liable to the **Town** in accordance with applicable law for all damages to the **Town** caused by the **Consultant's** negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the **Town** provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the **Consultant** is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The **Consultant** agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, **Consultant** agrees that neither it nor its sub-consultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. **Consultant** is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

**ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

A. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the **Consultant** from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

**ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS**

For all contracts other than personal services in excess of $5,000, the **Consultant** shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the **Consultant** shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The **Consultant** shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

**ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither **Consultant's** employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, **Consultant** and its sub-consultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law.

**ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the **Consultant** agrees, as a material condition of the contract, that neither the **Consultant** nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such **Consultant**, or any of the aforesaid affiliates of **Consultant**, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall notify the **Town** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

**ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), **Consultant** hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon **Consultant's** actual receipt of process or upon the **Town's** receipt of the return thereof by the United State Postal Service as refused or undeliverable. **Consultant** must promptly notify the **Town**, in writing, of each and every change of address to which service of process can be made. Service by the **Town** to the last known address shall be sufficient. **Consultant** will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA**

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor

**ARTICLE 31. MISCELLANEOUS**

**31.1** ***Executory Contract***. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **Town** beyond the monies legally available for the purposes hereof.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement effective the day and year first above written.

| **Town of New Baltimore** | **M. J. Engineering and Land Surveying, P.C.** |
|---|---|
| by: _____<br>Jeffry R. Ruso<br>Town Supervisor | by: _____<br>Michael D. Panichelli, P.E.<br>President |
| Date: _____ | Date: 4/15/2024 |

ACKNOWLEDGEMENT OF **TOWN OF NEW BALTIMORE**

STATE OF NEW YORK

ss:

GREENE COUNTY

On this _____day of **April, 2024** before me, the subscriber personally appeared, Jeffry R. Ruso, to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of New Baltimore**, New York; that he is the Supervisor for the **Town of New Baltimore**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **Town of New Baltimore.**

_____

Notary Public, Greene County, N.Y.

ACKNOWLEDGEMENT OF THE **CONSULTANT**

STATE OF NEW YORK

ss:

Saratoga ~~GREENE~~ COUNTY

On this 15th day of **April, 2024** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **M.J. Engineering and Land Surveying, P.C.,** the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M.J. Engineering and Land Surveying, P.C.**

Deborah L. Waldruff

Notary Public, Saratoga County, N.Y.

DEBORAH WALDRUFF
Notary Public, State of New York
No. 01WA6011483
Qualified in Saratoga County
Commission Expires Aug. 10, 2026

# Attachment A

Architectural/Engineering **Consultant** Agreement
Project Description and Funding

X **Main Agreement** ___ Amendment to Agreement ___ Supplement to Agreement

***Phase of Project Consultant to work on:***

X **P.E./Design** ___ ROW Incidentals ___ ROW Acquisition ___ Construction, C/I, & C/S

*PROJECT DESCRIPTION:*

**Complete Streets Study on NY Route 144**

Project Location:
New Baltimore, New York

Consultant Work Type: See **Attachment B** for more detailed Task List.

| **MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:** |
|---|
| **$95,000** |

# ATTACHMENT "B"

# SCOPE OF WORK TASK LIST

**Professional Engineering Services**

## Town of New Baltimore

## Complete Streets Study on NY Route 144

**Greene County, NY**

**April 2024**

# Task 1: Study Initiation and Coordination

## 1.01 Project Description and Location

This project is known as:

| | |
|---|---|
| Project Name: | Complete Streets Study on NY Route 144 |
| Sponsor: | Town of New Baltimore ("**Sponsor**") |
| County: | Greene |
| Preliminary Start: | May/June 2024 +/- |

**Project Description:**

This study will evaluate and determine the possibilities to transform NY Route 144 within the project limits into a safe and accessible corridor for pedestrians, bicyclists, and motorists in the Town. The goal is to enhance everyday mobility and safety, recognizing the significance of pedestrian connectivity and roadway infrastructure in the community's daily life. By introducing a complete streets philosophy while improving the roadway infrastructure and pedestrian access within the Hamlet, the project will benefit the **Sponsor** by improving mobility options for all residents.

Some of the challenges presented along the NY Route 144 corridor include limited shoulder width, overall pavement width restrictions, guiderail and steep slopes on both sides, structures, some historically significant, in close proximity of the roadway, and utility pole conflicts.

NY Route 144 is owned and maintained by NYSDOT. NYSDOT is required to review any and all materials prior to release to the public for consumption.

## 1.02 Contract Administrator

The **Sponsor's** Contract Administrator for this project is Jeffry R. Ruso, Town Supervisor, who can be reached at (518) 756-9636 or jruso@townofnewbaltimore.org.

All correspondence to the **Sponsor** should be addressed to:

**Attn.** Jeffry R. Ruso
Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087

## 1.03 Categorization of Work

Project work is generally divided into the following tasks:

| | |
|---|---|
| Task 1 | Study Initiation and Coordination |
| Task 2 | Data Acquisition |
| Task 3 | Existing Conditions Assessment |
| Task 4 | Complete Streets Study |
| Task 5 | Public Engagement |
| Task 6 | Estimating & Technical Assumptions |

# TABLE OF CONTENTS


| | |
|---|---|
| Task 1 | Study Initiation and Coordination |
| Task 2 | Data Acquisition |
| Task 3 | Existing Conditions Assessment |
| Task 4 | Complete Streets Study |
| Task 5 | Public Engagement |
| Task 6 | Estimating & Technical Assumptions |

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Tasks 1, 2, 3, 4, 5, and 6.

