

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

**MAY 9, 2022
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- April 25, 2022 Town Board Work Meeting

Public Comment Period

New Business

- Resolution of the Town of New Baltimore Authorizing the Supervisor to Enter into an Agreement with Greene County Outlaws, Inc. d/b/a Greene County Outlaws Baseball, to Use and Maintain the Town Baseball Field Located at 1508 CR 54, Hannacroix
- Resolution for Authorization and Appropriation of Funding for Town Hall Accessibility Improvements 2022
- Resolution Approving Amended Agreement for Expenditure of Highway Monies
- Resolution to Authorize the Highway Superintendent to Purchase Fuel Oil Per Greene County Resolution
- Motion to Reschedule June Regular Meeting from June 13 to June 15, 2022
- Audit of Claims

Upcoming Meetings

- May 12, 2022 Planning Board Meeting at 7 PM
- May 23, 2022 Public Hearing on at 6:45 PM
- May 23, 2022 Town Board Work Meeting at 7 PM
- May 30, 2022 Town Offices Closed for Memorial Day
- June 1, 2022 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- June 4-5 AgFest at VanEtten Farm
- June 9, 2022 Planning Board Meeting at 7 PM
- June 15, 2022 Town Board Regular Meeting at 7 PM
- June 27, 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.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 91-2022
MAY 9, 2022**

**RESOLUTION OF THE TOWN OF NEW BALTIMORE
AUTHORIZING THE SUPERVISOR TO ENTER
INTO AN AGREEMENT WITH GREENE COUNTY OUTLAWS, INC. d/b/a GREENE
COUNTY OUTLAWS BASEBALL, TO USE AND MAINTAIN THE TOWN BASEBALL
FIELDS LOCATED AT 1508 CR 54 AND 3 OLD KINGS ROAD, HANNACROIX**

WHEREAS, the Town Board of the Town of New Baltimore (hereinafter referred to as the "Town") has received a request from Greene County Outlaws, Inc., more commonly referred to as Greene County Outlaws Baseball, to renew its Agreement with the Town, which has expired, to use and maintain the baseball fields located at 1508 CR 54 and 3 Old Kings Road, Hannacroix, which will be open to public and will be a betterment to and recreational opportunity for the public and the members of the Outlaw Baseball; and

WHEREAS, the Town previously reviewed the request in conjunction with the NYS Town Law §64 (7) and the Town's Park Use Permit and Procedure, declared itself Lead Agency of the within proposal and issued a Negative Declaration finding that no substantial environmental impact would arise from the project, and further conducted a site review of the proposal and determined that the proposal adequately meets each of the potential review standards, which are found in the Town's Site Plan Review Law; and

WHEREAS, nothing has changed with respect to the use and maintenance previously approved,

NOW THEREFORE, it is hereby

RESOLVED, that the Town agrees to permit the Greene County Outlaws Baseball to use and maintain the subject baseball fields under the terms and conditions set forth in the previously submitted application materials, and as memorialized in the proposed Agreement attached hereto; and it is further

RESOLVED, that the Town Supervisor has the authority to enter into the Agreement on behalf of the Town, whose signature is to be attested to by the Town Clerk; and it is further

RESOLVED, that the Agreement shall be executed in duplicate, and one original, along with the appropriate insurance certificates shall be kept on file with the Town Clerk.

**AGREEMENT TO USE AND MAINTAIN
THE TOWN OF NEW BALTIMORE BASEBALL FIELD**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the TOWN OF NEW BALTIMORE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 3809 CR 51, Hannacroix, NY 12087 ("the town"), and GREENE COUNTY OUTLAWS, INC. (D/B/A GREENE COUNTY OUTLAWS BASEBALL), a NYS not for profit corporation with an address of 265 CR 51, Coxsackie, NY 12051 ("the User"):

WITNESSETH, that the Town and the User, for the consideration hereinafter named, agree as follows:

ARTICLE 1. PURPOSE

The User, a travel youth baseball organization serving predominantly the residents of Greene County, desires to use the Town of New Baltimore's baseball fields located at 1508 County Route 54 and 3 Old Kings Road, Hannacroix, NY ("ball fields") as part of its youth baseball program for children ages 7 - 12.

