

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

**MARCH 14, 2022
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- February 28, 2022 Town Board Work Meeting

Public Comment Period

New Business

- Resolution to Adopt Supervisor's 2021 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- Resolution to Transfer Funds into the Highway Reserve Account
- Resolution to Transfer Funds into the Building Reserve Account
- Resolution to Transfer Funds into the Parks Reserve Account
- Resolution to Authorize Purchase of Hanover Crime Policy
- Resolution Authorizing the Town Supervisor to Execute Memorandum of Understanding with AgFest Committee
- Resolution Authorizing the Town Supervisor to Execute Lease Agreement with the VanEtten Family for AgFest
- Resolution to Approve Advertisement for Summer Youth Program Director, Assistant Director, and Counselors
- Resolution to Approve Repair at the Wastewater Treatment Plant
- Resolution to Authorize the Town Clerk to Attend the New York State Town Clerks Association Annual Conference in Albany, New York
- Resolution to approve Rental of Sweeper by Highway Department
- Resolution to Authorize the Highway Superintendent to Attend the 2022 Highway School in Ithaca, New York
- Resolution to approve One Year Grace Period for Expiring Building Permits
- Resolution to Appoint Temporary Town Justice
- Motion to Approve One Year Grace Period for Expiring Building Permits
- Audit of Claims

Upcoming Meetings

- March 28, 2022 Town Board Work Meeting at 7 PM
- April 6, 2022 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- April 11, 2022 Town Board Regular Meeting at 7 PM
- April 14, 2022 Planning Board Meeting at 7 PM
- April 25, 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 58-2022

MARCH 14, 2022

**RESOLUTION TO ADOPT SUPERVISOR'S 2021 ANNUAL FINANCIAL REPORT
UPDATE DOCUMENT SUBMITTED TO THE STATE COMPTROLLER AND ON
FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION**

WHEREAS the Supervisor shall submit to the Town Clerk, within ninety (90) days after the close of the fiscal year a copy of the Annual Financial Report to the State Comptroller, and that the Town Clerk shall place a notice that the report is on file in the Office of the Town Clerk, to be so published within ten (10) days after receipt thereof, in the official newspaper of the Town of New Baltimore. Said report was submitted by the Town's Bookkeeper in a form, approved by the State Comptroller on February 26, 2022.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 58-2022

MARCH 14, 2022

RESOLUTION TO TRANSFER FUNDS INTO THE HIGHWAY RESERVE ACCOUNT

WHEREAS the Town of New Baltimore has identified the need for a new plow truck to replace an older truck, and;

WHEREAS the Town of New Baltimore has ordered a new International Truck in August of 2021 at an estimated cost of \$208,000, and;

WHEREAS the Highway Reserve account currently has approximately \$95,000;

THEREFORE, BE IT RESOLVED. that the Town Board of the Town of New Baltimore authorizes the Town Supervisor to deposit into the Highway Reserve account an additional \$150,000 from the Highway Department Unallocated Fund Balance

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 60-2022
MARCH 14, 2022**

RESOLUTION TO TRANSFER FUNDS INTO THE BUILDING RESERVE ACCOUNT

WHEREAS the Town of New Baltimore has identified the need to fund for ongoing future building repairs, and;

WHEREAS the Town of New Baltimore has ended fiscal year 2021 with a sufficient surplus, and;

WHEREAS the Town Board recognizes that some of that surplus should be set aside for future building repairs and that the current \$48,000 in reserve should be supplemented;

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Baltimore authorizes the Town Supervisor to deposit into the Building Reserve account an additional \$40,000 from the General Fund Unallocated Fund Balance.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 61-2022

MARCH 14, 2022

RESOLUTION TO TRANSFER FUNDS INTO THE PARKS RESERVE ACCOUNT

WHEREAS the Town of New Baltimore has identified the need to fund for ongoing future park repairs, and;

WHEREAS the Town of New Baltimore has ended fiscal year 2021 with a sufficient surplus, and;

