

**6:30 PM Public Meeting to Obtain Residents' Input Regarding Cannabis Retail
Dispensaries in the Town of New Baltimore**

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

**DECEMBER 13, 2021
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- November 22, 2021 Town Board Work Meeting

Public Comment Period

Correspondence

- Greene County Highway Superintendent, Highway Work Permit
- New York State Department of Transportation Speed Limit Reduction Schoolhouse Lane, Town of New Baltimore
- Greene County Economic Development, Tourism & Planning Agricultural District No. 124 Annual Review Public Hearing
- Champlain Hudson Power Express Project

New Business

- Resolution to Set Organizational Meeting Date
- Resolution Authorizing Supervisor to Execute Agreement with Columbia-Greene Humane Society
- Resolution Authorizing Supervisor to Sign an Agreement for IT Services
- Resolution to Authorize Councilmember VanEtten and Supervisor Ruso to Apply for a 2022 Greene County Youth Grant
- Resolution to Allow Training Credits for Planning Board and Zoning Board of Appeals Members
- Motion to Accept the Resignation of Heavy Motor Equipment Operator
- Audit of Claims

Upcoming Meetings

- December 24, 2021 Town Offices Closed for Christmas Holiday
- December 27, 2021 Town Board Work Meeting at 7 PM
- January 1, 2022 Town Board Organizational Meeting at 2 PM
- January 5, 2022 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- January 10, 2022 Town Board Regular Meeting at 7 PM
- January 13, 2022 Planning Board Meeting at 7 PM
- January 24, 2022 Town Board Work Meeting at 7 PM

Public Comment Period/Community Events

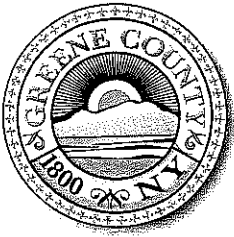
Adjournment

***** 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.

This policy will be amended by Majority vote of the Town Board.



**Greene County
Highway and Solid Waste
Department**

240 West Main Street
Post Office Box 485
Carskill, New York 12414

Scott R. Templeton
Superintendent

November 16, 2021

Town of New Baltimore Clerk
Barbara M. Finke
3809 CR 51
Hannacroix, NY 12087

RE: Greene County Highway Work Permit

Dear Ms. Finke:

With the recent surge of new construction within Greene County it has come to the attention of the Greene County Highway Department that many new driveways have been installed on county roads without completion of a Highway Work Permit, or approval issued by the county.

The Highway Work Permit is free of charge. It is required by any property owners or contractors installing a new driveway, or doing work within the county Right-of-way. The permit process ensures that all new driveways are installed in the best possible location; to confirm adequate sight distance, and that any storm water drainage impacts are properly mitigated, thus providing for the safety of the travelling public.

To obtain a Highway Work Permit, call the Greene County Highway Department offices at (518)-943-4600 or email a request to highway@discovergreene.com. Once an application has been received, Greene County personnel will conduct a sight visit to verify that the proposed driveway, or work within the Right-of-Way, may proceed as planned. If the county does not have the opportunity to conduct this review it may result in additional costs for property owners, and could in some cases require that a driveway entrance be moved.

Please inform all Code Enforcement officers and Local Planning Boards within your municipality of these requirements. Any questions may be directed to the Greene County Highway Department.

Respectfully,

Scott R. Templeton
Superintendent
Greene County Highway and Solid Waste

Cc: Jeff Ruso, Town of New Baltimore Supervisor

P: 518-943-4600 F: 518-943-3868



DiscoverGreene.com



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

November 24, 2021

Case #1200131

Mr. Scott Templeton
Superintendent
Greene County Highway Department
PO Box 485
Catskill, NY 12414

**Re: SPEED LIMIT REDUCTION
SCHOOLHOUSE LANE
TOWN OF NEW BALTIMORE
GREENE COUNTY**

Dear Mr. Templeton:

This is in response to your August 19, 2020 letter to our office regarding a speed limit reduction on Schoolhouse Lane in the Town of New Baltimore. We apologize for the extended length of time it has taken us to respond.

