

**AGENDA**  
**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**  
**TOWN BOARD REGULAR MEETING**

**February 8, 2016**

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

**Pledge of Allegiance**

**Approval of Minutes**

- January 25, 2016 Public Hearing on Proposed Increase and Improvement of Facilities of the New Baltimore Sewer District
- January 25, 2016 Public Hearing on Proposed Water Rates for Water District #3
- January 25, 2016 Town Board Work Meeting

**Public Comment Period**

**New Business**

- Motion to Approve Facility Use Application from the New Baltimore Fire District for Drill at the Town Highway Berm
- Resolution to Authorize the Town of New Baltimore to Participate in County Highway Purchases
- Resolution to Enter into Agreement with Delaware Engineering, P.C. for Planning Services for the Town of New Baltimore Sewer District No. 1 Sewer System Improvement Project
- Resolution to Accept Distribution of Landfill Closure Funds
- Resolution Approving Agreement for Expenditure of Highway Monies
- Resolution to Approve Advertisement for Summer Youth Program Director, Assistant Director, and Counselors
- Audit of Claims

**Upcoming Meetings**

- February 11, 2016 Planning Board Meeting at 7 PM
- February 14, 2016 Veterans Committee Luncheon at Cornell Hook & Ladder Fire Company on Gill Road at 12 PM
- February 17, 2016 Comprehensive Plan Meeting at 7 PM
- February 18, 2016 Friends of New Baltimore Recreation Meeting at 7 PM
- February 21, 2016 Slide Show Presentation by Ted Hilscher at Town Hall at 4 PM
- February 22, 2016 Town Board Work Meeting
- March 2, 2016 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- March 14, 2016 Town Board Regular Meeting
- March 16, 2016 Senior Citizen Committee at 1 PM
- March 23, 2016 Rabies Clinic at Medway-Grapeville Firehouse from 6-8 PM

**Public Comment Period/Community Events**

**Adjournment**

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

**TOWN OF NEW BALTIMORE  
COUNTY OF GREENE  
TOWN BOARD REGULAR MEETING  
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**Draft 2/9/16  
Approved 2//16**

**OPENING OF REGULAR MEETING**

**Supervisor Dellisanti** opened the meeting at 7:00 PM and the Pledge of Allegiance was said. Also Attending Deputy Supervisor Ruso, Councilmen Briody and Irving, Councilwoman VanEtten, Town Clerk Finke, and 3 members of the public who signed the attendance sheet. Absent: Tax Collector Jordan and Highway Superintendent Jordan

**APPROVAL OF MINUTES**

A Motion to approve the January 25, 2016 Public Hearing on Proposed Increase and Improvement of Facilities of the New Baltimore Sewer District No. 1 Minutes submitted by Town Clerk Finke was made by Supervisor Dellisanti seconded by Councilwoman VanEtten. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Supervisor Dellisanti:** I would like to make a comment. There was a question during that Public Hearing about did the Town Board go to any grant programs for the project and the answer is yes, unfortunately, we didn't qualify from the 2013 Census as Mary Beth from Delaware Engineering had written to me and that that's what I wanted to get into the Minutes for tonight.

A Motion to approve the January 25, 2016 Public Hearing on Proposed Water Rates for Water District #3 Minutes submitted by Town Clerk Finke was made by Supervisor Dellisanti seconded by Councilman Briody. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

A Motion to approve the January 25, 2016 Town Board Work Meeting Minutes submitted by Town Clerk Finke was made by Supervisor Dellisanti seconded by Councilman Ruso. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**PUBLIC COMMENT PERIOD**

The Greene County Public Health announces the 2016 Rabies Clinic for cats, dogs, and ferrets at the following locations: March 23, 2016 from 6PM-8PM Medway Grapeville Firehouse Route 51 Firehouse. There are a number of other Towns available as well. We'll have that posted for everyone's use, but the closest one here is Medway Grapeville.

**NEW BUSINESS**

Motion to approve a Facility Use Application by the New Baltimore Fire District for a drill at the Town Highway berm was made by Supervisor Dellisanti seconded by Councilwoman VanEtten

**Supervisor Dellisanti:** Application was filed for the Fire District to hold a training session from 7 PM- 9:30 PM at the New Baltimore Highway Garage berm, it's in the back. They are looking for approximately 15 participants. The dates they are requesting are February 15 weather permitting or February 22 weather permitting. Any other questions or comments on this Motion?

