

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

**MARCH 13, 2017
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Opening of Bids for Hot Mix Asphalt Type 6

Approval of Minutes

- February 27, 2017 Town Board Work Meeting Minutes

Correspondence

- Greene County Department of Human Services 7th Annual Senior Citizen Day at the Historic Catskill Point on Friday, May 19 from 12-3 PM, Theme of a 50's Sock Hop
- 2017 Youth of the Year Award Sponsored by the Greene County Children, Youth & Community Advisory Board, Deadline is March 31, 2017

Public Comment Period

New Business

- Resolution Authorizing Supervisor to Execute Memorandum of Understanding with AgFest Committee
- Resolution Authorizing Supervisor to Execute Lease Agreement with the VanEtten Family for AgFest
- Resolution Approving Agreement for Expenditure of Highway Monies
- Resolution to Authorize Blue Diamond Septic LLC for Sludge Removal from the Wastewater Treatment Plant in 2017
- Audit of Claims

Upcoming Meetings

- March 15, 2017 Senior Citizen Committee at 1 PM
- March 27, 2017 Town Board Work Meeting at 7 PM
- March 29, 2017 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- March 30, 2017 Friends of New Baltimore Recreation at 5:30 PM at Yanni's
- April 5, 2017 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 10, 2017 Town Board Work Meeting at 7 PM
- April 13, 2017 Planning Board Meeting at 7 PM
- June 3-4, 2017 AgFest at VanEtten Farm

Public Comment Period/Community Events

Adjournment

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 75-2017

MARCH 13, 2017

**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 2017.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 13th day of March, 2017 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 4, 2017 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.

Dated: _____, 2017 Dated: _____, 2017

TOWN OF NEW BALTIMORE

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

By: _____ By: _____

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 76-2017

MARCH 13, 2017

**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 2017 AgFest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 13th day of March, 2017, 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 1, 2017 and end on June 6, 2017 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 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.

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

11. 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.

12. 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: Nicholas A. Dellisanti
Title: Supervisor

Robert VanEtten

Shelly VanEtten

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 77-2017

MARCH 13, 2017

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

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

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

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

1. GENERAL REPAIRS. The sum of \$180,000.00 shall be set aside to be expended for primary work and general repairs upon 61 parts of miles of town highways, including sluices, culverts, and trees plus Grader Patching, Crusher Run, Item 4 Stone, and Equipment rental.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of town highways
 - a) Paving installed on 12 Hamlet Streets, 10'-16' wide, 2" thick plus Matthews Point. Hamlet Streets include Baldwin Terrace 10' wide, Birchwood Lane 18' wide, Cedar Lane 16' wide, Liberty Street 14' wide, Madison Avenue East 10' wide, Mill Street 12' wide, New Street 10' wide, Nodine Mountain Road 12' wide, Pichler Road 10' wide, Union Street 14' wide, White Birch Lane 16' wide, and Church Street 16' wide, \$174,732.00 CHIPS plus \$100,000 out of General Repair.
 - b) On the road commencing from State Route 144 to County Route 61 distance of approximately 1.8 miles 20' wide on Kings Road; consisting of the following work: Paving installed, 1.8 miles x 20' wide 2" thick shall be expended not over the sum of \$100,000.
3. All work and materials utilized in the above projects shall be obtained in accordance with the Town of New Baltimore Procurement Policy and public bidding requirements pursuant to New York State General Municipal Law Article 5A.

Executed in duplicate this _____ day of _____, _____.

Supervisor

Councilperson

Councilperson

Councilperson

Town Superintendent of Highways

Councilperson

County Superintendent of Highways

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 78-2017

MARCH 13, 2017

**RESOLUTION TO AUTHORIZE BLUE DIAMOND SEPTIC LLC FOR SLUDGE
REMOVAL FROM THE WASTEWATER TREATMENT PLANT IN 2017**

WHEREAS Chief Wastewater Treatment Plant Operator Louis Betke has attempted to procure quotes for sludge removal from the Wastewater Treatment Plant to comply with the Town's Procurement Policy.

WHEREAS local companies were contacted for quotes and only one was received, Blue Diamond Septic LLC at a cost of \$0.0569 per gallon or \$398.30 per 7000 gallon load.

WHEREAS per the agreement, if fuel rises over \$4.35 per gallon, a fuel surcharge will be implemented.

RESOLVED that the Chief Wastewater Treatment Plant Operator is authorized to contract at the above-stated price Blue Diamond Septic LLC for up to 60,000 gallons of sludge removal in 2017.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 79-2017

MARCH 13, 2017

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 2017-03-01 to 2017-03-, it is

REVOLVED that the Supervisor is hereby authorized to pay claims 2017-03-01 to 2017-03-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until April 30, 2017.