WHEREAS the Town Board recognizes that some of that surplus should be set aside for future park repairs and that the current \$13,000 in reserve should be supplemented;

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Baltimore authorizes the Town Supervisor to deposit into the Parks Reserve account an additional \$40,000 from the General Fund Unallocated Fund Balance.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 62-2022

MARCH 14, 2022

RESOLUTION TO AUTHORIZE PURCHASE OF HANOVER CRIME POLICY

WHEREAS the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to secure coverage of a Hanover Crime Policy through Marshall & Sterling effective March 5, 2022 for one year at a cost of \$1,396.

INVOICE

Marshall & Sterling Upstate, Inc.

300 Route 23B
Leeds, NY 12451

Customer	Town of New Baltimore
Account	23519
Date	02/04/2022
Customer Service	Leeds House Account Jill Williams
Page	1 of 1

Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087

Payment Information	
Invoice Summary	\$ 1,396.00
Payment Amount	
Payment for	Invoice#1874448
BDS1835151	

Thank You

Please detach and return with payment



Customer: Town of New Baltimore

Invoice	Effective	Transaction	Description	Amount
1874448	03/05/2022	Installment	Policy #BDS1835151 03/05/2020-03/05/2023 Hanover Insurance Crime - Annual Installment - 3/5/2022-3/5/2023 Due Date: 3/5/2022	1,396.00

	Total
	\$ 1,396.00

Thank You

Invoice due upon receipt. Your prompt payment is appreciated.

*To pay online, please visit marshallsterling.com and click the pay online button in the top right corner of the page.
Thank you!*

Marshall & Sterling Upstate, Inc. 300 Route 23B Leeds, NY 12451	(518)943-3900 csr24lds@marshallsterling.com	Date 02/04/2022
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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 63-2019

MARCH 14, 2022

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

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached Memorandum of Agreement with the AgFest Committee for 2022.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 14th day of March, 2022 by and between the Town of New Baltimore, a municipal corporation organized under the laws of the State of New York, and New Baltimore Antique Machinery and Agricultural Festival Association, aka AgFest Committee, a New York not-for-profit corporation ("AgFest Committee").

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

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

1. There shall be an AgFest in the Town to be held on June 3-June 5, 2022 at the VanEtten farm, New Baltimore, New York.
2. The Town shall be responsible for providing at its expense the following: a) general liability insurance in favor of the Town and AgFest, their officers, elected officials, etc.; b) picnic tables; c) electricity; d) trash collection; and e) porta-sans.
3. The AgFest Committee will be solely responsible for organizing and running the festival and for any necessary clean-up after the festival ends.
4. The AgFest Committee will coordinate the provision of electric service, trash pick-up, and arrange for porta-sans with vendors.
5. The AgFest Committee will pay all expenses associated with AgFest not otherwise paid by the Town as set forth above.

TOWN OF NEW BALTIMORE

DATED: March 14, 2022

**NEW BALTIMORE ANTIQUE
MACHINERY AND AGRICULTURAL
FESTIVAL ASSOCIATION**

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 64-2022

MARCH 14, 2022

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

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign attached lease agreement with Robert and Shelly VanEtten for 2022 AgFest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 14th day of March, 2022, by and between the Town of New Baltimore, a New York municipality, with an address of 3809 County Route 51, Hannacroix, New York 12087 (hereinafter called the "Tenant"), and Robert and Shelly VanEtten, with an address of 1314 Saw Mill Road, Ravena, New York 12143 (hereinafter called the "Landlord").

WITNESSETH:

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

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

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

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

1. Description of the Leased Premises. The property to be leased to Tenant is real property located at 1314 Saw Mill Road (the "Leased Premises").
2. Term. The term of the Lease shall commence on June 2, 2022 and end on June 7, 2022 at midnight.
3. Lawful Possession. The Landlord covenants that it is lawfully seized and in possession of the Leased Premises above described, and that it will put and keep Tenant in the peaceable possession thereof during the term of this Lease.