### 1.04 Meetings

The **Consultant** will facilitate meetings at key milestones throughout the study duration. The following meetings are anticipated:

- Existing Conditions Assessment
- Concept Review – with **Sponsor**
- Concept Review – with NYSDOT
- Preparation for two (2) public meetings
- Draft Study Review
- Final Study Review and Implementation

These meetings will be scheduled to present and discuss the progress of the study with the **Sponsor** and/or NYSDOT. These meetings are to provide or receive direction on the proposed concepts, schedule, project specifics, and resolve any comments as the project progresses. Materials will be provided to the **Sponsor** and/or NYSDOT in advance of the meetings to help facilitate a meaningful discussion.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within five (5) business days of the meeting date.

### 1.05 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Cost Control Report and a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where the **Sponsor** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Sponsor**.)

### 1.06 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions. Any **Sponsor** specific standards will be included as requested by the **Sponsor**.

## Task 2: Data Acquisition

### 2.01 Design Survey

A. 3D Mobile LiDAR

The **Consultant** will utilize mobile mapping equipment to collect important existing conditions data on NY Route 144, and intersecting roadways, within the study limits. The collected 3D LiDAR and photo data that will be used to develop a web map that illustrates the existing conditions.

| | | |
|---|---|---|
| B. | Ground Survey | Not included in contract |
| C. | Photogrammetric Survey | Not included in contract |
| D. | Stream Survey | Not included in contract |
| E. | Survey of Wetlands | Not included in contract |
| F. | Supplemental Survey | Not included in contract |

### 2.02 Design Mapping

Not included in contract

### 2.03 Existing Conditions

The **Consultant** will conduct one (1) site visit to familiarize themselves with the corridor. The site visit will include the collection of information throughout the corridor including, but not limited to, lane widths, shoulder widths, storm drainage condition, guiderail locations and condition, waterway crossing locations, utility locations, historic markers, etc.

### 2.04 Traffic Data Collection

The **Consultant** will collect 24-hour traffic volumes at up to three (3) locations for a minimum of 72 hours. One (1) location will be within the 45-mph section, north of the marina access, and the other two (2) locations will be within the 35-mph section between the marina access and Gill Road.

### 2.05 Record Plan Review

The **Consultant** will acquire and review the as-built plans for the project corridor. These plans will be utilized to determine the current pavement section, right-of-way limits, etc.

### 2.06 Right-of-Way

To allow the Sponsor to submit a funding application without additional work, right-of-way delineation is required with record plans an acceptable source. If right-of-way information cannot be obtained from the record plans, tax map parcel data will be utilized to demonstrate approximate property lines.

## Task 3: Existing Conditions Assessment

### 3.01 Assessment of Existing Conditions

The **Consultant** will perform an assessment of the existing conditions to identify locations within the corridor exhibiting safety concerns, nonstandard or nonconforming existing features, areas where pedestrian and/or bicycle accommodations can be provided, and review record plans to understand the history of the roadway. The data provided by the **Sponsor**, NYSDOT, or collected by the **Consultant** will include, at a minimum:

- Current and planned land use and zoning
- Recent and planned transportation projects
- Right-of-way locations
- Existing pedestrian, bicycle, or trail facilities
- Crash data
- Vehicular volume counts
- Design criteria
- Pavement condition
- Intersection and control type
- Preliminary environmental review
- NYSDOT record plans

The **Consultant** will prepare a narrative summarizing the existing conditions assessment. These findings will be reviewed with the **Sponsor** and/or NYSDOT prior to Public Meeting No. 1.

# Task 4: Complete Streets Study

## 4.01 Complete Streets Concept

The **Consultant** will develop 2 concepts illustrating improvements to the roadway, pedestrian and bicycle facilities and amenities, landscaping, and access management, if applicable.

The concept will be reviewed with **Sponsor**, NYSDOT, and other stakeholders prior to the Draft Complete Streets Study report submission.

## 4.02 Draft Complete Streets Study Report

The **Consultant** will revise the concepts based on feedback from the Complete Streets Concept review and prepare the Draft Complete Streets Study report. The report will include, at a minimum, a narrative, general layout plans, and roadway typical sections describing the concepts, which include:

- Pedestrian/Bicycle Facility Design – type and location
- Roadway Alignment – modifications for safety and standard shoulder width
- Landscape Elements – impacts to the existing street features and landscape elements
- Roadside Safety – analysis of drainage ditches, side slopes, guiderail, and pedestrian railing
- Driveways – pedestrian/bicycle facility treatment and cross slope impacts to the driveway aprons
- Crash Analysis - analysis of recent crash data to determine locations where the rate is above the statewide average
- Utilities – analysis of existing utility locations and proposed work, including drainage improvements
- Environmental – identification of required permits and approvals
- Opinion on Probable Cost Estimates (Rough Order of Magnitude)

The existing conditions analysis, concepts, cost estimates, nonstandard or nonconforming features, a summary of environmental screenings, and a list of anticipated permits will be documented in the Complete Streets Study report.

The Draft Complete Streets Study report will be reviewed with **Sponsor** and NYSDOT prior to Public Meeting No. 2.

## 4.03 Final Complete Streets Study Report

The **Consultant** will coordinate with the **Sponsor** and NYSDOT to resolve any comments and finalize the Complete Streets Study report.

# Task 5: Public Engagement

## 5.01 Public Engagement Plan

The **Consultant** will coordinate with the **Sponsor** to prepare a method and process to encourage community engagement throughout the development of the study. The engagement plan will aid in reaching residents, business owners, stakeholders, community groups, minority groups, and other difficult to reach populations.

Opportunities for advertising public engagement events and sharing information with the public are anticipated to include:

- Dedicated study website
- A flyer distributed with the Town newsletter
- Business cards or flyers to have on display at frequented locations, such as the Post Office
- Public Meetings
  - One after the existing conditions assessment and prior to concept development (Task 3)
  - One after the Draft Complete Streets Study report is available (Task 4)

The **Consultant** will prepare and aid with the distribution of all advertisement methods.

## 5.02 Public Meeting No. 1

The **Consultant**, with the **Sponsor** and NYSDOT, will prepare for and conduct one (1) public information meeting to present the findings from the existing conditions assessment. A written summary of the public information meeting will be prepared and provided to the **Sponsor** and NYSDOT for review and comment. This public information meeting will be held during Task 3.

