

AGENDA
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
April 8, 2013, Agenda

Opening Regular Town Board Meeting

Pledge of Allegiance

Presentation: ITS Presentation

Approval of Minutes

March 4, 2013, Special Town Board Meeting

March 25, 2013, Work Meeting

Public Comment Period

Correspondence

Old Business

1. Dog Census Update
2. Town Laborer Status Report

New Business

1. Resolution to Honor Cole Hilscher Eagle Scout
2. Resolution to Authorize Purchase from Greene County bids for Supplies and Materials
2. Resolution to Approve Highway 284 Agreement
3. Resolution to amend 2013 Budget
4. Resolution to Approve Memorandum of Agreement with AgFest Committee
5. Resolution to Renew Contract with Van Etten Family for AgFest
6. Resolution to Approve Training for the Town Tax Collector
7. Resolution to Approve Training for Wastewater Treatment Plant Operator
8. Resolution to Support Assembly Bills A.88 and A.824
9. Town Health Plan

Adjournment

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

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

**CONGRATULATING COLE HILSCHER UPON THE OCCASION
OF RECEIVING THE DISTINGUISHED RANK OF EAGLE SCOUT**

WHEREAS, Cole Hilscher , a resident of the Town of New Baltimore, through his diligence and rigorous efforts, has achieved Scouting's highest and most prestigious rank, and

WHEREAS, the Boy Scouts of America and its members are dedicated to the development of character and leadership in our youth, and

WHEREAS, the highest achievement of leadership in Scouting, earned by less than four percent of all Boy Scouts, is the distinguished rank of Eagle Scout, and

WHEREAS, Cole has been involved in Scouting for many years, has lived up to Scouting's ideals and has attained all of the necessary achievements, including an extensive project that Cole planned, organized and managed. Cole's project included the building of a cross country running course, complete with foot bridges, for the Cocksackie-Athens Central School District allowing for the District to host cross country track meets.

WHEREAS, this outstanding young man's perseverance in rising through the ranks to Eagle Scout is a strong indication of his ability to master difficult tasks and will enable him to emerge a leader who will be ready to meet the challenges facing us all in the future, and

WHEREAS, this outstanding achievement brings great pride to his family and our community, and warrants special recognition.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Baltimore does hereby acknowledge this meritorious honor and extends its congratulations to Cole Hilscher on the occasion of his achieving the rank of Eagle Scout.

Adopted by the Town Board of the Town of New Baltimore on the eighth day of April 2013.

Janet A. Brooks, Town Clerk

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

**RESOLUTION TO AUTHORIZE PARTICIPATION IN GREENE COUNTY HIGHWAY BIDS
FOR SUPPLIES AND MATERIALS**

WHEREAS, the Town of New Baltimore procurement policy allows for purchases under State, County or other municipal contracts, and

WHEREAS, County Law 408-A allows for Towns in Greene County to participate in the Greene County Highway Bids for Supplies and Materials.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Baltimore hereby authorizes the Town Highway Superintendent to purchase from the the Greene County list of supplies and materials as per bids approved by the Greene County Legislature by Resolutions No. 174-12 and 175-12.

**AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY MONIES**

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 monies 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 \$150,000 shall be set aside to be expended for primary work and general repairs upon 30 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 Mirror Lake Road, a distance of 700 feet, there shall be expended not over the sum of \$3,273.22.

Type: Stone and oil. Width of traveled surface: 12 feet
Thickness: One-inch Sub-base: Stone & oil

(b) On Haas Hill Road, a distance of 1,900 feet, there shall be expended not over the sum of \$14,458.72.

Type: Stone and oil. Width of traveled surface: 20 feet
Thickness: One-inch Sub-base: Stone & oil

(c) On Roberts Hill Road , a distance of 3,000 feet, there shall be expended not over the sum of \$18,271.00.