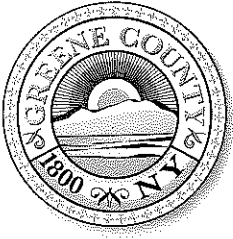
Currently, this highway is unposted and, therefore, governed by the statewide 55 MPH speed limit. Based on our review, we have determined that a 35 MPH speed limit is warranted on Schoolhouse Lane. We have written Notice of Orders, which are currently being filed with the Secretary of State. Upon receipt of this Order, you may arrange to have the appropriate speed limit signs installed in accordance with the 2009 MUTCD and NYS Supplement.

Thank you for bringing your concerns about this location to our attention. If you have any questions regarding this matter, please call Jim Corbett of this office at 518-457-5283.

Sincerely,

Mark Pyskadlo, PE, PTOE
Regional Traffic Engineer

cc: → B. Finke, Town Clerk, Town of New Baltimore



**Greene County
Economic Development,
Tourism & Planning**

411 Main Street, Suite 419
Catskill, New York 12414

Warren Hart
Director



**GREENE
BUSINESS**



DiscoverGreene.com

TO: Town and Village Clerks

FROM: Rich Schiafo, Principal Planner, Greene County Economic
Development, Tourism and Planning

SUBJECT: Agricultural District No. 124 Annual Review Public
Hearing

DATE: November 24, 2021

Please find enclosed a '**NOTICE OF PUBLIC HEARING ON REQUESTS
FOR INCLUSION OF LANDS IN AGRICULTURAL DISTRICT NO. 124**'

Please share this information with local elected officials.

Please take a moment and post this notice in a public area.

Thank you.

GREENE COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM & PLANNING

Greene County Office Building
411 Main Street
Catskill, New York 12414



Telephone: (518) 719-3290
Fax: (518) 719-3789
E-Mail: planning@discovergreene.com

**NOTICE OF PUBLIC HEARING ON REQUESTS FOR INCLUSION OF LANDS IN
AGRICULTURAL DISTRICT NO. 124**

NOTICE IS HEREBY GIVEN, that one or more requests for inclusion of predominantly viable agricultural land have been filed with the Greene County Legislature and referred to the Greene County Agricultural and Farmland Protection Board pursuant to Section 303-b of Article 25AA of NYS Agriculture and Markets Law, and a public hearing will be held by the County Legislature of Greene County, State of New York, in the Legislative Meeting Room, 4th Floor, County Office Building, 411 Main Street, Catskill, New York on the 15th day of December, 2021 at 6:25 p.m. to consider the report and recommendations of the Greene County Agricultural and Farmland Protection Board to add the following parcels, totaling 385.34 acres to Greene County Agricultural District No. 124:

Owner	Address	Town/Village	Parcel Number	Acres
John Falke	446 Falke Rd	Prattsville	108.00-5-10	129.06
John Falke	446 Falke Rd	Lexington	108.00-1-53	80.67
John Falke	235 Falke Rd	Prattsville	108.00-5-9	5.94
John Falke	235 Falke Rd	Lexington	108.00-1-52	169.67
TOTAL				385.34

Agricultural District 124 currently encompasses 819 parcels of approximately 40,985.35 acres within the Greene County Towns of Athens, Ashland, Cairo, Catskill, Coxsackie, Durham, Greenville, Halcott, Hunter, Jewett, Prattsville, Lexington, New Baltimore, and Windham, and the Villages of Athens, Catskill, Coxsackie, Hunter, and Tannersville (entire County of Greene), known as Agricultural District No. 124.

A description and map of the District, and proposed additions and recommendations of the Greene County Agricultural and Farmland Protection Board may be examined in the Office of the Clerk of the Greene County Legislature during regular business hours.

2021 Requests for Inclusion into Greene County Agricultural District No. 124 Not Approved by the Greene County Agricultural and Farmland Protection Board:

Owner	Address	Town/Village	Parcel Number	Acres
Siobhan Lavery	243 State RT 296	Windham	96.00-1-7.1	5.85
Lot Line Adjustment				
Curtis Barkman	Saybrook Valley Rd	Durham	10.00-2-37	59.66

All parties in interest and citizens will be heard by the County Legislature at the public hearing.