The meeting will be publicized in the community through press releases, announcements, and any other appropriate means identified by the **Sponsor** and NYSDOT. The **Consultant** will assist in drafting the outreach materials. It is assumed that the **Sponsor** will be responsible for publishing the notice for the public information meeting, as well as notifying NYSDOT, at least one (1) month prior to the meeting.

## 5.03 Public Meeting No. 2

The **Consultant**, with the **Sponsor** and NYSDOT, will prepare for and conduct one (1) public information meeting to present the concepts and solicit public input. A written summary of the public information meeting will be prepared and provided to the **Sponsor** and NYSDOT for review and comment. This public information meeting will be held during Task 4.

The meeting will be publicized in the community through press releases, announcements, and any other appropriate means identified by the **Sponsor** and NYSDOT. The **Consultant** will assist in drafting the outreach materials. It is assumed that the **Sponsor** will be responsible for publishing the notice for the public information meeting, as well as notifying NYSDOT, at least one (1) month prior to the meeting.

Feedback from the public information meeting will be reviewed with the **Sponsor** and NYSDOT prior to the submission of the Final Complete Streets Study report.

# Task 6 – Estimating & Technical Assumptions

## 6.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

### Task 1 Project Initiation and Coordination

1. Estimate eight (8) in-person meetings during the life of this agreement, including but not limited to:
   - One (1) Project Kickoff Meeting
   - One (1) Existing Conditions Assessment Review
   - Two (2) Concept Review (with Town and with NYSDOT)
   - Two (2) Public Meeting Preparation (Existing Conditions and Draft Report)
   - One (1) Draft Report Review
   - One (1) Final Report Review and Implementation
2. Estimate ten (10) cost and progress reporting periods will occur during the life of this agreement.

### Task 2 Data Acquisition

1. Estimate three (3) Locations will require 24-hour traffic counts.
2. Estimate fifty (50) Crashes will be analyzed.
3. Estimate one (1) MJ4D web map will be provided.
4. Estimate one (1) Orthoimagery map will be provided.

### Task 3 Existing Conditions Assessment

1. Estimate one (1) Narrative will be prepared.
2. Estimate one (1) In-person public information meeting.

### Task 4 Complete Streets Study

1. Estimate two (2) Concepts will be prepared for the study corridor.
2. Estimate one (1) Initial cost estimate for each concept plus one (1) update.
3. Estimate one (1) Complete Streets Study report will be prepared with two (2) updates.
4. Estimate one (1) In-person public information meeting.
5. Estimate two (2) Stakeholder meetings.

### Task 5 Public Engagement

1. Estimate one (1) Study website will be prepared.
2. Estimate two (2) Public meetings that materials will be prepared for.

## 6.02 Technical Assumptions

### Task 1 Project Initiation and Coordination

1. All meetings will be held in-person. Any progress meetings with the Sponsor will be virtual.

**Task 2 Data Acquisition**

1. NY Route 144 right-of-way will be established using record plans provided by NYSDOT and/or tax map information.
2. NYSDOT will not be able to provide recent traffic volumes, speed, or classification data. Readily available data was collected in 2019. The **Consultant** will obtain recent traffic information for this study.

**Task 3 Existing Conditions Assessment**

1. The **Sponsor** and NYSDOT will review all materials prior to release to the public.

**Task 4 Complete Streets Study**

1. The **Sponsor** and NYSDOT will review all materials prior to release to the public.

**Task 5 Public Engagement**

1. The **Sponsor** and NYSDOT will review all materials prior to release to the public.

## 6.03 Omitted Tasks

The following efforts are excluded from this scope of services:

- Topographic and ROW boundary survey.
- Preparation of project base mapping.
- Capacity analyses for roadways and/or intersections.
- Preliminary and final design services.
- Cultural / archeological investigations.
- Coordination with the State Office of Historic Preservation (SHPO).
- State Environmental Quality Review (SEQRA) support.
- Threatened / endangered species investigations.
- Construction Phase services.

# ATTACHMENT "C"

# COST ESTIMATE

## Town of New Baltimore

## Complete Streets Study on NY Route 144

**Greene County, NY**

**April 2024**

**PIN 1761.69 Craig Street Pavement and Bridge Rehabilitation**
City of Schenectady, Schenectady County

## Salary Schedule

MJ Engineering and Land Surveying, PC

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | Average Hourly Rate 2024 | Max Hourly Rate 2024 | OVERTIME CATEGORY |
|---|---|---|---|---|
| Project Manager | VII (A) | $84.00 | $100.00 | A |
| Engineer VI | VI (A) | $98.00 | $100.00 | A |
| Engineer V | V (A) | $71.00 | $100.00 | A |
| Engineer IV | IV (A) | $58.00 | $63.00 | B |
| Engineer III | III (A) | $41.00 | $50.00 | B |
| Engineer II | II (A) | $34.50 | $37.50 | B |
| Land Surveyor | IV (N) | $57.00 | $65.00 | B |
| Technician IV | IV (N) | $55.00 | $65.00 | B |
| Technician III | III (N) | $38.00 | $44.00 | C |
| Technician II | II (N) | $29.50 | $36.00 | C |
| Party Chief | III (N) | $39.00 | $59.00 | C |
| Instrument Person | II (N) | $29.00 | $59.00 | C |
| Party Chief (Field) | III (N) | $39.00 | $59.00 | C |
| Instrument Person (Field) | II (N) | $29.00 | $59.00 | C |

**OVERTIME POLICY:**
Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.
*Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.*

County: Schenectady

**PREVAILING WAGE RATES -** The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:
For prevailing wages, the prevailing wage overtime policy will apply.