ARTICLE 2. CONSIDERATION

In consideration of use of the ball field, the User agrees to:

1. Prepare the ball field prior to the inception of use by the youth baseball program
Generally maintain the ball fields for use throughout the spring, summer and fall
2. Prepare the ball fields on a daily basis when being used by the youth baseball program
3. Furnish equipment and other ancillary items necessary for the youth baseball coordinated under the Town's youth program.

Sections 1, 2 and 3 above shall include, but not be limited to cutting grass in both the infields and outfields, maintenance and repair of the scoreboard, cleaning and maintenance of the dugouts, and removal of all garbage collected during use of the fields

ARTICLE 3. INSURANCE

The User shall not be permitted to perform any work on the ball fields or use the ball fields as part of its youth baseball program until it has obtained the following insurance, which shall be for the duration of this Agreement and shall be approved by the Town Supervisor:

1. Worker's Compensation Insurance for its employees who as assigned to perform the work hereunder
2. General Liability and Property Damage Insurance, naming the Town as additional insured, covering claims for damages for personal injury, including accidental death,

as well as claims for property damage which may arise from the activities permitted under this contract. The General Liability Insurance shall be in an amount not less than \$500,000 for injuries, including wrongful and/or accidental death to any one person and subject to the same limit for each person, and in an amount not less than \$1,000,000 on account of any on occurrence. Property Damage Insurance shall be in an amount not less than \$300,000 for damage occurring during the time period of this Agreement.

ARTICLE 4. PERIOD OF EFFECTIVENESS

This Agreement shall be effective for twenty months, beginning April 1, 2022 and expiring November 30, 2024. This Agreement may be renewed by the Town on a formal written request by the User for 20 month periods for up to 5 additional periods. In the event that the User notified the Town in writing of its desire to renew this Agreement, The Town shall be authorized to renew the Agreement by Resolution.

ARTICLE 5. TERMINATION

The Town may terminate this Agreement upon 30 days notice if the User is in violation or default of any of the provisions herein, or if there is any physical altercation or intervention of law enforcement during the period of use.

ARTICLE 6. REPORTING

1. Any accident that occurred during the User's use of the ball field shall be reported to the office of the Town Supervisor as soon as possible, or if not occurring during normal business hours, no later than 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.
2. Any physical altercation occurring on the ball fields, or any matter which required the presence of law enforcement, shall be reported immediately to the office of the Town Supervisor, or, if not occurring during normal business hours, no later than 24 hours from the time of such accident. Such occurrence may result in the Town terminating this Agreement.

Failure to report, as mandated herein, shall be a violation of this Agreement.

ARTICLE 7. PERMITS AND REGULATIONS

The User shall be responsible to procure and pay for any and all permits and licenses necessary for the work to be performed hereunder and the use of said ball fields in the manner allowed.

ARTICLE 8. INDEMNITY AND HOLD HARMLESS AGREEMENT

The User agrees to indemnify and hold harmless the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and/or employees arising from the negligence or malfeasance, active or passive, of the User or its agents.

ARTICLE 9. ASSIGNMENT

This User is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

ARTICLE 10. NOTICES

All notice and payments required hereunder shall be addressed as follows, or to any such other addresses as may hereinafter be designated in writing by either party hereto, and shall be sent by certified mail, return receipt requested:

TOWN: Town of New Baltimore, 3809 CR 51, Hannacroix, NY 12087

USER: Gregory Sager, President, Greene County Outlaws, Inc., 265 CR 51,
Coxsackie, NY 12051

ARTICLE 11. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless the same is in writing and signed by the party waiving said breach. No such waiver shall have any affect on any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 12. MODIFICATION.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties. There shall be no oral modification of any term or provision herein.

ARTICLE 13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. Jurisdiction shall be limited to Greene County.

IN WITNESS WHEREOF, the parties, as duly authorized, have hereunto set their hands and seals on the day and year first written above.