Jeff Ruso

From: Rick Chase <Rick.Chase@transmissiondevelopers.com>
Sent: Wednesday, December 1, 2021 10:11 AM
To:

Subject: Governor Hochul Announces Finalized Contracts for Clean Path NY and Champlain Hudson Power Express to Deliver Clean Renewable Energy from Upstate New York and Canada to New York City

I hope you all had a nice Thanksgiving holiday.

I thought I'd pass along a piece of good news relating to the Champlain Hudson Power Express Project (CHPE). Contracts were executed yesterday between Hydro Quebec and the New York State Energy Research and Development Authority to deliver renewable energy to New York City, and submitted to the Public Service Commission for approval. Contracts between HQ and CHPE were signed Monday providing for CHPE to be the pathway for getting the power to NYC. The PSC is expected to consider the contracts at its March 2022 meeting after a public comment period.

The Governor's press release can be found here: <https://www.governor.ny.gov/news/governor-hochul-announces-finalized-contracts-clean-path-ny-and-champlain-hudson-power-express>

Today's action is a significant step in making CHPE a reality and we look forward to working with our stakeholders to get the contracts over the finish line. Please feel free to pass this information along to your board members.

As always, please do not hesitate to contact me with any questions.

Regards,

Rick Chase
(518) 461-6836
Rick.chase@transmissiondevelopers.com

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 173-2021
DECEMBER 13, 2021**

RESOLUTION TO SET ORGANIZATIONAL MEETING DATE AND TIME

RESOLVED that the Town Board of the Town of New Baltimore will hold the 2022 Organizational Meeting on January 1, 2022 at 2 PM at the Town Hall, 3809 County Route 51, Hannacroix, NY 12087.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 174-2021
DECEMBER 13, 2021**

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

RESOLVED that the Town board does hereby authorize the Supervisor to execute an agreement with the Columbia-Greene Humane Society/SPCA for the period January 1-December 31, 2022 for shelter services at a rate of \$35 per dog per day for the first ten days of housing and \$300 will be added on the eleventh day where the dog will become the responsibility of the Columbia-Greene Humane Society/SPCA.



Columbia-Greene

HUMANE SOCIETY/SPCA

Celebrating Over 65 Years of Caring for Animals in Need

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

Phone (518) 828-6044 Fax (518) 828-7709

Website: www.cghs.org Email: info@cghs.org

Facebook: www.facebook.com/cghs.org

Chairperson of the Board

Charlene Marchand

1st Vice Chairperson

Peter Hogan, CPA

2nd Vice Chairperson

James Carlucci, Esq.

Treasurer

Scott Shallo, CPA, Esq.

Secretary

Gisela Marian

Members

Hollie Adams

Jennifer Donoghue

Robert Gibson, Esq.

Russ Gibson

Sharyn Richards-Marks

CGHS Medical Director

Jerry Bilinski, DVM

Veterinary Advisors

Barbara Clayton, DVM

Stefani Gagliardi, DVM

Molly Hunt, DVM

Bernardo Mongil, DVM

Danielle Sand, VMD

Honorary Life Members

Hollie Adams

Darlene Bilinski

Jerry Bilinski, DVM

Duncan Calhoun

Deborah Cohen

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Edgar M. Masters

Barbara McCullough

Jennifer Newton

Robert Newton

Katrina Perez

Ronald Perez Jr.

Brenda Schram

Charles Schram

Anne Weinberg

President & CEO

Ronald Perez Jr.

October 23, 2022

Dear Town, City, and Village Supervisors and Board Members:

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2022. Please read the contracts thoroughly. Our contract **will not be alterable** on a per-municipality basis.