| | | Prevailing Rate | Employee Average Rate | Difference | 9% Payroll Additive | Total |
|---|---|---|---|---|---|---|
| Party Chief | III (N) | $48.97 | $31.70 | $17.27 | $1.55 | $18.82 |
| Instrument Person | II (N) | $44.99 | $24.25 | $20.74 | $1.87 | $22.61 |

**SUPPLEMENTAL BENEFITS** Are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

| | | Prevailing Benefit | Firm's Normal Rate | Difference (Net) | Wage Adjustment | 9% Payroll Additive |
|---|---|---|---|---|---|---|
| Party Chief | III (N) | $28.90 | $11.85 | $17.05 | $0.00 | $1.53 |
| Instrument Person | II (N) | $28.90 | $7.18 | $21.72 | $0.00 | $1.95 |

**Complete Streets Study on NY Route 144**
Town of New Baltimore, Greene County

## Staffing Table

MJ Engineering and Land Surveying, PC

| TOTAL | ASCE (A) OR NICET (N) GRADE | TASKS 1 | 2 | 3 | 4 | 5 | TOTAL HOURS | 2024 HOURLY RATE | LABOR |
|---|---|---|---|---|---|---|---|---|---|
| Project Manager | VII (A) | 1 | | | 1 | 1 | 3 | $ 84.00 | $ 252 |
| Engineer VI | V (A) | 2 | 2 | | | | 4 | $ 98.00 | $ 392 |
| Engineer V | V (A) | 2 | 2 | | 8 | | 12 | $ 71.00 | $ 852 |
| Engineer IV | IV (A) | 8 | 2 | 8 | 16 | 32 | 66 | $ 58.00 | $ 3,828 |
| Engineer III | III (A) | 32 | 32 | 32 | 96 | 48 | 240 | $ 41.00 | $ 9,840 |
| Engineer II | II (A) | 32 | 40 | 48 | 160 | 60 | 340 | $ 34.50 | $ 11,730 |
| Technician III | III (N) | | 40 | | | 8 | 48 | $ 38.00 | $ 1,824 |
| Technician II | II (N) | | 40 | | | 8 | 48 | $ 29.50 | $ 1,416 |
| | | 77 | 158 | 88 | 281 | 157 | 761 | | $ 30,134 |

| | | 1 | 2 | 3 | 4 | 5 | |
|---|---|---|---|---|---|---|---|
| | DTL | $ 3,302 | $ 5,846 | $ 3,432 | $ 11,036 | $ 6,518 | $ 30,134 |
| 185% | OH | $ 6,109 | $ 10,815 | $ 6,349 | $ 20,417 | $ 12,058 | $ 55,748 |
| 10% | FF | $ 941 | $ 1,666 | $ 978 | $ 3,145 | $ 1,858 | $ 8,588 |
| | Total | $ 10,352 | $ 18,327 | $ 10,759 | $ 34,598 | $ 20,434 | $ 94,470 |
| | DNSC | $ 513 | | | | $ 94,983 | |

| Task | Description |
|---|---|
| 1 | Study Initiation and Coordination |
| 2 | Data Acquisition |
| 3 | Existing Conditions Assessment |
| 4 | Complete Streets Study |
| 5 | Public Engagement |

**Complete Streets Study on NY Route 144**
Town of New Baltimore, Greene County

## Estimate of Direct Non-salary Cost

MJ Engineering and Land Surveying, PC

IIA - EXPENDABLE ITEMS

| 1. Mileage | Trips | Miles | Rate | | |
|---|---|---|---|---|---|
| | 20 | 41 | 0.625 | $512.50 | |
| | | | | TOTAL MILEAGE | $512.50 |
| | | | | | ========== |
| | | | | | ========== |
| | | | | **TOTAL DIRECT NON-SALARY COSTS:** | **$512.50** |
| | | | | | ========== |

IIC - SUBCONSULTANT COST

| | | |
|---|---|---|
| | $0.00 | |
| | $0.00 | |
| | | ========== |
| **TOTAL SUBCONSULTANT COSTS:** | | **$0.00** |
| | | ========== |
| | | ========== |
| **TOTAL NON-EXPENDABLE COSTS:** | | **$512.50** |
| | | ========== |

**Complete Streets Study on NY Route 144**
Town of New Baltimore, Greene County

## Summary

MJ Engineering and Land Surveying, PC

| | | Task 1 Project Initiation & Coordination | Task 2 Data Acquisition | Task 3 Existing Conditions Assessment | Task 4 Complete Streets Study Report | Task 5 Public Engagment | Total |
|---|---|---|---|---|---|---|---|
| **Item IA, Direct Technical Salaries** | | $3,302 | $5,846 | $3,432 | $11,036 | $6,518 | $30,134 |
| **Item IB, Direct Technical Salaries** Premium Portion of Overtime | | $0 | $0 | $0 | $0 | $0 | $0 |
| **Item IIA, Direct Non-Salary Cost** | | $513 | $0 | $0 | $0 | $0 | $513 |
| **Item IIB, Direct Non-Salary Cost** (Sub-Contractor Cost) | | $0 | $0 | $0 | $0 | $0 | $0 |
| **Item III, Overhead** Office (estimated) subject to audit | 185% | $6,109 | $10,815 | $6,349 | $20,417 | $12,058 | $55,748 |
| **Item IV Fixed Fee** | 10% | $941 | $1,666 | $978 | $3,145 | $1,858 | $8,588 |
| **Total Estimated Cost** | | $10,865 | $18,327 | $10,759 | $34,598 | $20,434 | $94,983 |
| | | | | | | **TOTAL:** | **$94,983** |
| | | | | | | **Max. Amount Payable:** | **$95,000** |

<< TO BE PLACED ON TOWN OF NEW BALTIMORE LETTERHEAD >>

April XX, 2024

Lorenzo Distefano
Regional Local Project Liaison, Region One
New York State Department of Transportation
Regional Planning and Program Management
50 Wolf Road, Albany, NY 12232

**RE: Complete Streets Study on NY Route 144**
**Request for State-Local Agreement**

Dear Mr. Distefano,

The Town of New Baltimore (Town) has received and executed the attached contract with M.J. Engineering and Land Surveying, P.C. (MJ) for design services associated with the Complete Streets Study on NY Route 144 in the Town.