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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**Draft 2/9/16  
Approved 2/22/16**

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

**RESOLUTION 67-2016  
FEBRUARY 8, 2016**

**RESOLUTION TO AUTHORIZE THE TOWN OF NEW BALTIMORE TO  
PARTICIPATE IN COUNTY HIGHWAY PURCHASES**

***WHEREAS*** Greene County has contracted for certain highway materials, equipment and supplies for 2015 and has adopted Resolution No. 22-16 on January 20, 2016 authorizing municipalities to participate in County highway purchases.

***WHEREAS*** the Highway Superintendent will continue to follow the Procurement Policy adopted on January 1, 2016 and Amended on January 25, 2016.

***RESOLVED*** that the Town Board hereby authorizes the Highway Superintendent to purchase certain highway materials, equipment and supplies during the year 2016, subject to the rules heretofore and hereafter adopted by the County pursuant to Section 408-A of the County Law.

Motion by Supervisor Dellisanti seconded by Councilman Irving

**Supervisor Dellisanti:** Any questions or comments? Attached for your reading pleasure is the Greene County Resolution 22-16.

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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

**RESOLUTION 68-2016  
FEBRUARY 8, 2016**

**RESOLUTION TO ENTER INTO AGREEMENT WITH  
DELAWARE ENGINEERING, P.C. FOR PLANNING SERVICES FOR THE  
TOWN OF NEW BALTIMORE SEWER DISTRICT NO. 1  
SEWER SYSTEM IMPROVEMENT PROJECT**

***WHEREAS*** the Town Board of the Town of New Baltimore, Greene County, New York has previously appointed Delaware Engineering, P.C. for engineering services for wastewater treatment in the Town..

***WHEREAS*** engineering services will be required with the Town of New Baltimore Sewer District No. 1 Sewer System Improvement Project.

***RESOLVED*** that the Town Supervisor is authorized and directed to execute an agreement with Delaware Engineering, P.C. for engineering services for the Town of New Baltimore Sewer District No. 1 Sewer System Improvement Project as per the attached Agreement.

Motion by Supervisor Dellisanti seconded by Councilman Irving

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

PROFESSIONAL SERVICES AGREEMENT

Planning Services  
Wastewater Treatment System Improvement Project  
("PROJECT")

This Agreement is by and between

Town of New Baltimore ("CLIENT")  
3809 CR 51  
Hannacroix, NY 12087

and,

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

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall comply with the CWSRF funding requirements of EEO policy and MBE/WBE participation as set forth in Part IV. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-IV and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: Nicholas A. Dellisanti By: John K. Brust

Printed Name: Nicholas A. Dellisanti Printed Name: John K. Brust

Title: Town Supervisor Title: Principal

Date: 2-8-16 Date: January 25, 2016

**PART I  
ENGINEER'S RESPONSIBILITIES**

Engineer has been assisting Client in the technical evaluation of the Town of New Baltimore wastewater system including preparation of a Preliminary Engineering Report (PER), listing an improvement project on the Intended Use Plan (IUP) for the Clean Water State Revolving Fund (CWSRF) and design, regulatory approval, bid assistance, construction inspection and project close-out for improvements to the Mill Street Pump Station.

The Client's Wastewater System Improvement project is listed above the Subsidy Line for financing through the CWSRF program on the 2016 IUP and Engineer is assisting Client in preparing an application for financing through the CWSRF program.

This Engineer shall coordinate and prepare an Application for Financing through the CWSRF program, the tasks for which include but are not limited to:

1. Coordination with the Town Clerk and other officials to obtain data for the application.
2. Assistance in conducting SEQR for the project including preparation of Environmental Assessment Forms and other materials.
3. Assistance in obtaining a letter of No Effect from the State Office of Historic Preservation for the project.
4. Coordination with the Town's Bond Counsel and Local Counsel regarding necessary resolutions and action of the Board to advance the application process, including conduct of a hearing under the Town Law, increase authorization, and adoption of a bond resolution following a determination of significance under SEQR.
5. Coordination with the Town Clerk for proper notice of Town Board actions including SEQR, hearing, increase authorization and bond resolution.
6. Preparation of draft and final application packages and submission of final application to the CWSRF program.

The work outlined herein shall be conducted between December 2015 and March 2016.

