

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

**MARCH 12, 2018
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- February 26, 2018 Town Board Work Meeting Minutes

Correspondence

- Greene County Department of Human Services 8th Annual Senior Citizen Day at the historic Catskill Point on Friday, May 18 from 12-3 PM at the Freightmaster's Building with a Mardi Gras Theme
- Letter from New York State Department of Transportation Concerning Route 144

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 to Adopt Supervisor's 2017 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- Resolution to Authorize the Supervisor to Sign an Agreement for IT Services
- Resolution to Approve Correction of Lease Amounts for Town Clerk and Assessor Monthly Rentals and Approve Deployment of Said Computers from Intelligent Technology Solutions, Inc.
- Resolution to Accept Grant from the New York State Justice Court Assistance Program and Authorize Expenditures Proposed by the Town Justices from Such Grant Subject to the Town of New Baltimore Procurement Policy
- Resolution Re-Enacting Local Law No. 4 of 2017 Providing for an Alternative Veterans Gold Star Parent Exemption Law as Local Law No. 2 of 2018
- Audit of Claims

Upcoming Meetings

- March 26, 2018 Town Board Work Meeting at 7 PM
- March 28, 2018 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- April 4, 2018 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 9, 2018 Town Board Work Meeting at 7 PM
- April 12, 2018 Planning Board Meeting at 7 PM
- June 2-3, 2018 AgFest at VanEtten Farm

Public Comment Period/Community Events

Adjournment

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 66-2018

MARCH 12, 2018

**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 2018.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 12th day of March, 2018 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 2-June 3, 2018 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: _____, 2018 Dated: _____, 2018
TOWN OF NEW BALTIMORE

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

By: _____ By: _____

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 67-2018

MARCH 12, 2018

**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 2018 AgFest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 12th day of March, 2018, 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").

W ITNESSETH:

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 May 31, 2018 and end on June 5, 2018 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: Jeffry R. Ruso
Title: Supervisor

Robert VanEtten

Shelly VanEtten

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 68-2018

MARCH 12, 2018

**RESOLUTION TO ADOPT SUPERVISOR'S 2017 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 28, 2018.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 69-2018

MARCH 12, 2018

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO SIGN
AN AGREEMENT FOR IT SERVICES**

WHEREAS when the 2018 Agreement was signed on February 12, 2018, it was realized that an Agreement for 2017 was not filed.

WHEREAS the Attorney for the Town has determined that said services are considered professional services or services requiring special or technical skill, training or expertise according to the Town of New Baltimore Procurement Policy adopted January 1, 2017.

RESOLVED that the Town Supervisor is authorized to sign a retroactive Agreement with Intelligent Technology Services, Inc. for IT Services from January 1, 2017 until December 31, 2017.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 70-2018

MARCH 12, 2018

**RESOLUTION TO APPROVE CORRECTION OF LEASE AMOUNTS
FOR TOWN CLERK AND ASSESSOR MONTHLY RENTALS AND APPROVE
DEPLOYMENT OF SAID COMPUTERS FROM
INTELLIGENT TECHNOLOGY SOLUTIONS, INC.**

WHEREAS Resolution 130-2017 was adopted by the Town Board to approve the lease of computers at the rates of \$65 per quarter for the Town Clerk and \$60 for the Assessor and original rental amounts were quoted on a monthly basis rather than quarterly.

RESOLVED the Town Board approves the quarterly rental rate for the Town Clerk of \$195 and \$97.50 for the Assessor, an increase of \$130 for the Town Clerk and \$37.50 for the Assessor, and the one-time deployment of the new Town Clerk and Assessor computers and repurpose of the Town Clerk desktop at a cost of \$1,796.81.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 71-2018

MARCH 12, 2018

RESOLUTION TO ACCEPT GRANT FROM THE NEW YORK STATE JUSTICE COURT ASSISTANCE PROGRAM AND AUTHORIZE EXPENDITURES PROPOSED BY THE TOWN JUSTICES FROM SUCH GRANT SUBJECT TO THE TOWN OF NEW BALTIMORE PROCUREMENT POLICY

WHEREAS the New Baltimore Justice Court applied for a grant for improvements for the Justice Court and the Town Board authorized application submission by Resolution 140-2017 adopted on August 14, 2017.

WHEREAS the Town of New Baltimore accepts \$26,353.41 in grant monies from the Office of Court Administration to be used in the Justice Court offices or in the Justice Court/Town Meeting Room as follows:

Reception/Pay Window	\$ 7,199.00
Video Surveillance, Alarm System, and Related Items for System Installation	1,593.20
Interior Renovations to the Court Office	1,885.21
Records Management, and Including but not Limited to Conversion Services, Document Management Software, Set Up and Training	13,500.00
Safe	1,159.00
Filing Cabinets	1,017.00

WHEREAS said purchases are subject to the Town of New Baltimore Procurement Policy adopted January 1, 2018 and copies of compliance are to be submitted with invoices and purchase orders for approval by the Town Board.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 72-2018

MARCH 12, 2018

**RESOLUTION RE-ENACTING LOCAL LAW 4 OF 2017
PROVIDING FOR AN ALTERNATIVE VETERANS GOLD STAR PARENT
EXEMPTION LAW AS LOCAL LAW 2 OF 2018**

WHEREAS, the Town Board of the Town of New Baltimore duly enacted a local law on December 27, 2017 by Resolution 200-2017 and entitled “A Local Law Providing For An Alternative Veterans Gold Star Parent Exemption Law,” Local Law 4 of 2017; and

WHEREAS, the Town Clerk promptly filed same with the Secretary of State on January 9, 2018. However, that agency rejected same since the local law was not filed in the same year in which it was enacted, despite the practical impossibility of enacting and filing same during 2017; and

WHEREAS, the Attorney for the Town has advised that the proper procedure to complete the enactment filing process is to re-enact the said Local Law Providing For An Alternative Veterans Gold Star Parent Exemption Law as Local Law 2 of 2018 since the Town Board has already enacted Local Law 1 of 2018 by way of a separate resolution and then refile the said Local Law 2 with the Secretary of State.

NOW THEREFORE IT IS HEREBY RESOLVED THAT the Town Board of the Town of New Baltimore hereby re-adopts and re-enacts Local Law 4 of 2017 known as “A Local Law Providing For An Alternative Veterans Gold Star Parent Exemption Law,” which will now be also known as Local Law 2 of 2018; and it is further

RESOLVED THAT the Town Clerk shall refile the said law as Local Law 2 of 2018.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 73-2018

MARCH 12, 2018

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 2018-03-01 to 2018-03-, it is

REVOLVED that the Supervisor is hereby authorized to pay claims 2018-03-01 to 2018-03-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until May 31, 2018.