Type: Stone and oil. Width of traveled surface: 20 feet
Thickness: One-inch Sub-base: Stone & oil

**AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY MONEYS**

Executed in duplicate this 8th day of April 2013

Supervisor

Councilman

County Superintendent of Highways

Town Superintendent

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.*

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

RESOLUTION TO AMEND 2013 BUDGET

RESOLVED, that the following amendments to the 2013 budget are hereby adopted:

ACCOUNT	CURRENT BUDGET	AMENDED BUDGET	CHANGE
GENERAL FUND EXPENDITURES:			
A1410.10 Clerk Deputy	10,500	11,000	500
A1990.4 Contingent	5,000	4,500	(500)
TOTAL CHANGE			0

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

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

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached Memorandum of Agreement with Agfest Committee for 2013.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this eighth day of April, 2013, 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 (“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 1 through June 2, 2013, at the Van Etten farm, Hannacroix, 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 and elected officials, covering the Agfest activities including the tractor pull event; b) picnic tables; c) electricity; d) trash collection; and, e) porta-potties.
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-potties with vendors.

5. The Agfest Committee will pay all expenses associated with Agfest not otherwise paid by the Town as set forth above.

Dated: _____, 2013

Dated: _____, 2013

TOWN OF NEW BALTIMORE

NEW BALTIMORE ANTIQUE MACHINERY
AND AGRICULTURAL FESTIVAL ASSOC.

By: _____

By: _____

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

**RESOLUTION AUTHORIZING SUPERVISOR TO SIGN LEASE AGREEMENT WITH THE
VAN ETEN FAMILY**

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached lease agreement with the Van Etten family for the 2013 Agfest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the eighth day of April, 2013, 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 Van Etten, with an address of 1314 Saw Mill Road, Ravena, New York 12143 (hereinafter called the "Landlord").

W I T N E S S E T H:

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 ("Ag Fest"), and

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

NOW, 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 the real property located at 1314 Saw Mill Road (the "Leased Premises").
2. Term. The term of the Lease shall commence on June 1, 2010 and end on June 5, 2010 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 Ag Fest, 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 codes.
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 Ag Fest and 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 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 day and year first above written.

TENANT

TOWN OF NEW BALTIMORE

Name: Susan O'Rorke
Title: Supervisor

LANDLORD

Robert Van Etten

Shelly Van Etten

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

**RESOLUTION TO AUTHORIZE ATTENDANCE BY TAX COLLECTOR AT THE ANNUAL
TAX RECEIVERS AND COLLECTORS TRAINING SEMINAR**

RESOLVED, that the Town Board does hereby authorize Tax Collector Jordan to attend the New York State Tax Receivers and Collectors Annual Training Seminar to be held June 9 – 12, 2013 and authorizes expenses for registration and mileage.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

RESOLUTION TO AUTHORIZE ATTENDANCE BY WASTEWATER TREATMENT PLANT OPERATOR AT THE NEW YORK RURAL WATER ASSOCIATION TECHNICAL CONFERENCE

RESOLVED, that the Town Board does hereby authorize Waste Water Treatment Plant Operator Polverelli to attend the New York Rural Water Association Technical Conference to be held in Lake Placid from May 20 – 23, 2013 and authorizes expenses for registration, lodging and mileage.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
APRIL 8, 2013**

RESOLUTION TO SUPPORT NYS CONTACT INFORMATION FOR VACANT STRUCTURES

WHEREAS, vacant, abandoned and foreclosed homes and structures have increased throughout New York State over the last five years; and

WHEREAS, vacant structures that are not maintained for months at a time degrade and depreciate the value of the vacant structure as well as the value of surrounding properties; and

WHEREAS, lending institutions that hold mortgages on said vacant structures do not always provide the contact information of a responsible party; and

WHEREAS, Assembly Bill A.88 and Assembly Bill A.824, currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties regarding vacant structures; and require good faith in obtaining a foreclosure; and

WHEREAS, the Town of New Baltimore Town Board supports the passage of said Bills.

NOW THEREFORE, BE IT RESOLVED that the town of Town of New Baltimore hereby supports the passage of said Bills and respectfully requests that the State Representatives who represents constituents in the Town of New Baltimore support the passage of said Bill and that copies of this resolution to be sent to their attention.