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

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

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

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

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

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

TENANT, TOWN OF NEW BALTIMORE

LANDLORD

Name: Jeffry R. Ruso
Title: Supervisor

Robert VanEtten

Shelly VanEtten

DATED: March 14, 2022

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 65-2022
MARCH 14, 2022**

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

WHEREAS the Summer Youth Program has been provided to children who reside in the Town of New Baltimore for many years and the 2022 program is tentatively scheduled for July 11- August 5.

WHEREAS the Summer Youth Program wishes to advertise for a Director, Assistant Director, and Counselors to administer this recreational and educational program.

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 66-2022

MARCH 14, 2022

**RESOLUTION TO APPROVE REPAIR AT THE
WASTEWATER TREATMENT PLANT**

WHEREAS a speed reducer/gear box has failed at the Wastewater Treatment Plant and must be replaced in order to ensure continued operation and achieve effluent requirements.

WHEREAS two quotes were procured and Delaware Engineering has made a recommendation that the Town accept the proposal from the lowest responsible bidder.

RESOLVED the Town of New Baltimore authorizes the Supervisor to sign the service proposal from Siewert Equipment at a cost \$8,073.



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Service Department:

Buffalo | Rochester | Albany

P - 518-629-3128

F - 518-272-4406

www.siewertequipment.com

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and Industry since 1949.*

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EMAIL / FAX TRANSMITTAL FORM

Date: Monday, March 7, 2022
To: Delaware Engineering (New Baltimore WWTP)
Attention: Robert Flores
Fax/Email: rflores@delawareengineering.com **Phone:** 518-469-8189
From: Roger Jaynes Jr.
Title: Service Supervisor

COMMENTS

Subject/Job: Service Proposal
Make/Model: Dodge TA3203H25
Serial Number: GV190858462
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.

Copy: Will Stradling

Total Number of Pages Including Cover:

4



A Division Of



100% Employee Owned

Service Proposal

Service Department

Buffalo | Rochester | Albany

Voice: 518-629-3128

Fax: 518-272-4406

Date: March 7, 2022

Make/Model: Dodge TA3203H25

Serial #: GV190858462

Proposal #: 32204

PO #:

To: Delaware Engineering (New Baltimore WWTP)

778 Route 144

New Baltimore, NY 12124

Attn: Robert Flores

Job: Service Proposal

Work/Solution Proposed

Customer requests SECO onsite to remove one damaged Dodge TA3203H25 tapered speed reducer and replace with a new Dodge TA3203H25 tapered speed reducer. SECO will also perform preventative maintenance on the other Dodge speed reducer currently in operation, to include greasing any grease points and changing the oil.

- 1.) Replace the aforementioned unit utilizing the attached parts list and in accordance with OEM tolerances & specifications. Genuine OEM replacement parts will be provided unless specifically noted otherwise.
- 2.) Customer is responsible for establishing a safe, clean and accessible work environment.
- 3.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
- 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 5.) Payment terms are Net 30 days. A 4% processing surcharge applies to all credit card orders. Merchant name on credit card statement will be Cummins-Wagner. This proposal is valid for 60 days and subject to attached terms and conditions.

Exclusions

- 1.) Any work not specifically described above.

PRICE FOR THIS WORK:

\$8,073

~ Repair lead time:

1-2 Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card*: (✓ one) MasterCard Visa American Express

Card # Expiration Security Code

Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.

Robert Flores

Delaware Engineering (New Baltimore WWTP)

Siewert Equipment Co. Inc.

Roger Jaynes Jr.

Signature:

Signature:

Name: Robert Flores

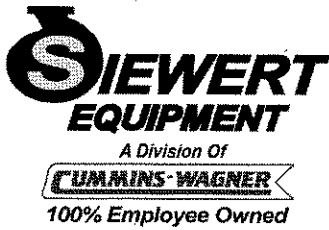
Name: Roger Jaynes Jr.