PART II  
COMPENSATION, BILLING AND PAYMENT

Engineer shall conduct the scope of services and invoice Client on a time and materials basis once monthly in accordance with the rate schedule provided herein. Costs for these services shall not exceed \$15,000. Such costs are eligible for financing through the CWSRF program and may be sought for reimbursement by the Client upon closing on short term financing in the summer of 2016.

DELAWARE ENGINEERING, D.P.C.  
ENGINEERING RATE SCHEDULE  
YEAR 2016

Billing Category	Rate/Hour
Technical Typist / Administration	\$65 - \$75
Designer, Technician, Construction Inspector	\$85 - \$110
Senior Designer, Technician, Construction Inspector	\$105 - \$125
Senior Construction Manager	\$130 - \$150
GIS Specialist	\$105 - \$125
Engineer / Scientist / Planner I	\$105 - \$125
Engineer / Scientist / Planner II	\$125 - \$140
Engineer / Scientist / Planner III	\$130 - \$145
Senior Engineer / Scientist / Planner I	\$135 - \$150
Senior Engineer / Scientist / Planner II	\$145 - \$160
Senior Engineer / Scientist / Planner III	\$160 - \$180
Principal Engineer / Scientist	\$175 - \$195

Reimbursable Expenses:

1. Mileage

2. Travel Expenses (Lodging, Meals)

3. Telecommunications

4. FedEx, UPS, US Postal, Courier

5. Subcontract Management

6. Other allowable costs

7. In-house Printing:

@ Federal Rate

@ Federal Per Diem Rate

@ Cost

@ Cost

@ Cost

@ Cost (Plan Reproductions, Photographs, etc.)

B&W

Color

A size - 8½" x 11"

\$ 0.05

\$ 1.00

B size - 11" x 17"

\$ 0.10

\$ 2.00

D size - 24" x 36"

\$ 0.50

\$ 15.00

E size - 36" x 48"

\$ 1.00

\$ 30.00

other sizes

\$ 0.10/s.f.

\$ 2.50/s.f.

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Draft 2/9/16  
Approved 2/22/16

DELAWARE ENGINEERING, P.C.

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

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

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

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

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 30 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

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

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

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

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

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

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

PART III  
STANDARD TERMS AND CONDITIONS

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

12. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any claims, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by third parties, shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

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

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

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

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

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

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

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

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

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

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

Professional Services Agreement

Rev 11/12

Delaware Engineering, P.C.

January 24, 2016

**PART IV**

**STATE REVOLVING FUND (SRF) TERMS AND CONDITIONS  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE**

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

**DEFINED TERMS:**

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

The term "contractor", as used in this contract or subcontract, means, and applies to, all Service Providers, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.



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**Draft 2/9/16  
Approved 2/22/16**

The term “ESD” means the Empire State Development Corporation - Division of Minority and Women’s Business Development.

The term “Recipient” means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term “Service Providers” means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term “State” means the State of New York.

**INTERPRETATION:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

**REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:**

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Service Providers only), **prior to the execution of this contract.**

**Suspension/Debarment** - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:**

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**MWBE**

**MWBE Goals** - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract.

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**Draft 2/9/16  
Approved 2/22/16**

10/1/2012 - present	MWBE Combined Goal*
All Counties	20%

\*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor’s proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor’s approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If contractor’s application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports - MWBE Monthly Report** –Contractor agrees to submit a report to the Recipient by the 3<sup>rd</sup> business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

**EEO**

**EEO Workforce Staffing Plan** – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider’s total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

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**Approved 2/22/16**

**Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-Construction) Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

**Required Reports - EEO Workforce Utilization Reports – Applies to Construction Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

**Disadvantaged Business Enterprises** - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

**REMEDIES:**

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is

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found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

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**RESOLUTION 69-2016  
FEBRUARY 8, 2016**

**RESOLUTION TO ACCEPT DISTRIBUTION OF LANDFILL CLOSURE FUNDS**

**WHEREAS** the Town of New Baltimore adopted Resolution 168-2015 on December 14, 2015 authorizing the Supervisor to execute documents or take action to release a portion of landfill closure funds.

**WHEREAS** it was determined that the Town of New Baltimore's distribution of Landfill closure funds is \$33,520.

**RESOLVED** the Town of New Baltimore hereby accepts said distribution from the Town of Catskill, Check No. 1133, for \$33,520.

