

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

**MARCH 9, 2020  
AGENDA**

*Please turn off all cell phones and electronic devices.*

**Pledge of Allegiance**

**Approval of Minutes**

- February 24, 2020 Town Board Work Meeting Minutes

**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 2019 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- Resolution to Approve Annual Review of Accounts for Town Court
- Resolution to Authorize Purchase of Property and Casualty Insurance
- Motion to Accept Resignation of Heavy Motion Equipment Operator
- Resolution to Approve Advertisement for Full-Time Heavy Motor Equipment Operator for the Highway Department
- Resolution to Authorize the Highway Superintendent to Attend a Cornell Local Roads Program
- Resolution to Authorize the Tax Collector to Keep Retired Laptop for Office Use
- Audit of Claims

**Upcoming Meetings**

- March 23, 2020 Town Board Work Meeting at 7 PM
- March 25, 2020 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- April 1, 2020 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 9, 2020 Planning Board Meeting at 7 PM
- April 13, 2020 Town Board Regular Meeting at 7 PM
- April 27, 2019 Town Board Work Meeting at 7 PM
- May 31-June 2, 2019 AgFest at VanEtten Farm

**Public Comment Period/Community Events**

**Adjournment**

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

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 59-2020**

**MARCH 9, 2020**

**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 2020.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 9th day of March, 2020 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 6-June 7, 2020 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: \_\_\_\_\_, 2020 Dated: \_\_\_\_\_, 2020  
**TOWN OF NEW BALTIMORE**

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

By: \_\_\_\_\_ By: \_\_\_\_\_

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 60-2020**

**MARCH 9, 2020**

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

***RESOLVED***, that the Town Board does hereby authorize the Supervisor to sign attached lease agreement with Robert and Shelly VanEtten for 2020 AgFest.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 9th day of March, 2020, 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 June 4, 2020 and end on June 8, 2019 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 61-2020**

**MARCH 9, 2020**

**RESOLUTION TO ADOPT SUPERVISOR'S 2019 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, 2020.



**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 62-2020**

**MARCH 9, 2020**

**RESOLUTION TO APPROVE ANNUAL REVIEW OF ACCOUNTS  
FOR TOWN COURT**

***WHEREAS*** Town Law Section 123 requires each town officer or employee who has received or disbursed any monies to produce all supporting books, records, receipts, warrants, vouchers and cancelled checks as authorized by Section 29 of the General Municipal Law.

***WHEREAS*** Councilmember Kelly Downes, Member of the Audit and Budget Committee, completed the Annual Review of the financial records of the Town Court on Tuesday, February 11.

***RESOLVED*** the Town Board accepts the Annual Review for said departments for the period of January 1, 2019 to December 31, 2019.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 63-2020**

**MARCH 9, 2020**

**RESOLUTION TO AUTHORIZE DISCONTINUANCE OF CURRENT  
BOTTLED WATER SUPPLIER AND ALLOW SUPERVISOR  
TO SIGN NEW AGREEMENT**

***RESOLVED*** the Town Board of the Town of New Baltimore authorizes the discontinuance of the current bottled water supplier for Town Hall and the Highway Department and allows the Supervisor to sign an agreement with Rainbow Distributing at the current cost of \$6.99 per bottle.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 64-2020**

**MARCH 9, 2020**

**RESOLUTION TO AUTHORIZE PURCHASE OF PROPERTY  
AND CASUALTY INSURANCE**

***RESOLVED*** the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to renew coverage with Trident Insurance Co., through Marshall & Sterling effective March 5, 2020 for one year at a cost of

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 65-2020**

**MARCH 9, 2020**

**RESOLUTION TO APPROVE ADVERTISEMENT FOR FULL-TIME  
HEAVY MOTOR EQUIPMENT OPERATOR FOR THE HIGHWAY DEPARTMENT**

**WHEREAS** the Highway Superintendent is seeking one full time operator for the Highway Department.

**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.

The Town of New Baltimore Highway Department is accepting applications for a full time CDL driver/heavy motor equipment operator. Applicants must have a minimum of a clean CDL Class B license. Applicant must be able to perform labor duties including but not limited to shoveling, raking, weed whacking, lawn mowing, operating chain saws, and brush clipping. Heavy equipment operation such as front end loader, backhoe, tractors, etc. a plus. Experience plowing snow with a large truck with plow and wing preferred. Must be willing and able to work long hours, including nights and weekends, during winter months for snow and ice removal. Applicant must pass pre-employment drug screen and alcohol test and random drug and alcohol testing at any time and authorize driver's license check. The successful candidate will be considered probationary for six months beginning at hire date. For further information please contact Highway Superintendent Alan VanWormer at (518)756-2078, Ext. 3 M-Th 6AM-3PM and F 6-10AM. Applications are available at the Town Clerk's office Monday-Friday from 9AM-4PM until April 3.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 66-2020**

**MARCH 9, 2020**

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO  
ATTEND A CORNELL LOCAL ROADS PROGRAM WORKSHOP**

***WHEREAS*** the Cornell Local Roads program will be holding a workshop entitled ‘Running Your Highway Department’ at the Bethlehem Parks & Recreation in Delmar, New York.

***RESOLVED*** that Highway Superintendent Alan VanWormer is authorized to attend said workshop at a cost of \$50.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 67-2020**

**MARCH 9, 2020**

**RESOLUTION TO  
RESOLUTION TO SEEK SEALED BIDS FOR IMPROVEMENTS TO THE  
SAND STORAGE STRUCTURE AT THE HIGHWAY GARAGE**

**WHEREAS** the Highway Superintendent is seeking sealed bids for improvements to the sand storage structure at the Highway Garage.

**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*.

The Town of New Baltimore Highway Department is seeking sealed bids for the replacement of the fabric cover and end panel on our 50"x70" sand storage structure. Bidder will supply cover, and all equipment, labor, and travel expenses required to install. The successful bidder will also remove old fabric from site. Labor should be at prevailing wage, proof of workers' compensation coverage is required, and the bidder must provide a certificate of insurance naming the Town as additional insured. The Town of New Baltimore reserves the right to reject any and all bids. All bids must be received by the Town Clerk at 3809 County Route 51, Hannacroix, NY by March 23 at 4 PM. Please address any questions to Highway Superintendent Alan VanWormer at 518-756-2078 Ext.#3, or email [highway@townofnewbaltimore.org](mailto:highway@townofnewbaltimore.org)  
By Order of the Town Board,  
Barbara M. Finke  
Town Clerk

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 68-2020**

**MARCH 9, 2020**

**RESOLUTION TO AUTHORIZE THE TAX COLLECTOR  
TO KEEP RETIRED LAPTOP FOR OFFICE USE**

***WHEREAS*** the Tax Collector received a new laptop computer per Resolution 151-2019 on November 13, 2019 and desires to use the retired model as an office spare for letters and research.

***RESOLVED*** that the Town Board authorizes the use of the old laptop for the Tax Collector at a rate of \$10 a month.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 69-2020**

**MARCH 9, 2020**

**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 2020-03-01 to 2020-03-, it is

***REVOLVED*** that the Supervisor is hereby authorized to pay claims 2020-03-01 to 2020-03-.

***BE IT FURTHER RESOLVED*** that the Town Clerk will prepare an abstract and hold it for public review until May 31, 2020.