With the engineering contract executed between the Town and MJ, the Town requests that the New York State Department of Transportation (NYSDOT) provide a draft State-Local Agreement (SLA) for the subject project.

Sincerely,

Jeff Ruso
Town Supervisor
Town of New Baltimore

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 73-2024**
**APRIL 22, 2024**

**RESOLUTION TO AUTHORIZE THE DEPUTY TOWN CLERK TO ATTEND THE NEW YORK STATE TOWN CLERKS ASSOCIATION ANNUAL CONFERENCE IN COLONIE, NEW YORK FROM APRIL 29-30, 2024**

***WHEREAS*** the New York State Town Clerks Association has scheduled their Annual Conference from April 28-May 1 at the Desmond Hotel in Colonie, New York.

***RESOLVED*** that Deputy Town Clerk Amanda Eldred is authorized to attend training on April 29-30 at no cost to the Town of New Baltimore.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 74-2024**
**APRIL 22, 2024**

**RESOLUTION TO AUTHORIZE THE TOWN CLERK TO ATTEND THE NEW YORK STATE ASSOCIATION OF TAX RECEIVERS AND COLLECTORS ANNUAL CONFERENCE IN LAKE GEORGE, NEW YORK FROM JUNE 9-12, 2024**

***WHEREAS*** the New York State Association of Tax Receivers has scheduled their Annual Conference from June 9-12 at the Fort William Henry Hotel & Conference Center in Lake George, New York from June 9-12, 2024.

***RESOLVED*** that Town Clerk Barbara Finke is authorized to attend training as a commuter at a cost of $100 for Registration.

# 2024 Training Seminar Registration Form

## New York State Association of Tax Receivers & Collectors
## Fort William Henry Lake George, NY
## June 9 – 12, 2024

**2024 Sessions include** Legal/Legislative updates, Working with Assessors, Active Shooter Training, TSOs. Additional topics and details are available on our website. NYSATRC.COM

**Seminar Registration:** Registration is open to 2024 paid members of NYSATRC. If you are not currently a member, please send in your annual dues, along with the membership form (download at www.nysatrc.com) to Amy Neumann, NYSATRC Membership Chair, PO Box 181, Leicester, NY 14481

**Seminar Registration Form:** This registration is $100.00 for attendance at the Training Seminar and $45.00 for an optional dinner cruise on Monday night, June 10th. **Deadline is May 10, 2024**.

**Hotel Reservations** are to be made directly with the Fort William Henry Hotel. The hotel registration form is available online at NYSATRC.COM under the "Downloadable Forms tab".

**Special Dinner:** An optional Monday night dinner cruise on Lake George at a reduced price of $45. This needs to be paid at the time of registering.

Commuter meals can be purchased at the hotel if you plan on joining us for Breakfast(s), Lunch(es), and/or Tuesday's Gala Dinner.

**Mail this: 1) completed form. 2) payment of $100 plus $45 for the Dinner Cruise on Monday night on the Lac du Saint Sacrement on Lake George (these are per person) payable to NYSATRC and mail to:**

**Jamiee Ross, Tax Collector – Town of Thurman**
**748 Glen Athol, Warrensburg, NY 12885**

(Must be a paid-in-full 2024 NYSATRC member – forms available on our website)

***Please print clearly!***

**Attendee Name** _____ **Title** _____

**Town** _____ **Companion Name** _____
**(For Cruise)**

**Address** _____ **County** _____

**City, State, Zip** _____

**Daytime Phone (  )** _____ **Cell Phone (  )** _____

**Email Address** _____

**Confirmation will be sent to your email address**

**Cancellations received at least ten days before the event will be refunded, less a $25.00 processing fee.**

**For updates on the June seminar and additional forms, please visit the website at www.nysatrc.com**

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 75-2024**
**APRIL 22, 2024**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH AGFEST COMMITTEE**

***RESOLVED,*** that the Town Board does hereby authorize the Supervisor to sign the attached Memorandum of Agreement with the AgFest Committee for 2024.

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 22nd day of April, 2024 by and between the Town of New Baltimore, a municipal corporation organized under the laws of the State of New York, and New Baltimore Antique Machinery and Agricultural Festival Association, aka AgFest Committee, a New York not-for-profit corporation ("AgFest Committee").

***WHEREAS***, the New Baltimore Antique Machinery and Agricultural Festival, aka AgFest, is an event sponsored by the Town of New Baltimore, and the Town wishes to contract with the AgFest Committee, to plan, stage and run the event commonly known as AgFest.

***FOR GOOD AND VALUABLE CONSIDERATION***, the receipt of which is acknowledged, the parties agree as follows:

1. There shall be an AgFest in the Town to be held on June 1-June 2, 2024 at the VanEtten farm, New Baltimore, New York.
2. The Town shall be responsible for providing at its expense the following: a) general liability insurance in favor of the Town and AgFest, their officers, elected officials, etc.: b) tents for entertainment and dinner; c)picnic tables; d) electricity; e) trash collection; and e) porta-sans.
3. The AgFest Committee will be solely responsible for organizing and running the festival and for any necessary clean-up after the festival ends.
4. The AgFest Committee will coordinate the provision of electric service, trash pick-up, and arrange for porta-sans with vendors.
5. The AgFest Committee will pay all expenses associated with AgFest not otherwise paid by the Town as set forth above.

| | |
|---|---|
| **TOWN OF NEW BALTIMORE** | **NEW BALTIMORE ANTIQUE MACHINERY AND AGRICULTURAL FESTIVAL ASSOCIATION** |
| **DATED: April 22, 2024** | |

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 76-2024**
**APRIL 22, 2024**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE LEASE AGREEMENT WITH THE VAN ETTEN FAMILY FOR AGFEST**

***RESOLVED,*** that the Town Board does hereby authorize the Supervisor to sign attached lease agreement with Robert and Shelly VanEtten for 2024 AgFest.

# LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 22nd day of April, 2024, by and between the Town of New Baltimore, a New York municipality, with an address of 3809 County Route 51, Hannacroix, New York 12087 (hereinafter called the "Tenant"), and Robert and Shelly VanEtten, with an address of 1314 Saw Mill Road, Ravena, New York 12143 (hereinafter called the "Landlord").

**WITNESSETH:**

WHEREAS, Landlord is the owner of the real property, and improvements thereon, located at 1314 Saw Mill Road, Ravena, New York 12143 (the "Property");

WHEREAS, Tenant desires to lease a portion of the Property from Landlord for the annual Antique Machinery and Agricultural Festival ("AgFest"), and

WHEREAS, Landlord is willing to lease a portion of the Property to Tenant on the terms and conditions set forth herein,

NOT, THEREFORE, in consideration of the foregoing mutual covenants herein contained, and for One Dollar and 00/100 ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Description of the Leased Premises. The property to be leased to Tenant is real property located at 1314 Saw Mill Road (the "Leased Premises").
2. Term. The term of the Lease shall commence on May 30, 2024 and end on June 3, 2024 at midnight.
3. Lawful Possession. The Landlord covenants that it is lawfully seized and in possession of the Leased Premises above described, and that it will put and keep Tenant in the peaceable possession thereof during the term of this Lease.

4. Business Use Termination. The Leased Premises shall be used and occupied by the Tenant and Tenant's invitees solely for the AgFest, and such use is in compliance with all applicable laws, ordinances and governmental regulations. Landlord and Tenant hereby expressly acknowledge and agree that the Lease shall be immediately terminated, and the parties shall be released from any and all obligations hereunder, in the event that Tenant ceases to use the property for the aforesaid purpose.
5. Tenant's Return of the Leased Premises. Tenant shall, at Tenant's expense, return the Leased Premises in a clean and sanitary condition, and in compliance with applicable laws, ordinances, regulations and code.
6. Indemnification. Tenant shall protect, indemnify and save harmless the Landlord and its successors and assigns, and Landlord's agents from and against all claims, damages and suits arising directly or indirectly, in whole or in part, from any activity, work or thing done, permitted, suffered or omitted to be done by Tenant, or by any of Tenant's agents, employees, or invitees in or about the Leased Premises.
7. Insurance. Tenant agrees to maintain appropriate liability insurance for the AgFest to name Landlord as an Additional Insured.
8. Assignment and Subletting. Tenant may not sublet or assign this Lease to any person or any corporation, partnership, or other entity, without obtaining the prior written consent of Landlord, which consent may be unreasonably withheld.
9. Waiver. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity. The waiver of any breach, covenant, condition or agreement herein contained must be in

writing. The failure of Landlord to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any option or right therein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same remain in full force and effect unless the contrary is expressed in writing by Landlord.

10. Termination. This Lease may be terminated by written agreement of the parties.

11. Complete Agreement. This Lease contains the entire understanding among the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings among the parties. Except as expressly set forth in this Lease, none of the parties has relied upon any oral representation or oral information given to it by any representative of either party. This Lease can only be modified pursuant to a written agreement signed by both parties.

12. Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease, intending to be bound hereby, as of the date and year first above written.

| TENANT, TOWN OF NEW BALTIMORE | LANDLORD |
|---|---|
| _____ | _____ |
| Name: Jeffry R. Ruso<br>Title: Supervisor | Robert VanEtten |
| | _____ |
| | Shelly VanEtten |

**DATED: April 22, 2024**

**TOWN OF NEW BALTIMORE BUILDING DEPARTMENT**
**Hannacroix, New York**

**Monthly Report**
**April 19, 2024**

Summarization of Code Enforcement Officer activities for March, 2024, is as follows:

Building Inspections: 23
Total Permits Issued: 2
Building Permit Renewal Letters Sent: 4 First Notice; 1 Second Notice
Building Permits Renewed: 1
Certificates of Compliance Issued: 1
Certificates of Occupancy Issued: 1
Certificate of Occupancy Search Requests: 5
Residential Solar Permit Applications Received: 1
Residential Solar Permits Issued: 1
Total New Applications Received: 7
New Building Permit Applications Awaiting Permit Issuance: 19
Open Building Permits: 225

Application Fees for March, 2024: $696.89
Total Fees for Year to Date: $5,194.15

Allan Jourdin, CEO

# GREENE COUNTY EMS

*The regular monthly meeting was* **HELD**

**Tuesday, *APRIL 16, 2024.***

- There were **20 EMS calls in MAR.** *and*

*For a* **Total of 66** for **this year~ 2024**

Strokes -2
Overdoses -14
Narcan -5

*We had* **171 calls** *for all of* **2023**

**Respectfully submitted by:**

**Nick Dellisanti, Deputy Supervisor**

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 77-2024**
**APRIL 22, 2024**

**RESOLUTION TO PURCHASE AUTOMATIC EXTERNAL DEFIBRILLATOR FOR TOWN HALL**

***WHEREAS*** the Town of New Baltimore received a Wayne C. Speenburgh grant for $1,500 through County Legislator Pat Linger.

***WHEREAS*** three quotes were requested and two were received for said purchase.

***RESOLVED*** that the Town Board of the Town of New Baltimore authorizes the purchase of a HeartSine Samaritan 360P PAD AED, Automatic Unit with HeartSine Samaritan PAD Data Cable, a Red Rescue Ready Kit, and AED Cabinet at a total cost of $1,327.95.