Title: Engineer

Title: Service Supervisor

Date: 3/8/22

Date: 3/7/2022



Parts List

Service Department
Buffalo | Rochester | Albany

Voice: 518-629-3128
Fax: 518-272-4406

Date: March 7, 2022
Make/Model: Dodge TA3203H25

Serial #: GV190858462
Proposal #: 32204
PO #: 0

To: Delaware Engineering (New Baltimore WWTP)
778 Route 144
New Baltimore, NY 12124
Attn: Robert Flores
Job:

<u>Material List</u>	
Quantity	Description
1	TA3203H25 Bushed Reducer
1	Bushing Kit
8	Gear oil

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 67-2022

MARCH 14, 2022

**RESOLUTION TO AUTHORIZE THE TOWN CLERK TO ATTEND THE
NEW YORK STATE TOWN CLERKS ASSOCIATION ANNUAL CONFERENCE
AS A COMMUTER IN ALBANY, NEW YORK**

WHEREAS the New York State Town Clerks Association has scheduled their Annual Conference from April 24-27, 2022 at the Crowne Plaza (formerly the Desmond Hotel) in Albany.

RESOLVED that Town Clerk Barbara Finke s authorized to attend said training at a cost of \$125 for registration.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 68-2022

MARCH 14, 2022

**RESOLUTION TO APPROVE RENTAL OF SWEEPER
BY THE HIGHWAY DEPARTMENT**

WHEREAS the Highway Superintendent wishes to rent a sweeper to be used on Town roads at the end of April and has procured four quotes.

RESOLVED the Town Board of the Town of New Baltimore approves a two-week rental from Finke Equipment, the lowest responsible bidder, for \$725 per week for a total cost of \$1,500.

Town of New Baltimore Highway Department

3690 County Route 51

Hannacroix, NY 12087

3/8/22

Supervisor, and Town Board,

Attached please find four quotes for our 2022 sweeper rental, with Finke Equipment being the lowest price I would like to request a two week rental from Finke Equipment at a cost of \$1500.00. We will be required to furnish them with a certificate of insurance at the time of pickup. We are looking to begin sweeping the last week in April.

Thank You

Alan VanWormer

Highway Superintendent

F FINKE

EQUIPMENT

513-667-9331

Contact Name:	ALAN
Company:	TOWN OF NEW BALTIMORE
Address:	
City, ST, Zip:	
Telephone:	
FAX:	

DATE: _____

BY: Kyle Finke

Quantity	Description	Daily	Weekly	Monthly
1	BROCE/SUPERIOR BROOM	\$250.00	\$725.00	\$2,150.00
	TRANSPORT BILLED HOURLY \$145/HR PORTAL TO PORTAL			
	Tax not included in above pricing			

**pricing is good for 30 days*

Accepted by:

Signature/Date

Highway

From: Jeffrey Lantz <JLantz@stephensorequipment.com>
Sent: Monday, March 7, 2022 8:07 AM
To: Highway
Subject: RE: Sweeper rental

Hi Alan,

Our Sweeper's are booked for April. As of right now, we should have a sweeper available for the second week in May.

Our rates are as follows:

Weekly Rental: \$950.00
Monthly Rental: \$2,400.00
Plus broom wear @ \$75 per ½ inch of wear.

Customer pick up and return.

If you decide to go with us, let me know asap so we can get the paperwork going to reserve one for you.

Thank you and feel free to contact me with any questions.

Jeff

Jeffrey Lantz
Territory Manager
Stephenson Equipment, Inc.
3 Industry Drive, Waterford, NY 12188
Office: 518-357-2200
Mobile: 518-491-8598
Fax: 518-357-2201
Email: jlantz@stephensorequipment.com
www.stephensorequipment.com

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From: Highway <Highway@townofnewbaltimore.org>
Sent: Monday, March 7, 2022 7:49 AM
To: Jeffrey Lantz <JLantz@stephensorequipment.com>
Subject: Sweeper rental

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Jeff,

Could you please send me sweeper rental prices for 2022, I'm looking at the last week in April, or first week in May.