TOWN OF NEW BALTIMORE
(D/B/A GREENE COUNTY OUTLAWS BASEBALL)

GREENE COUNTY OUTLAWS, INC.

BY: Jeffry Ruso, Supervisor
as authorized by Resolution No. 91-2022
of the Town Board of the Town of
New Baltimore

BY: Gregory Sager, President

Attested to:

Sworn to before me this
____ day of _____, 2022

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 92-2022
MAY 9, 2022**

**RESOLUTION FOR AUTHORIZATION AND APPROPRIATION
OF FUNDING FOR TOWN HALL ACCESSIBILITY IMPROVEMENTS 2022**

WHEREAS the Town Board authorizes Supervisor Ruso and Councilmember VanEtten to apply for a state-funded grant for Town Hall improvements.

WHEREAS, the Town of New Baltimore will apply for the State and Municipal Facilities Capital Program (SAM) through DASNY in the amount of \$150,000 to help finance the construction of the Town Hall Accessibility Improvement Project (the "Project"), and

WHEREAS, the SAM grant is a reimbursement-based grant program, and

NOW, THEREFORE, BE IT RESOLVED, the Supervisor of the Town of New Baltimore is authorized to undertake the Project, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute a Grant Disbursement Agreement (GDA) with DASNY and any and all other contracts, documents, and instruments necessary to bring about the project and to fulfill the Town of New Baltimore's obligations under the GDA, and

BE IT FURTHER RESOLVED, that the Town of New Baltimore authorizes and appropriates \$150,000 to pay for the upfront costs of the Project. The source of the funds shall be from the Town's Reserve Account.

**STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM
(SAM)
PROJECT INFORMATION SHEET**

SECTION 1: GENERAL INFORMATION

A. Project Name: New Baltimore Town Hall Improvements

Project Location(s) (e.g. DASNY campus): Project Address(es) (e.g. 515 Broadway):
 New Baltimore Town Hall 3809 County Route 51
Hannacroix, NY 12087

B. Organization / Grantee: Town of New Baltimore
 Legally Incorporated Name: Town of New Baltimore

Street (not P.O. Box): 3809 County Route 51

City: Zip: County: Hannacroix, NY 12087, Greene County

Phone: (518) 756-6671 Ext: 7 Fax: (518) 756-8880 E-mail: jruso@townofnewbaltimore.org

Contact Name & Title: Jeffry Ruso, Supervisor

Federal Taxpayer I.D. 14-6002328 Charity Reg.# (Non-profits Only): N/A

1. Type of Organization:

- | | |
|---|--|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Public Housing Authority |
| <input type="checkbox"/> State | <input type="checkbox"/> Public Library or Library System |
| <input checked="" type="checkbox"/> Municipal Corporation | <input type="checkbox"/> Fire District / Commission / Department / Volunteer Rescue & Ambulance Squad |
| <input type="checkbox"/> Water District | <input type="checkbox"/> Public Park Conservancy or Not-for-Profit Investment in Parks |
| <input type="checkbox"/> University / Educational Organization (SUNY, Community College, Private) | <input type="checkbox"/> Special Act School Districts |
| <input type="checkbox"/> Sewer District | <input type="checkbox"/> School for the Blind and Deaf and Other Students with Disabilities (4201 Schools) |
| <input type="checkbox"/> Metropolitan Transportation Authority Public | <input type="checkbox"/> Private School for Students with Disabilities (853 Schools) |
| <input type="checkbox"/> School District | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Public Benefit Corporation est. Titles 11, 11-A-D or as defined in S 4 of Ch. 1016 if the laws of 1969 | <input type="checkbox"/> Other |
- Please provide a copy of the Grantee's incorporation papers or charter from the NYS Education Department if applicable

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project? No Yes

b) Is the SAM Grant a match to receiving the Other New York State Assistance? No Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT DESCRIPTION**Project Description and Amount**

1. Please attach a **separate sheet** with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant. If multiple project locations and addresses, please list in project description.