Motion by Supervisor Dellisanti seconded by Councilwoman VanEtten

**Supervisor Dellisanti:** This contract goes back to 1993 and it is anticipated that the Town will also receive an additional check in 2022 for approximately \$41,000 to close out the account and at that point the State of New York is responsible for the landfill. This \$33,000 check will go into our General Fund. Any other questions or comments?

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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

**RESOLUTION 70-2016  
FEBRUARY 8, 2016**

**RESOLUTION APPROVING AGREEMENT FOR EXPENDITURE OF HIGHWAY  
MONIES**

**RESOLVED**, that the attached Agreement for Expenditure of Highway Monies submitted by Highway Superintendent Denis Jordan (Highway 284 Agreement) is hereby approved.

Motion by Supervisor Dellisanti seconded by Councilman Briody

**Supervisor Dellisanti:** Attached you should have a copy of the 284 Agreement which uses the CHIPS money that we receive from the State, an additional \$180,000 that we set aside for general repairs. The roads that Mr. Jordan has targeted for repairing this year is Staco, Sunset, part of Alcove and Mt. Misery.

**Ellie Alfeld:** Do you know how much of Staco Road will be impacted; it's in dire need.

**Supervisor Dellisanti:** Approximately 4,000 feet; it's right in the document. Any other questions or comments?

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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**Draft 2/9/16  
Approved 2//16**

**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS  
Section 284 OF THE HIGHWAY LAW**

AGREEMENT between the Town Superintendent of Highways of the Town of New Baltimore, of Greene County, State of New York and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aide for the repair and improvement of highways, shall be expended as follows:

- 1. GENERAL REPAIRS. The sum of \$180,000.00 shall be set aside to be expended for primary work and general repairs upon 61 parts of miles of town highways, including sluices, culverts, trees and bridges having a span of less than five feet and boardwalks or the renewals thereof.
  
- 2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of town highways: \$142,263.00 CHIPS plus \$100,000 out of General Repair.
  - a) On the road commencing Staco and leading to Part of Staco, highway known as Road for a distance of approximately 4,000'; consisting of the following work: Paving installed, there shall be expended not over the sum of \$73,000.
  
  - b) On the road commencing Sunset to part of Alcove, Mount Misery to Albany County line, highway known as Road for a distance of approximately 9.000'; consisting of the following work: Paving installed, there shall be expended not over the sum of \$140,000.
  
- 3. All work and materials utilized in the above projects shall be obtained in accordance with the Town of New Baltimore Procurement Policy and public bidding requirements pursuant to New York State General Municipal Law Article 5A.

**Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_.**

_____ Supervisor	_____ Councilperson
_____ Councilperson	_____ Councilperson
_____ Town Superintendent of Highways	_____ Councilperson
_____ County Superintendent of Highways	

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and the Town Superintendent of Highways. One copy must be filed in the Town Clerk's Office and one copy in the Office of the County Superintendent of Highway. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

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**RESOLUTION 71-2016  
FEBRUARY 8, 2016**

**RESOLUTION TO APPROVE ADVERTISEMENT FOR SUMMER YOUTH  
PROGRAM DIRECTOR, ASSISTANT DIRECTOR, AND COUNSELORS**

**WHEREAS**, the Summer Youth Program has been provided to children who reside in the Town of New Baltimore for many years and the 2016 program is tentatively scheduled for July 11-August 5.

**WHEREAS**, the Summer Youth Program annually advertises for a Director, Assistant Director, and Counselors to administer this recreational and educational program.

**RESOLVED**, the wording for the advertisement has been approved by the Attorney for the Town and following approval from the Town Board; the advertisement will be submitted to the Town Clerk for publication in *The Daily Mail* for one week. Additional copies will be forwarded to the Cossackie-Athens Central School, Grapeville School, Greenville Central School, Ravena-Coeymans-Selkirk Central School, and post offices within the Town of New Baltimore.

**TOWN OF NEW BALTIMORE SEEKS SUMMER RECREATION  
DIRECTOR, ASSISTANT DIRECTOR AND COUNSELORS**

Director, Assistant Director, and Counselor positions are available for our annual recreation program from July 11-August 5, 2016 from 8:30 AM-12 Noon Monday-Friday. The Director will need to fundraise, plan and manage the program with an Assistant Director and Counselors. Please send cover letter/resume for Director/Assistant Director and applications for Counselors are available at [www.townofnewbaltimore.org](http://www.townofnewbaltimore.org) under "Parks" or at Town Hall and can be submitted to Councilwoman Shelly VanEtten, 3809 CR 51, Hannacroix, NY 12087 by 4 PM April 30.