Please note that our fee structure has not changed. Fee highlights are as follows:

- \$35 per dog, per day for the first ten days of housing. This will cover holding the dog for the entire course of its five-day redemption period mandated by the NYS Department of Agriculture and Markets law, as well as an additional five days to permit the owner to redeem their dog before it is eligible for adoption. This structure will benefit municipalities by staggering the housing cost depending on how quickly an animal is redeemed by its owner.
- On the eleventh day of housing, it will be assumed that the dog will not be redeemed by an owner, and it will become the responsibility and custody of CGHS/SPCA. A flat charge of \$300 will then be added to cover any and all services beyond the first ten days until the point of disposition.

Days that CGHS/SPCA is closed are exempted from the ten day period. If you should ever have any questions regarding our fee structure, please call us to be certain.

Please keep one copy of your contract on file for your records, and return the other signed copy to us no later than **December 31, 2021** in order for us to remain housing for you smoothly into the New Year. Municipalities with no contract on file for dog housing are subject to be placed in non-compliance by the NYS Department of Agriculture and Markets.

We are also requesting that you provide your most current impoundment fee structure, so we can verify our files to be correct. If you make any changes to either your impoundment fees or your Dog Control Officer, please notify us immediately so we can make the proper adjustments and transition your changes seamlessly.

The number of dogs coming in from your municipality from January 1, 2021 to October 31, 2021 has been provided for your budgetary needs. Thank you for your attention. Please contact me with any questions regarding our new fee structure at (518) 828-6044 ext. 107 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.
President and CEO

Columbia-Greene Humane Society/SPCA

Number of Dogs from Town of New Baltimore, January 1, 2021 to October 31, 2021: 0



Columbia-Greene
HUMANE SOCIETY/SPCA

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

Phone (518) 828-6044 Fax (518) 828-7709

Website: www.cghs.org Email: info@cghs.org

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Anne Weinberg

President & CEO

Ronald Perez Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The Town of

NEW BALTIMORE

THIS AGREEMENT is made for the period of January 1, 2022 through December 31, 2022, between the Town of NEW BALTIMORE, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

The Columbia-Greene Humane Society, Inc., a membership corporation existing under and by virtue of the laws of the State of New York, for the prevention of cruelty to and the protection of animals, having its principal place of business in the Town of Claverack, County of Columbia, State of New York, hereinafter referred to as the "Humane Society."

WITNESSETH:

That, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, the Humane Society, in consideration of payment to it by the Municipality of several sums of money herein agreed to be paid at the time and in the manner hereinafter more particularly described, hereby covenants and agrees for itself and its successors, as follows:

FIRST: That it will undertake, through its duly appointed agents, the impoundage of all unleashed, unlicensed, or untagged dogs brought to it by the Dog Control Officer (hereinafter referred to as the "DCO") of the Municipality, which have been found to have been running at large in violation of provision of Article 7 of the Agriculture and Markets Law of the State of New York and any existing local law enacted by the Municipality. It will also provide proper food and shelter for such dogs while in its possession until redeemed or otherwise disposed of pursuant to, and as provided in, Article 7 of the Agriculture and Markets Laws and any existing local law enacted by the Municipality.

SECOND: The Humane Society will provide and maintain a shelter for seized dogs; will properly care for all dogs in such a shelter; and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under care and charge of a competent employee and shall be open to the public at reasonable hours for the purpose of receiving applications for the redemption of dogs as provided by law. Such shelter shall be open daily between

the hours of 11:30 a.m. to 4:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

THIRD: The Humane Society and the Municipality will comply with the provisions of Article 7 of the Agriculture and Markets Law and with the applicable provisions of the Public Health Law of the State of New York and any rules and regulations promulgated thereto in relation to the seizure, holding care, redemption, and disposition of seized dogs. This Agreement applies to dogs seized under the provisions of Article 7 only. Any other animals seized for any reason or purpose, including but not limited to quarantine and cruelty cases, will be accepted at the sole discretion of the Humane Society, and shall be billed to the Municipality separately from the fee structures outlined in Paragraph Seventh, below.

FOURTH: The Municipality and the Humane Society each hereby reserve the right to cancel and declare this Agreement null and void at any time during the period of the same for reason of the failure of the Municipality or the Humane Society to perform any of the terms and conditions herein contained.