2. Project Start Date: 12/1/22 Anticipated Date of Project Completion: 12/31/23

3. Please list the anticipated amount of funding to be received from the SAM Program for this project.
 \$ 150,000.00

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.	
5. Does the Applicant own the site where the project will be located?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<u>If Yes</u> , please provide the deed.	
<u>If No</u> , please attach a separate sheet describing the control the Applicant has over the Project site and include lease if applicable.	
6. Does the applicant plan to occupy 100% of the project facility?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<u>If No</u> , attach a schedule explaining the planned occupancy.	
7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization. NOT APPLICABLE	
8. Does the project require environmental or other regulatory permits? <u>If Yes</u> , please specify type:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Have they been secured?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA
<u>If No</u> , please specify why:	
9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA
<u>If Yes</u> , please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.	
SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING	
1. Has the applicant previously received financing from the sale of tax-exempt bonds for <u>this project</u> ?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , attach a schedule describing the details of such financing.	
2. Does the applicant anticipate applying for financing for <u>this project</u> from the sale of other bonds?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , attach a schedule showing details of such disbursements (date, purpose, payee, etc.).	
4. Will the Grantee be utilizing internal labor for any portion of the project?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will <u>not</u> be reimbursed from SAM Grant proceeds.	
5. Is the grantee or project location(s) owned or affiliated with a state related entity (e.g. public benefit corporation, entity with governance appointed by Governor of NYS)? If yes please attach explanation.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<i>USE OF FUNDS</i>	<i>SOURCES</i>						<i>TOTAL</i>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
Engineering, Design & Construction Services	Delaware Engineering	\$ 25,000.00					\$ 25,000.00
Site Work	TBD	\$ 15,000.00					\$ 15,000.00
Construction	TBD	\$ 110,000.00					\$ 110,000.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
Total:		\$ 150,000.00		\$ 0.00		\$ 0.00	\$ 150,000.00

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Please sign and return these documents from the Grantee's organizational email address. Retain the original copies for production, if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature of Authorized Officer

Jeffry Ruso

Print Name

Supervisor, Town of New Baltimore

Title

Date

Print Form



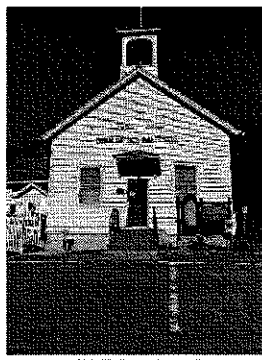

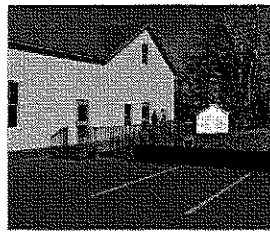
Town of New Baltimore, Greene County, New York

Town Hall Accessibility Improvements 2022

The Town of New Baltimore, in northern Greene County, is located between the foothills of New York State's Catskill Mountain region and the Hudson River. The Town Hall is located on County Route 51 approximately 1 mile west of Route 9W. The Town Hall is home to the Town Clerk's office, Town Assessor, Town Supervisor and Town Court among other important Town officials and is also the home of the Greene County Sheriff Satellite office. The Town Board and Planning Board hold regular monthly meetings in the Town Hall meeting room. Organizations and individuals can also apply for use of the facility.

Accessibility to the Town Hall is envisioned to be improved through construction of a new side entrance to New Baltimore Town Hall including removal of the existing stairs and construction of new stairs and walkway as well as a new ramp connecting to a new platform for a fully ADA compliant entrance to the building. Safety railings will be provided as will connections to the parking area.

Improvements to the Town Hall Main Entrance to the Clerk's office may include removal of the existing stair and ramp with construction of new stairs, platform and railings, and new connections to the sidewalk and driveway. In addition, the existing deteriorated Front Entrance stairs will be removed and replaced to provide attractive, safe access to the meeting room.