Phone: (518) 357-0403
Fax: (518) 357-0597
E-mail: canadaysweepers@carvercompanies.com

Complete Parking Lot and Roadway Maintenance
● Shopping Centers ● Parking Lots ● Streets ● Highways
● Airports ● Construction Clean-Up ● Sand-Gravel Removal
494 Western Turnpike, Altamont, New York 12009

SUBMITTED TO:

WORK TO BE PERFORMED AT:

Date: March 4, 2022

Scope: DT80CT Superior Broom Rental

Price: \$825.00/Week
\$2,550.00/Month

Terms:

- Proposal is valid for 30 days
- Sales tax is not included
- Hourly rates are billed port-to-port
- Payment terms are Net 30

Respectfully submitted by: _____
Greta Benninger

Acceptance of Proposal

Signature approves proposal and additional terms

Signature _____ Title _____ Date _____

Work cannot be performed without a signed proposal
If work is tax exempt, please fax exempt form immediately.

Highway

From: Jenn Harvender <jenn@amontanoco.com>
Sent: Monday, March 7, 2022 4:51 PM
To: Highway
Subject: RE: Sweeper rental

Good afternoon Alan,

We can most likely do what we did last year – when Larry at coxsackie is done with it you can take it (should be end of April)

Sweeper rate is \$975/week.

Thanks!

Jenn Harvender
A. Montano Co., Inc.
Cell: (845) 681-9354
Fax: (845) 247-9321

From: Highway <Highway@townofnewbaltimore.org>
Sent: Monday, March 7, 2022 7:58 AM
To: Jenn Harvender <jenn@amontanoco.com>
Subject: Sweeper rental

Good morning Jenn,

Could you please send me the weekly sweeper rental rates for 2022?

I'm looking at the last week in April or first week in May.

Thanks
Alan

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 69-2022

MARCH 14, 2022

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
ATTEND THE 2022 HIGHWAY SCHOOL IN ITHACA, NEW YORK**

WHEREAS the Association of Towns and the Cornell Local Roads Program has scheduled their 2022 Highway School from June 6-8, 2022 at Ithaca College.

RESOLVED that Highway Superintendent Alan VanWormer is authorized to attend said program at a cost of \$110 for registration and \$520 for lodging estimated to be \$134 per night for three nights.

Town Clerk

From: Highway
Sent: Thursday, March 10, 2022 3:07 PM
To: Town Clerk
Cc: Jeff Ruso
Subject: 2022 annual NYS Highway School

Dear Supervisor Ruso and Board
Members,

3/10/22

The annual in person NYS Highway School will resume this year, being held on Monday June 6th to Wednesday June 8th at the Ithaca College located in Ithaca NY. This school is presented by The NYS association of Towns, and The NYS Association of Town Superintendents of Highways. The fee for the school is \$110.00, and hotel rental for the 3 nights is \$134.00 per night for a total of \$530.00. I would like to ask the board to please pas a resolution allowing the expense, and allowing for my registration to attend the 2022 Highway School. I have provided a voucher and PO for the School itself, the hotel will be billed separately once I provide them with a PO and tax exempt certificate upon my arrival

Thank You
Alan VanWormer
Highway Superintendent

2022 Highway School Registration & Conference Information

June 6-8 2022
Ithaca College

Sponsored by The Association of Towns of the State of New York
&
The NYS LTAP Center - Cornell Local Roads Program

Registration

Early registration fee before May 20: \$110.00. Attendees registering after May 20 must register on-site at a fee rate of \$150.00.

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

Registration forms and checks made payable to the Association of Towns can be mailed to:
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at www.nytowns.org. Online registrants will receive an email confirmation following payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 5 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 6 at 8 a.m.