FIFTH: The Humane Society and the DCO for the Municipality will both file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by Article 7, §113 (sub. 4) of the NYS Department of Agriculture and Markets Law. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location. Redeemed dogs shall be licensed or have proof of a current license prior to leaving the custody of the Humane Society pursuant to Article 7, §117 (sub. 4) of the NYS Department of Agriculture and Markets Law. All licenses must be issued by the municipality wherein the dog's owner resides. The Humane Society will assist in obtaining necessary vaccinations for dogs eligible for redemption to facilitate municipal dog licensing; however, it is the sole responsibility of the redeemed dog's owner to obtain a license from their resident municipality before the dog can be released from the custody of the Humane Society. A tag shall not be considered proof of current license.

SIXTH: The Humane Society will remit all impoundment fees collected in carrying out the provisions of this Agreement to the Fiscal Officer of the Municipality, provided that there are no outstanding fees owed to the Humane Society from the Municipality. However, should the Municipality be negligent in paying contractual fees, the Humane Society may retain the impoundment fees in exchange for monies owed.

SEVENTH: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society according to the following fee structure:

1. For the first ten (10) days of impoundment, the Municipality will pay the Humane Society \$35 for each 24-hour period of impoundment.
2. If the impounded dog is not claimed by the 10th day of impoundment, the Municipality will be charged an additional \$300.
3. The Humane Society reserves the sole right to make all decisions regarding the dog's disposition. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.
4. All payments will be due upon receipt of an invoice, which will be mailed within the month following the month for which the invoice applies.

5. Any day on which the Humane Society is not open for any reason will be considered an excluded 24-hour period.

EIGHTH: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: In the case of an injured dog, the Municipality shall be separately responsible for any emergency veterinary care required.

TENTH: No liability in damages or otherwise shall be incurred by the Humane Society or the Municipality on account of seizure, surrender, euthanasia, or adoption pursuant to the provisions of Article 7.

ELEVENTH: If anyone other than the DCO brings a stray dog to the Humane Society, the Humane Society will notify the DCO and/or the Municipal Clerk of the Municipality in which the dog was found by telephone, and unless otherwise instructed, will subsequently accept the dog. The DCO shall appear at the shelter within twenty-four hours to complete all necessary paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113.

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 1, 2020.

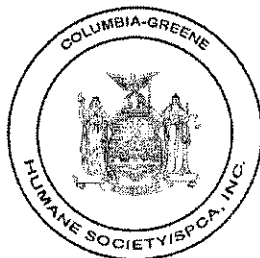
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: _____

Supervisor/Municipal Clerk

(Seal)

T/V/C of _____



(Seal)

By: _____

President and C.E.O.

Columbia-Greene Humane Society/SPCA

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 175-2021
DECEMBER 13, 2021**

**RESOLUTION AUTHORIZING SUPERVISOR TO SIGN
AN AGREEMENT FOR IT SERVICES**

WHEREAS the Town of New Baltimore will be utilizing professional IT Services for 2022.

WHEREAS the Attorney for the Town has determined that said services are considered professional services or services requiring special or technical skill, training or expertise according to the Town of New Baltimore Procurement Policy adopted January 1, 2021.

RESOLVED that the Town Supervisor is authorized to sign an agreement with Intelligent Technology Solutions, Inc. for IT Services until December 31, 2022.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made effective as of 01/01/2022 by and between Town of New Baltimore and i.t.s., inc., of 11786 State Route 9W, West Coxsackie, N.Y. 12192.