 <p>EXISTING MAIN ENTRANCE</p>	 <p>EXISTING SIDE ENTRANCE</p>	 <p>EXISTING FRONT ENTRANCE</p>	<div style="font-size: small; text-align: center;"> 11/2021 NEW YORK STATE PROFESSIONAL ENGINEERING DEPARTMENT STATE OF NEW YORK ENGINEERING, D.S.C. 215 WEST WASHINGTON STREET ALBANY, NY 12242-5400 (518) 474-4100 www.eng.nysed.gov </div> <div style="font-size: small; text-align: center;"> NEW YORK STATE PROFESSIONAL ARCHITECTS DEPARTMENT STATE OF NEW YORK ARCHITECTURE, D.S.C. 215 WEST WASHINGTON STREET ALBANY, NY 12242-5400 (518) 474-4100 www.arch.nysed.gov </div>
 <p>PROPOSED MAIN ENTRANCE</p>	 <p>PROPOSED ADA SIDE ENTRANCE</p>	<p>SCOPE OF WORK:</p> <ol style="list-style-type: none"> 1. MAIN ENTRANCE <ol style="list-style-type: none"> A. DEMOLITION AND DISPOSAL OF THE EXISTING STAIR AND RAMP STRUCTURE INCLUDING ALL HANDRAIL AND SUPPORTS. B. DEMOLITION AND DISPOSAL OF SIDE DOOR OF PORTER STRUCTURE. C. CONSTRUCTION OF NEW SUPPORTS, PLATFORM, STAIR, AND HANDRAIL TO ACCESS THE CONCRETE SIDEWALK SHOWING. D. CONSTRUCTION OF NEW TWO-WAY STAIR AND ASSOCIATED TRAPPING AT JUNCTION WITH DRIVEWAY. E. THIS ENTRY WILL NO LONGER BE ADA ACCESSIBLE. 2. SIDE ENTRANCE <ol style="list-style-type: none"> A. DEMOLITION AND DISPOSAL OF THE EXISTING STAIR AND HANDRAIL AND SUPPORTS. B. DEMOLITION AND DISPOSAL OF EXISTING GUTTER DOWNSPOUT INCLUDING RESULTING. C. CONSTRUCTION OF NEW SUPPORTS, PLATFORM, STAIR, AND HANDRAIL. D. CONSTRUCTION OF NEW RAMP AND CORRESPONDING SUPPORTS TO PROVIDE FULLY ADA COMPLIANT ENTRY. 3. FRONT SIDE RAMP <ol style="list-style-type: none"> A. DEMOLITION AND DISPOSAL AND REPLACEMENT OF ENTRY STAIRS TO FRONT OF STRUCTURE. <p style="font-size: x-small; text-align: center;"> ** ALL RENDERING ELEMENTS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE WITH THE ACTUAL DESIGN. </p>	
<div style="display: flex; justify-content: space-between; align-items: center;"> NEW BALTIMORE TOWN HALL 100 COUNTY ROAD 51 NEW BALTIMORE, NY 12054 PROPOSED RENDERINGS </div>			<div style="border: 1px solid black; padding: 2px; font-size: small;"> A101 </div>

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 93-2022

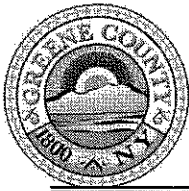
MAY 9, 2022

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
PURCHASE FUEL OIL PER GREENE COUNTY RESOLUTION 137-22**

WHEREAS on Greene County Legislature advertised for bids for the furnishing of fuel, tow bids were received, and the lowest responsible bidder meeting all specs was determined.

WHEREAS pursuant to Section 408-a of the New York State County Law, and any other political subdivisions, fire company or district may receive the Tank Car Price \$3.8426, Delivery Charge \$0.1350, Total Cost Per Gallon \$3.9776. The bid price is subject to increase or decrease during the Contract period corresponding with the changes in the reseller's posted tank car price at the port of Albany as published in the Oil Price Daily for the date of delivery.

RESOLVED the Town Board hereby authorizes the purchase of fuel oil at the contract price offered by Greene County Resolution 137-22 for one year from June 1, 2022 to May 31, 2023 from Bottini Fuel.