Motion by Supervisor Dellisanti seconded by Councilwoman VanEtten

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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

**RESOLUTION 72-2016  
FEBRUARY 8, 2016**

**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 2016-02-01 to 2016-02-56, it is

**RESOLVED** that the Supervisor is hereby authorized to pay claims 2016-02-01 to 2016-02-56.

**BE IT FURTHER RESOLVED** that the Town Clerk will prepare an abstract and hold it for public review until March 31, 2016.

Motion by Supervisor Dellisanti seconded by Councilman Briody

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

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General \$661,119.04, Highway \$12,150.13, Sewer 1 \$1,908.54, Sewer 2 \$31.29, Lighting 1 \$1,728.58, Lighting 2 \$160.24, Total \$677,097.82

**Town Clerk Finke:** This General does include the payment to the fire companies for the taxes collected, so that's why this number is so very high.

**Upcoming Meetings**

- February 11, 2016 Planning Board Meeting at 7 PM
- February 14, 2016 Veterans Committee Luncheon at Cornell Hook & Ladder Fire Company on Gill Road at 12 PM
- February 17, 2016 Comprehensive Plan Meeting at 7 PM
- February 18, 2016 Friends of New Baltimore Recreation Meeting at 7 PM
- February 21, 2016 Slide Show Presentation by Ted Hilscher at Town Hall at 4 PM
- February 22, 2016 Town Board Work Meeting
- March 2, 2016 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- March 14, 2016 Town Board Regular Meeting
- March 16, 2016 Senior Citizen Committee at 1 PM
- March 23, 2016 Rabies Clinic at Medway-Grapeville Firehouse from 6-8 PM

**Public Comment Period/Community Events**

**Ellie Alfeld:** The luncheon at the Church Wednesday promptly at noon, goes on the tables at that time. Reservations would be appreciated, but not necessary; it's donation or free will only.

**Supervisor Dellisanti:** Mary Beth, do you have anything tonight?

**Mary Beth Bianconi:** I do; I have your application for financing. This is the end of this part of our long process. Thanks to Barbara, we have all of the information. This is our application to the Clean Water State Revolving Fund for the financing. This is what's considered a preliminary application. This is due on March 1. Obviously they would love it if we send it in sooner than that. It is complete; it is all documentation that you have seen before in many different forms, just in one place. A lot of this is SEQR documentation, your bond resolution, signoff from SHPO, that engineering services agreement that you just approved, there's unsigned copy in here, that will have to get signed. And there is a signature page in here. We would like you to review this, let us know if there are any comments or questions. At some point in the next week or so, we'd like to pick up a signed copy to get it to the State so we can make that submission. Again this is all things you've seen before, just not in the same format.

**Supervisor Dellisanti:** These are all the pieces that you gave us and now it's all in one packet. Is there an original you want to leave to sign?

**Mary Beth Bianconi:** If you sign one of these and scan it and send it back to us it will be good enough. Then we will just take the Draft off the front when everybody has a chance to take a look. Again, it's the same amounts of financing and all those kinds of things that we have been discussing. Just wanted to make sure I got it to you today so you could take a look at it.

**Councilman Ruso:** Do we need a resolution to authorize the Supervisor to sign for this?

**Mary Beth Bianconi:** In the bond resolution, the Supervisor was authorized to sign for this and for anything down the road. They do that thing so you don't have to keep doing resolutions for all the same kind of things over and over.

**Supervisor Dellisanti:** I want to thank you for all the hard work that you have been putting in on this.

**Mary Beth Bianconi:** I am very, very pleased that we've gotten to this point to advance the project.

**Supervisor Dellisanti:** I think there are a lot of people that are very thankful. Thank you.

**Ellie Alfeld:** You did well, Mary Beth. You really have.



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**Mary Beth Bianconi:** Thank you, we've been working really hard. Everyone has been working really hard. Barbara has been wonderful. Thank you all.

**Supervisor Dellisanti:** Anything else to come before the Board this evening?

Motion was made by Councilman Briody seconded by Councilwoman VanEtten to adjourn the meeting at 7:16 PM.

AYES: Dellisanti, Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Supervisor Dellisanti:** Thank you all.

Respectfully Submitted,

Barbara M. Finke  
Town Clerk