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

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

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Beginning on 01/01/2022, i.t.s. will provide the following services (collectively, the "Services"):

2022 Basic Annual Contract	Recurring	Qty	Ext. Recurring
Basic Service Contract (BSC) <ul style="list-style-type: none"> • 7% discount on all services • Up to 10 Computers or 9 Computers and 1 Physical Server • 5 x 10 Support • Mission Critical System Monitoring (1) • Unlimited Phone & Remote Support • Online Help Desk and Knowledgebase • Inventory Management and Reporting • Quarterly Maintenance of Workstations & Systems • SLA • 24 Hour Response Time for non-critical systems/issues • 12 Hour Response Time for critical systems/issues RATES: Standard Non-Emergency: \$102.30 Standard Emergency – Normal Business Hours \$102.30 Block Time: 5- Hour Increments \$99.00 After Hours Emergency & Holiday Remote: 1½ x Standard Billable Rate – 1/hr minimum After Hours Emergency & Holiday Onsite: 2 x Standard Billable Rate- 2/hr minimum Travel on all service visits: 50% of Standard Billable Rate	\$3,500.00	1	\$3,500.00
Annual Subtotal:			\$3,500.00

2022 Add-On Services	Recurring	Qty	Ext. Recurring
Managed Anti-Virus for PC	\$36.00	9	\$324.00
Windows Build Updates Annual per PC	\$75.00	9	\$675.00
CMS web maintenance plan Our Managed Web Maintenance Agreement budgets for one hour each quarter (4 hours a year) to backup your site, and keep the site/CMS up to date for security and performance reasons. Budgeting for the a year allows us to be proactive, applying updates as soon as released, despite the fact we cannot predict the timeline and volume of updates. There may be months without anything, but we will check at minimum each quarter, and take a backup. This would be billed the first quarter annually after the website's completion.	\$400.00	1	\$400.00
Annual Subtotal:			\$1,399.00

2022 Office 365	Recurring	Qty	Ext. Recurring
Microsoft O365 Business Essentials	\$60.00	6	\$360.00
Microsoft O365 Business Premium	\$150.00	10	\$1,500.00
Annual Subtotal:			\$1,860.00

2022 Remly Communications	Recurring	Qty	Ext. Recurring
Business Web Hosting 12GB Space 800GB transfer Dedicated 2 Spamguard Domains 250 email 5 Domains	\$239.88	1	\$239.88
Standard Domain Name Registration Registration for 1 Year 1. townofnewbaltimore.org 2. townofnewbaltimore.com	\$19.99	2	\$39.98
VEEAM Backup Agent VEEAM offsite backup in i.t.s. datacenter. This includes 100GB of space. All space is pooled per tenant.	\$300.00	3	\$900.00
Annual Subtotal:			\$1,179.86

2022 Service Level Agreements

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

- **GENERAL** – Guaranteed a 24 Hour Response Time

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

2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by i.t.s. shall be determined by i.t.s. and Town of New Baltimore. In the event of an emergency where Town of New Baltimore is unavailable for approval, i.t.s. has the authority to respond appropriately and be compensated.
3. **PAYMENT.** Town of New Baltimore agrees to pay the quoted amount for the services outlined in this contract **\$7938.86**. This contract can be billed Annually, Quarterly or Monthly.
4. **EXPENSE REIMBURSEMENT.** i.t.s. shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from except when directed and agreed to by Town of New Baltimore.
5. **SUPPORT SERVICES.** Town of New Baltimore will not provide support services, including secretarial services, for the benefit of i.t.s.
6. **TERM/TERMINATION.** This Agreement shall renew annually and be amended based on current technology and needs on the last day of the year commencing with NEXT YEAR'S CONTRACT DATE unless written notice is received 45 Business days in advance by Town of New Baltimore i.t.s. agrees to give Town of New Baltimore a minimum of 90 Business days written notice if i.t.s. has to or chooses to terminate this agreement.
7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that i.t.s. is an independent contractor with respect to Town of New Baltimore and not an employee of Town of New Baltimore. Town of New Baltimore will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of i.t.s.
8. **EMPLOYEES.** i.t.s., inc.'s employees, if any, who perform services for Town of New Baltimore under this Agreement, shall also be bound by the provisions of this Agreement.
9. **ASSIGNMENT.** i.t.s.'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Town of New Baltimore.
10. **CONFIDENTIALITY.** i.t.s. recognizes that Town of New Baltimore as and will have the following information: - Business Affairs and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Town of New Baltimore and need to be protected from improper disclosure. In consideration for the disclosure of the Information, i.t.s. agrees that i.t.s. will not at any time or in any manner, either directly or indirectly, use any Information for i.t.s.'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Town of New Baltimore i.t.s. will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