Resolution No. 137-22

Awarding Fuel Oil Bid

WHEREAS, the Clerk of the Legislature did advertise in the official newspapers on Thursday, March 17th, 2022 (Times Union) and Friday, March 18th, 2022 (Mountain Eagle) for bids for the furnishing of fuel oil for the year beginning June 1st, 2022 to May 31st, 2023 for use at three (3) locations in Greene County; and

WHEREAS, two (2) bids were received, opened and read publicly at 1:30 p.m. on Thursday, April 7th, 2022 and as a result thereof, it was determined that the lowest responsible bidder meeting all specs was:

Bottini Fuel
240 Ulster Avenue
Saugerties, NY 12477

Locations: County Office Building - Cairo; Rivertown Senior Center - Athens and Highway Garage - (Building 3) Ashland:

<u>Tank Car Price</u>	<u>Delivery Charge</u>	<u>Total Cost Per Gallon</u>
\$3.8426	\$0.1200	\$3.9626

and

any other political subdivision, fire company or district, pursuant to Section 408-a of New York State County Law:

<u>Tank Car Price</u>	<u>Delivery Charge</u>	<u>Total Cost Per Gallon</u>
\$3.8426	\$0.1350	\$3.9776

and

WHEREAS, the bid price shall be subject to increase or decrease during the Contract period corresponding with the changes in the reseller's posted tank car price at the Port of Albany as published in the Oil Price Daily (Formerly The Journal of Commerce) for the date of delivery;

NOW, THEREFORE, BE IT RESOLVED, that the bids for fuel oil for the year beginning June 1st, 2022 and ending May 31st, 2023 be and hereby are awarded as determined and outlined above.

ATTACHMENTS:

- Memo From Bill Smith Regarding Awarding Fuel Oil Bid - June 1, 2022 - May 31, 2023 (PDF)

Meeting History

04/11/22 Public Works **MOVED FOR ADOPTION**

RESULT:	MOVED FOR ADOPTION [UNANIMOUS]
MOVER:	Charles A. Martinez, Legislator / Budget Officer
SECONDER:	Patricia Handel, Legislator
AYES:	Thorington, Martinez, Hobart, Bulich, Handel, Legg, Linger, Luvera, Lennon

04/18/22 Finance **MOVED FOR ADOPTION**

RESULT:	MOVED FOR ADOPTION [UNANIMOUS]
MOVER:	Linda H. Overbaugh, Legislator
SECONDER:	Michael Bulich, Legislator
AYES:	Martinez, Hobart, Overbaugh, Bulich, Davis, Legg, Linger, Luvera, Lennon

Current Meeting

04/20/22 Greene County Legislature **ADOPTED**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles A. Martinez, Legislator/Budget Officer
SECONDER:	Patricia Handel, Legislator
AYES:	Bloomer, Bulich, Davis, Handel, Hobart, Legg, Lennon, Lucas, Luvera, Martinez, Overbaugh, Thorington, True, Linger

10,000
Ayes 14 Noes 0 Absent 0

APPROVED AS TO FORM
EDWARD I. KAPLAN, ESQ.
GREENE COUNTY ATTORNEY

- cc: All Departments via County Wide Share Point
 Buildings & Grounds - 2 Certified
 Sheriff
 Highway - 1 Certified
 Human Services
 All Town & Village Supervisors/Mayors/President, Clerks, Hwy Supts, Dept. of Public Works - Certified

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 94-2022
MAY 9, 2022**

**RESOLUTION APPROVING AMENDED AGREEMENT FOR
EXPENDITURE OF HIGHWAY MONEYS**

RESOLVED that the attached Amended Agreement for Expenditure of Highway Monies submitted by Highway Superintendent Alan VanWormer (Highway 284 Agreement) is hereby approved.

**AMENDED AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY MONEYS**

AGREEMENT between the Town Superintendent of the Town of New Baltimore, Greene County, 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 Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of **\$62,525** shall be set aside to be expended for primary work and general repairs upon **63.18** miles of town highways, including sluices, culverts 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:

a. On the road commencing at **County Route 51** and leading to **Hannacroix Creek Bridge**, a distance of **2 miles**, there shall be expended not over the sum of **\$253,575**.