2022 Highway School Topics

Recruiting & Retaining Workers
Legal Panel
Dealing with Extreme Weather
Maintaining your Pavement
Work Zone & Flagging Demos
CDL Requirements

Conference Information

- **Meals:** Lunch will be provided at the conference on Monday and Tuesday.
- **Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.
- **Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).
- **Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association of Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Roadmaster Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award.

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the 2022 Highway School on the web at:

Association of Towns - www.nytowns.org

NYS LTAP Center - Cornell Local Roads Program - nysltaf.clrp.cornell.edu

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 70-2022

MARCH 14, 2022

**RESOLUTION TO APPROVE ONE YEAR GRACE PERIOD
FOR EXPIRING BUILDING PERMITS**

WHEREAS the Town Board adopted an updated fee schedule on January 1, 2022 that included recommendations from the Code Enforcement Officer.

WHEREAS one of the recommendations was the expiration of building permits after five years due to the large number of open building permits currently in the Town.

RESOLVED in order to give proper notification to homeowners and businesses, the Town Board of the Town of New Baltimore approves a one-year grace period for expiring building permits.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 71-2022
MARCH 14, 2022**

**RESOLUTION TO
APPOINT TEMPORARY TOWN JUSTICE**

WHEREAS a vacancy exists for one Town Justice position due to the resignation of Justice Peter Melewski effective December 31, 2021.

WHEREAS the Town Board of the Town of New Baltimore adopted Resolution 71-2021 on 3/14/22 to advertise for persons interested in a one-year appointment expiring December 31, 2022.

WHEREAS the Town Supervisor and Deputy Town Supervisor have conducted interviews.

THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Baltimore hereby appoints Anthony Konsul Jr. as Town Justice, following successful completion



STATE OF NEW YORK
UNIFIED COURT SYSTEM
EMPIRE STATE PLAZA
4 ESP, SUITE 2001
ALBANY, NEW YORK 12223-1450
(518) 453-8650

HON. LAWRENCE K. MARKS
Chief Administrative Judge

HON. NORMAN ST. GEORGE
Deputy Chief Administrative Judge
Courts Outside New York City

**PLEASE DISTRIBUTE TO
ALL NEWLY ELECTED OR APPOINTED JUSTICES
VIRTUAL TAKING THE BENCH CERTIFICATION COURSE SPRING 2022**

The Office of Court Administration is offering a Virtual Taking the Bench Certification Course for newly elected or appointed Town and Village Justices. Taking the Bench is comprised of two separate training sessions, consisting of a five-day training, followed by a subsequent follow-up a few months later. The first session will be held virtually on April 6th (Wednesday), April 7th (Thursday), April 8th (Friday), April 11th (Monday) and April 12th (Tuesday), 2022. The second session will be held on a date and format to be determined.

Each newly elected or appointed Town or Village Justice, who is not a member of the New York State Bar, is required pursuant to §17.2 of the Rules of the Chief Judge (22 NYCRR 17.2) to attend the first available Certification Course after his/her appointment or election. A non-lawyer Town or Village Justice may not assume the functions of the office until he or she has filed a certificate of completion of the Certification Course with his/her municipality (Uniform Justice Court Act §105). Attorney Justices are strongly encouraged to attend, and some Continuing Legal Education (CLE) credits may be available for attending attorney judges.

Justices will receive their certification to assume the bench after successful completion of the "First Session" of Taking the Bench in April.

TRAINING DATES

Session 1

April 6th, 7th, 8th, 11th, 12th
(Presented virtually)

9:00am – 5:00pm

Session 2

TBD

9:00am – 5:00pm

Training will be held virtually with live virtual instruction. On Wednesday, April 6th, virtual classes will begin at 8:45 a.m. Classes will conclude by 5:00 p.m. each day. Justices will be advised of any changes to the schedule, as necessary. A detailed schedule will be provided prior to the first day of class.

Anyone who requires any accommodations due to a disability, should contact the Office of Justice Court Support at 1-800-232-0630.

REGISTRATION

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 72-2022

MARCH 14, 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 2022-03-01 to 2022-03-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2022-03-01 to 2022-03-,

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