850 Saint Paul St, Suite 44
Rochester, NY 14605
Phone: 585-267-7775
Fax: 585-267-5218

CardiacLife™
empowering you to save lives

**Bill To:**
Town of New Baltimore
Amanda Eldred
3809 County Route 51
Hannacroix, NY 12087
Phone: 518-756-6671 x 5

**Ship To:**
Town of New Baltimore
Amanda Eldred
3809 County Route 51
Hannacroix, NY 12087
Phone: 518-756-6671 x 5

# Quote # 201353

VALID FOR 30 DAYS

| Prepared By | Sales Rep | Date | Total |
|---|---|---|---|
| NM | NM | 04/12/2024 | $1,327.95 |

| SKU | Product | Quantity | Price |
|---|---|---|---|
| A-80514-000309 | HeartSine Samaritan 360P PAD AED, Automatic Unit | 1 | $1,150.00 |
| HeartSine Samaritan 360P PAD AED, Automatic Unit, motion detection to protect user during use, 8 year warranty; 1 Adult PAD PAK; 1 Semi-Rigid Carry Case; 1 Quick Use Guide. A-PAD-360-BAC-US-10/360-STR-US-10. REQUIRES ADD ON D-PAD-ACC-02*** to set date/time when new AED is purchased. ADD ON: RESCUE KIT CPR-RR-KIT-AMP1023 . Software download: https://heartsine.com/support/upload-saver-evo/ | | | |
| D-PAD-ACC-02 | HeartSine Samaritan PAD Data Cable only | 1 | $40.00 |
| HeartSine Samaritan PAD Data Cable only | | | |
| CPR-RR-Kit-Red | Red Rescue Ready Kit | 1 | $12.95 |
| Red Rescue Ready Kit. Includes CPR Mask, one way valve, razor, scissors, gloves, wipe, gauze | | | |
| C-CAB60112 | AED Cabinet -ARKY Universal Alarmed | 1 | $125.00 |
| ARKY white metal indoor cabinet with alarm. Dimensions: 15 x 15 x 8 inch. Fits defibrillators of all brands. Strong metal cabinet creates a seamless look. Including acoustic alarm. Including mounting materials. Includes mounting materials. Important add on: S-AED-Equipped-Decalt | | | |

| Payment Method | Amount | Details | Date |
|---|---|---|---|

| | |
|---|---|
| Subtotal: | $1,327.95 |
| Tax: | $0.00 |
| Processing and Handling: | $0.00 |
| Processing and Handling Tax: | $0.00 |
| **Order Total:** | **$1,327.95** |
| Paid: | $0.00 |
| Balance: | $1,327.95 |

There is a 2% Service Charge for Credit Card transactions

[redacted]

# Sales Quote

**Q1057815**

April 10, 2024



Cardio Partners Inc
PO Box 772834
Detroit, MI 48277
715-356-0200

| | |
|---|---|
| **Customer Number** | C0985417 |
| **Your Reference** | |
| **Customer PO Number** | |
| **Shipping Method** | FEDEX Ground |
| **Payment Terms** | Credit Card |

**BILL TO:**
Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087
USA

**SHIP TO:**
Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087
USA

| Item No. | Description | Quantity | Current Price | Your Price | Total |
|---|---|---|---|---|---|
| CVP-DTAUTO5-B | DT-AED Fully-Automatic 5 Year Corporate VP (Basic Cabinet)<br>- SIGN-Flexible AED Wall Sign Cardio Partners<br>- RKM-Responder Pack Premium AED/CPR -AED Superstore<br>- CAB-Standard Surface Mount Basic Cabinet - Square Corners<br>- SIGN-Decal 4" Round - AED Equipped Facility<br>- TAG-Check Tag (Single) by AED Superstore<br>- DT-Case Soft Carry for Lifeline AED<br>- MD-Arch Medical Direction and Program Management - 1 year<br>- DT-Video 'Unit Overview' DVD<br>- Z-DT-AED Lifeline AUTO by Defibtech | 1 | ~~1,719.00~~ | 1,375.20 | 1,375.20 |
| DDP-200P | DT-Electrodes Infant/Child | 1 | ~~123.73~~ | 121.07 | 121.07 |
| | Shipping Charges | 1 | | 7.99 | 7.99 |

| | |
|---|---|
| **Subtotal** | **1,504.26** |
| Total Tax | 120.34 |
| **Total $ Incl. Tax** | **1,624.60** |

**Quote valid for 30 days from the above date.**

**Prepared for you by:**

Dolores Ponce
dolores.ponce@cardiopartners.com
800-590-0081

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 78-2024**
**APRIL 22, 2024**

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT AND FOREMAN TO ATTEND THE 2024 HIGHWAY SCHOOL IN ITHACA, NEW YORK FROM JUNE 3-5, 2024**

***WHEREAS*** the Association of Towns has scheduled the 2024 Highway School from June 3-5, 2024 at Ithaca College in Ithaca, New York.

***RESOLVED*** that Highway Superintendent Alan VanWormer and Foreman Scott VanWormer are authorized to attend said training at a cost of $125 each for registration.

# 2024 Highway School Registration Form

*June 3 - 5, 2024*
*Ithaca College, Ithaca, NY*

NEW YORK STATE OF OPPORTUNITY. Department of Transportation | Local Technical Assistance Program

Cornell Local Roads Program
New York State LTAP Center

19 AOT 33

Attendees may also register online at www.nytowns.org

First Name: Alan MI: _____ Last: VanWormer

Title: Highway Superintendent

Organization: Town of New Baltimore

● Town ○ Village ○ City ○ County ○ State Agency

Other: _____

Mailing Address: 3809 County Route 51

City: Hannacroix State: NY Zip Code: 12087 County: Greene

Daytime Phone: 518-756-2078 Ext: 3 Fax: 518-756-3078

E-mail: highway@townofnewbaltimore.org

Is this your first time attending Highway School? ☒ No

Have you received an award certificate for 20-years (or more) of Highway School attendance? ☒ No (If yes, registration fee is waived)

Early registration fee on or before May 17: $125.00

Attendees registering after May 17: must register on-site at a fee rate of $165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a $10.00 processing fee.
No refunds will be given after the 10 day cancellation deadline.

