

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

**DECEMBER 12, 2022
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- November 14, 2022 Town Board Regular Meeting
- November 28, 2022 Town Board Work Meeting

Public Comment Period

New Business

- Resolution to Set Organizational Meeting Date
- Resolution Authorizing Supervisor to Execute Agreement with Columbia-Greene Humane Society
- Resolution to Authorize Councilmember VanEtten and Supervisor Ruso to Apply for a 2023 Bank of Greene County Veterans and Youth Grant
- Resolution to Establish Sewer District #1 Use Charges for 2023
- Resolution to Establish Water District #2 Use Charges for 2023
- Resolution to Establish Water District #3 Use Charges for 2023
- Audit of Claims

Upcoming Meetings

- December 26, 2022 Town Offices Closed for Christmas Holiday
- December 28, 2022 Town Board Work Meeting at 7 PM
- January 1, 2023 Town Board Organizational Meeting at 2 PM
- January 2, 2023 Town Offices Closed for New Year's Holiday
- January 4, 2023 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- January 9, 2023 Town Board Regular Meeting at 7 PM
- January 12, 2023 Planning Board Meeting at 7 PM
- January 23, 2023 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 160-2022
DECEMBER 9, 2022**

RESOLUTION TO SET ORGANIZATIONAL MEETING DATE AND TIME

RESOLVED that the Town Board of the Town of New Baltimore will hold the 2023 Organizational Meeting on January 1, 2023 at 2 PM at the Town Hall, 3809 County Route 51, Hannacroix, NY 12087.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 161-2022

DECEMBER 13, 2022

**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, 2023 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.



Celebrating Over 65 Years of Caring for Animals in Need

Chairperson of the Board

Charlene Marchand

November 8, 2022

1st Vice Chairperson

James Carlucci, Esq.

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

2nd Vice Chairperson

Robert Gibson, Esq.

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2023. Please read the contracts thoroughly. They are not negotiable and will not be alterable on an individual+ basis. Please do not send revisions.

Treasurer

Scott Shallo, CPA, Esq.

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

Secretary

Gisela Marian

- \$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.

Members

Hollie Adams
Jennifer Donoghue
Russ Gibson
Peter Hogan, CPA
Sharyn Richards-Marks

- 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.

CGHS Medical Director

Jerry Bilinski, DVM

Please remember that this fee structure applies to Article 7 housing only. Animals brought in under cruelty circumstances must be approved prior to intake and will have fees determined on a per-case basis. If you should ever have any questions regarding our fee structure, please call us to be certain.

Veterinary Advisors

Barbara Clayton, DVM
Stefani Gagliardi, DVM
Bernardo Mongil, DVM
Danielle Sand, VMD

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, 2022** 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.

Honorary Life Members

Hollie Adams
Darlene Bilinski
Jerry Bilinski, DVM
Duncan Calhoun
Deborah Cohen
Russ Gibson
Sharon E. Grubin
Elaine Gruener
Eric Hannay
Patricia Kenehan
Jane Krebs
Jim Krebs
Charlene Marchand
Gisela Marian
Edgar M. Masters
Barbara McCullough
Jennifer Newton
Robert Newton
Katrina Perez
Ronald Perez Jr.
Brenda Schram
Charles Schram
Anne Weinberg

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, 2022 to October 31, 2022 has been provided for your budgetary needs. Thank you for your attention. Please contact me with any questions regarding our fees at (518) 828-6044 ext. 107 or at ronperez@cghs.org.

Sincerely, _

President & CEO

Ronald Perez Jr.

Ronald Perez, Jr.
President and CEO

Columbia-Greene Humane Society/SPCA

Number of Dogs from Town of New Baltimore, January 1, 2022 to October 31, 2022: 0



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

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2nd Vice Chairperson

Robert Gibson, Esq.

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Brenda Schram

Charles Schram

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, 2023 through December 31, 2023, 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, 2022.

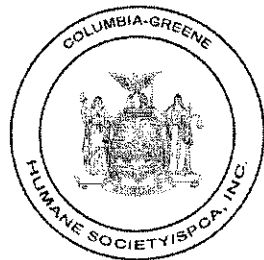
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: _____

Supervisor/Municipal Clerk

T/V/C of _____

(Seal)



(Seal)

By: _

President and C.E.O.

Columbia-Greene Humane Society/SPCA

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 162-2022

DECEMBER 12, 2022

**RESOLUTION AUTHORIZING COUNCILMEMBER VANETTEN AND
SUPERVISOR RUSO TO APPLY FOR 2023 BANK OF GREENE COUNTY
VETERANS AND YOUTH GRANT**

RESOLVED that Councilmember Shelly VanEtten and Supervisor Jeffrey Ruso, Chair and Member of the Youth, Parks and Recreation Committee and the Grants/Promotions/Economic Development Committee, are authorized to apply for a 2023 Bank of Greene County Veterans and Youth Grant.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 163-2022

DECEMBER 12, 2022

**RESOLUTION TO ESTABLISH SEWER DISTRICT #1
USE CHARGES FOR 2023**

WHEREAS the Town of New Baltimore Sewer District # 1 has accumulated an Unallocated Fund Balance in excess of \$350,000.

WHEREAS the Town Board had decided to deposit funds into the Sewer District Repair Reserve, pay off one loan early, and to utilize approximately \$75,000 of the excess to allow charges for all existing users for 2023 at approximately 50% charge per point.

WHEREAS the current charges per point have been \$26.774 for Sewer Use Fees, \$35.916 for Operation & Maintenance for a total of \$62.68 per point.

THEREFORE, BE IT RESOLVED that the Town of New Baltimore will charge each existing user \$13.387 per point for Sewer Use Fees, \$18.063 per point for Operations & Maintenance for a total of \$31.45 per point for 2023, providing a savings of \$31.23 per point.

BE IT FURTHER RESOLVED that any new users added to the Sewer District during 2023 will be charged the full rate of \$62.90 per point.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 164-2022
DECEMBER 12, 2022**

**RESOLUTION TO ESTABLISH WATER DISTRICT #2
USE CHARGES FOR 2023**

BE IT RESOLVED that the Town Board hereby establishes the following fees in accordance with the 2023 Budget for Water District #2:

Water Usage	As Per Meter
Debt Payment	\$157.00 Quarterly
Operation and Maintenance	\$20 Quarterly

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 165-2022

DECEMBER 12, 2022

**RESOLUTION TO ESTABLISH WATER DISTRICT #3
USE CHARGES FOR 2023**

BE IT RESOLVED that the Town Board hereby establishes the following fees in accordance with the 2023 Budget for Water District #3:

Water Usage	As Per Meter
Operation and Maintenance	\$20 Quarterly

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 166-2022

DECEMBER 12, 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 2022-12-01 to 2022-12-45, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2022-12-01 to 2022-12-45,

BE IT FURTHER RESOLVED that the Town Clerk will prepare an Abstract and hold it for public review until January 31, 2023