*** All matters of confidentiality that are not covered in this agreement shall be kept in full enforcement by the additionally signed non-disclosure/confidentially agreement.*
11. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
12. **PROPRIETARY RIGHTS.** All right, title, and interest in and to all source code, object code and related documentation, and all rights in copyrights developed by i.t.s., inc. while performing pursuant to the Agreement, shall remain at all times the property of i.t.s.
13. **RETURN OF RECORDS.** Upon termination of this Agreement, i.t.s. shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in i.t.s.'s possession or under i.t.s.'s control and that are Town of New Baltimore property or relate to Town of New Baltimore business.

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

IF for: Town of New Baltimore

Town of New Baltimore

Attn: Jeff Ruso

3809 County Route 51

Hannacroix, NY 12087

IF for intelligent technology solutions, inc.:

intelligent technology solutions, inc.

Attn: Joseph Wolodkevich

11786 State Route 9W

West Coxsackie, NY 12192

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

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

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

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

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

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

2022 Service Contract



Prepared by:
**intelligent technology solutions,
inc.**

Joseph Wolodkevich
518-731-9766 Ext. 103
Fax 5187319767
jwolodkevich@itsyourit.com

Prepared for:
Town of New Baltimore

3809 County Route 51
Hannacroix, NY 12087
Jeff Ruso
(518) 337-9238
jruso@townofnewbaltimore.org

Quote Information:

Quote #: JW004233

Version: 1
Delivery Date: 11/30/2021
Expiration Date: 12/31/2021

Annual Expenses Summary

Description	Amount
2022 Basic Annual Contract	\$3,500.00
2022 Add-On Services	\$1,399.00
2022 Office 365	\$1,860.00
2022 Remly Communications	\$1,179.86
Annual Total:	\$7,938.86

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

intelligent technology solutions, inc.

Town of New Baltimore

Signature: _____

Name: Joseph Wolodkevich

Title: President

Date: 11/30/2021

Signature: _____

Name: Jeff Ruso

Date: _____

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 176-2021
DECEMBER 13, 2021**

**RESOLUTION AUTHORIZING COUNCILMEMBER VANETTEN AND
SUPERVISOR RUSO TO APPLY FOR 2022 GREENE COUNTY YOUTH GRANT**

RESOLVED that Councilmember Shelly VanEtten and Supervisor Jeffry Ruso, Chair and Member of the Youth, Parks and Recreation Committee and the Grants/Promotions/Economic Development Committee, are authorized to apply for a 2022 Greene County Youth Grant if available.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 177-2021

DECEMBER 13, 2021

**RESOLUTION TO ALLOW TRAINING CREDIT FOR
PLANNING BOARD AND ZONING BOARD OF APPEALS MEMBERS**

WHEREAS, NYS Town Law Sections 267 and 271 require members of Planning Boards and Zoning Boards of Appeals by state statute to obtain four hours of training per year,

AND WHEREAS, in March 2020 a State Of Emergency was declared by Governor Cuomo which significantly altered the available training schedules and methods, placing an undue burden on members to satisfy training requirements,

AND WHEREAS, the NYS Department of State Local Government Services does include pre-recorded online webinars related to land use planning and regulation and local governance and procedure in their offerings, but is unable to provide certificates for those looking for credit for having viewed recorded webinars,

AND WHEREAS, the Town of New Baltimore Town Board has the authority to ultimately determine how their local officials may obtain training,

AND WHEREAS, recorded webinars may range from 1 to 3 hours in length,

BE IT RESOLVED, any member of the Town of New Baltimore Planning Board, or Zoning Board of Appeals who submits attestation to having viewed a related webinar in its entirety shall be recorded as having received 1.5 hours of training credit, for each instance, toward their annual training requirement.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 178-2021
DECEMBER 13, 2021**

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 2021-12-01 to 2021-12-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2021-12-01 to 2021-12-,

BE IT FURTHER RESOLVED that the Town Clerk will prepare an Abstract and hold it for public review until January 30, 2022.