Type: **Blacktop Overlay** Width of traveled surface: **20 feet**

Thickness: **1 ½ inches** Subbase: **N/A**

Hot mix pave Deans Mills Rd from County Route 51 for a distance of approximately 2 miles with 1.5 inches of Type 6 blacktop. To be paid by Chips.

b. On the road commencing at **State Route 9W** and leading to **State Route 9W**, a distance of **1.25 miles**, there shall be expended not over the sum of **\$136,787.50**.

Type: **Blacktop Overlay** Width of traveled surface: **20 feet**

Thickness: **1 ½ inches** Subbase: **N/A**

Hot mix pave Flatbush Rd from Route 9W to Route 9W a distance of approximately 1.25 miles with 1.5 inches Type 6 blacktop. To be paid by Chips, Pave NY, and EWR.

c. On the road commencing at **State Route 9W** and leading to **Flatbush Rd**, a distance of **165 feet**, there shall be expended not over the sum of **\$4,347**.

Type: **Blacktop Overlay** Width of traveled surface: **20 feet**

Thickness: **1 ½ inches** Subbase: **N/A**

Blacktop overlay 165 feet x 20 feet wide Taylor Rd from Route 9W to Flatbush Rd with Type 6 blacktop. To be paid by Chips, Pave NY, and balance from Budget DA 5110.4.

d. On the road commencing at **County Route 51** and leading to **Dead End**, a distance of **550 feet**, there shall be expended not over the sum of **\$5,433.75**.

Type: **Blacktop Overlay** Width of traveled surface: **14 feet**

Thickness: **1 ½ inches** Subbase: **N/A**

Blacktop overlay approximately 550 feet of Hadley Drive from County Route 51 to Dead End. To be paid from Budget line DA 5110.4.

Executed in duplicate this 9th day of May, 2022

Supervisor

Councilmember

Councilmember

Councilmember

Councilmember

Town Superintendent of Highways

County Superintendent of Highways

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

Paving Breakdown for 2022

Deans Mill Road	\$253,575.00
Flatbush Road	\$126,787.50
Taylor Road	\$4,347.00
Hadley Drive	\$5,433.75

Total \$390,143.25

Chips	\$184,898.69
EWR	\$42,588.67
Pave NY	\$48,725.52
POP	\$32,483.68
Carry Over (2021)	\$55,436.98

Total \$364,133.54

From DA511.4 \$30,000

Total \$394,143.25

Total Paving \$390,143.25

Balance \$4,000.00



April 25, 2022

Mr. Alan Van Wormer, Highway Superintendent
Town of New Baltimore
3809 County Rte 51
Hannacroix, NY 12087

RE: 2022 Paving Projects

Alan:

As per your request, we are pleased to provide you with the following prices for paving on various Town roads.

The following will be the scope of work for all road

- One mobilization to project
- Furnish and Install True and Levelling Course, as needed
- Furnish and Install approx. 1.5" Type 6 Top

Deans Mills Road Approx. 12,082' x 20'
Estimated 3,500 Tons
Flatbush Road Approx. 6,000' x 20'
Estimated 1,750 Tons
Taylor Road Approx. 165' x 20'
Estimated 60 Tons
Hadley Road Approx. 550' x 14'
Estimated 75 Tons

Estimated Total: 5,385 Tons

UNIT PRICE: \$ 72.45 / TON

The Town will be responsible for the following:

- Cut keyways as necessary for smooth transitions
- Clean pavement as required
- All necessary Maintenance and Protection of traffic
- Supply of water for the asphalt rollers

*
390,143.25

If you have any questions or wish to schedule this work, please contact me at your earliest convenience at (518) 374-2222 ext. 72027.

Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212-5097

T +1 (518) 374 2222

www.callanan.com

Supervisor Ruso: I would like to make a Motion to reschedule the June Regular Meeting from Monday, June 13 to Wednesday, June 15 at 7 PM. Do I have a second?

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 95-2022

MAY 9, 2022

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 2022-05-01 to 2022-05-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2022-05-01 to 2022-05-,

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