Check in and on-site registration will be available Sunday, June 2 from 3 - 5 p.m.
Contact Executive Meeting Coordinator Patty Kebea with any questions at 518-465-7933
Send forms to pkebea@nytowns.org or

Print

Save

Association of Towns
150 State Street
Albany, New York 12207

# 2024 Highway School Registration Form

*June 3 - 5, 2024*
*Ithaca College, Ithaca, NY*

NEW YORK STATE OF OPPORTUNITY. Department of Transportation | Local Technical Assistance Program

Cornell Local Roads Program
New York State LTAP Center

Attendees may also register online at www.nytowns.org

First Name: Scott MI: _____ Last: Van Wormer

Title: Forman/ Deputy Highway Superintendent

Organization: Town of New Baltimore

(●) Town ( ) Village ( ) City ( ) County ( ) State Agency

Other: _____

Mailing Address: 3809 County Rte 51

City: Hannacroix State: NY Zip Code: 12087 County: Greene

Daytime Phone: 518-756-2078 Ext: 3 Fax: _____

E-mail: c208scott@aol.com

Is this your first time attending Highway School? [N]

Have you received an award certificate for 20-years (or more) of Highway School attendance? [N] (If yes, registration fee is waived)

Early registration fee on or before May 17: $125.00

Attendees registering after May 17: must register on-site at a fee rate of $165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a $10.00 processing fee.
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Send forms to pkebea@nytowns.org or

Print

Save

Association of Towns
150 State Street
Albany, New York 12207

TOWN OF NEW BALTIMORE PLANNING BOARD

Monthly Report
April 22, 2024

The Planning Board met on April 8 with the following business transacted:

Old Business as follows:

...With the ZBA having issued the required Area Variance, for Daniel and Barbara Bernesser, Mr. Bernesser and their authorized representative were back before the Planning Board for subdivision approval. The Board approved the subdivision with only condition that final maps be presented for approval, which has taken place.

...Following a lengthy discussion with LSE Monoceros LLC, (New Baltimore Solar Project) authorized representatives, Site Plan Application approval resolution listing a number of conditions was presented and approved with the conditions as cited in resolution.

New Business included:

...Minor Subdivision application was presented by Donald and Sally Russo for two-lot subdivision of property owned on High Mount Road. Required Public Hearing on application is schedule for 7 p.m., June 13.

...Minor Subdivision Application was presented by Marie Cross Ostoyich for two-lot subdivision of property owned on Hillcrest Road. Required Public Hearing scheduled for 7 p.m., May 9.

...Discussed with Town residents a possible commercial project and required permitting involved for a five-acre parcel of land on Route 9W they are considering purchasing. Board has since been advised that plans for the project and purchase of land will not be moving forward.

...Discussed with the authorized representatives from New Baltimore Sunny Farms, Inc., the three minor subdivision applications submitted. Subdivision of the 2+ acre parcels from each lot are as a result of CHPE's plans to run their permanent project easement across these parcels. Discussion will continue at the May 9 meeting.

Robert Van Etten, Chair

# TOWN OF NEW BALTIMORE ZONING BOARD OF APPEALS

Monthly Report
April 22, 2024

The Zoning Board of Appeals met on April 3, 2024, with the following business transacted:

Public Hearing was held on the Daniel and Barbara Bernesser Area Variance Application.

In the Regular Monthly Meeting that followed:

...The Bernesser Area Variance was approved.
...Discussion continued on the Use Variance Application for Brad Jourdin & Michael Carroll Mulch and Compost Site to be known as AJC Green Solutions. Discussion on this project will be continued at the May 1, 2024, meeting.

William Boehlke, Chair

Town of New Baltimore

Waste Water Treatment Plant (WWTP) Report

April 22, 2024

Several meetings have occurred with WWTP lead operator, Town board staff and representative of Delaware engineering since January 2024 to plan and initiate work tasks to meet DEC inspection goals and requirements.

As a result of these meeting discussions, current cost estimates for the projects to be completed are approximately $600,000 less than the originally proposed, cost estimates.

Projects completed/in progress/in queue for 2024

| | | |
|---|---|---|
| 1. | Calibrate the flow meter used to provide data for submitting discharge monitoring report electronically to the SPDES, as is required annually for the SPDES permit. | *Completed* |
| 2. | Digitizing sewer maps. | *Completed* |
| 3. | Replace older headworks grinding equipment with a new mechanical screen. | *In progress, selecting mechanical screen* |
| 4. | Install a shed structure over the headworks grinding equipment to protect it from environmental impacts. | *To be purchased upon completion of task #3* |
| 5. | Continue announcements to the public regarding the damages to WWTP equipment caused by the flushing of wet wipes that are actually not disposable. | *Initial announcements completed; additional to be distributed with sewer bills.* |
| 6. | Expand alarm systems and alerting capacity. | *Initial discussions with vendor (Time Warmer)* |
| 7. | Investigate the sanitary sewer collection system - Coordinate manhole inspections required for SPDES permit and flushing of any sewer lines identified with potential blockage after inspection. | *Planned to begin in June* |
| 8. | Update the WWTP Process Control Plan. | *In progress* |
| 9. | Replace the concrete panels that serve as walkways/access to the Rotors with a non-rusting, fiberglass grating system. | *Currently identifying contractor.* |
| 10. | Post, interview, hire new part-time, WWTP operator due to resignation of current part-time operator. | *In progress* |
| 11. | Replace the roof of WWTP due to failing tiles and roofing materials. | *Currently identifying contractor* |

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 71-2024**
**APRIL 8, 2024**

**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 2024-04-01 to 2024-04-, it is

***RESOLVED*** that the Supervisor is hereby authorized to pay claims 2024-04-01 to 2024-04-.

***BE IT FURTHER RESOLVED*** that the Town Clerk will prepare an abstract and hold it for public review until May 31, 2024.