

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

JUNE 14, 2021

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Correspondence

- 2021 Greene County Household Hazardous Waste Collection Event

Approval of Minutes

- May 10, 2021 Public Hearing on the Water District No. 2 Modification
- May 10, 2021 Town Board Regular Meeting Minutes
- May 24, 2021 Town Board Work Meeting Minutes

Public Comment Period

New Business

- Resolution to Authorize Highway Superintendent to Purchase Washed and Screened Crushed Stone by Greene County Resolution 130-21
- Resolution to Approve Decommissioning Agreement with SG Noriole PV, LLC, SG Eoriole PV, LLC, SG Eoriole B PV, LLC
- Resolution to Waive 30 Day Waiting Period for Submission of an On-Premises Liquor License Application by the Boathouse Grille, LLC
- Resolution to Accept Paving Bid for Town Roads Per Amended Highway 284 Agreement
- Resolution Approving Issuance of Second Hand Junk & Auto Parts Dealers' License for J.B. Car Services
- Resolution to Place Advertisement for Part-Time Deputy Town Clerk
- Resolution to Approve Emergency Repair of Highway Vehicle
- Audit of Claims

Upcoming Meetings

- June 28, 2021 Town Board Work Meeting at 7 PM
- July 7, 2021 Zoning Board of Appeals (If Necessary) at 7:30 PM
- July 8, 2021 Planning Board Meeting at 7 PM
- July 12, 2021 Town Board Regular Meeting at 7 PM
- July 26, 2021 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.

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OPENING OF REGULAR MEETING

Supervisor Ruso opened the meeting at 7:00 PM and the Pledge of Allegiance was said. Also attending Councilmembers Boehlke, Irving, and VanEtten; Deputy Supervisor Dellisanti; Town Clerk Finke; and 5 members of the public who signed the attendance book. Absent: Councilmember Downes, Highway Superintendent VanWormer, and Tax Collector Jordan

CORRESPONDENCE

2021 Greene County Household Hazardous Waste Collection Event: ‘Available to Greene County Residents Only Proof of Residency Required Saturday, July 31, 2021 7am to 11:30am Greene County Highway Department 67 Scott Lane Athens In order to properly manage this event, reduce traffic and minimize waiting time we request participants arrive during these suggested times according to the first letter of your last name. A-F 7:00-8:00 am, G-K 8:00-9:00 am, L-P 9:00-10:00 am, Q-U 10:00-11:00 am, V-Z 11:00-11:30 am Questions? Please call (518)943-4600 or email solidwaste@discovergreene.com What is Household Hazardous Waste? Household hazardous waste is a household quantity of a product that is toxic in nature and should not be disposed of as everyday trash. It requires special handling, processing, and disposal. Some of these materials may be recycled but are not part of our regular recycling program. Please take advantage of this opportunity to safely dispose of these materials. See below for list of accepted materials. *ACCEPTED Acids & Bases, Automotive Fluids, Chlorine, Cleaning Products, Driveway Sealer, Fluorescent Light Bulbs, Gasoline & Kerosene, Hobby Chemicals & Paints, Paint Removers & Thinners, Oil Based Paints Only, Pesticides/Herbicides/Insecticides, Photo Chemicals, Swimming Pool Chemicals, Turpentine, Varnish, Weed Killers, Wood Preservatives & Stains. NOT ACCEPTED Reactives, Explosives & Ammunition, Fireworks, Flares & Gunpowder, Agricultural Waste, Commercial Waste, Compressed Gases (aerosols are okay), Controlled Substances, Empty Aerosol Cans (recyclable), Empty Paint Cans (regular waste), Industrial Waste, Infectious & Biological Wastes, Known Dioxins, Medical Waste, Motor Oil (recyclable @ Service Stations), Prescription Medication & Syringes, Propane Tanks (recyclable), Radioactive Materials, Smoke Detectors, Any Non-Household Quantities *We reserve the right to refuse any material deemed unacceptable by the on-site chemist. Sponsored by the Greene County Legislature and the New York State Dept. of Environmental Conservation’

ADOPTION OF MINUTES

The May 10, 2021 Public Hearing on the Water District No. 2 Modification submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember Boehlke. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

The May 10, 2021 Town Board Regular Meeting submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember Boehlke. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

The May 24, 2021 Town Board Work Meeting submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmembers Boehlke and VanEtten. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

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Public Comment Period

Judy Felsten: My question is whether you have plans for publishing the newsletter regularly and at what interval?

Supervisor Ruso: We've been doing it approximately two times a year. We started it up in 2019, we did two versions and last year was a disruption altogether we all know that. So we have been looking at twice a year. We got this one out in May, probably another one the tail end of the year. We don't have a specific publishing date if that's what you're asking.

Judy Felsten: I was talking about intervals like maybe quarterly.

Supervisor Ruso: Every six months, that's what we have in mind.

James Eckl: Good Evening, Sir, Madam, Gentlemen. This is in reference to the proposed Oriole Decommissioning Agreement. A proposed agreement was posted prior to the May 24 meeting on the Town website. I was here on May 24 and made some oral remarks although it had been deleted from the final agenda for that meeting and then I reduced those oral remarks to writing which I sent you electronically on or about May 27. I note that the draft agreement that was posted in connection with the draft agenda for this meeting, the one that was posted Friday, is identical and if I may say without getting offense, that was a bad idea last month. It's still a bad idea. You shouldn't do it. You shouldn't go along. There are too many holes in this to protect the... Fortunately I can't expect living long enough to see the end of the economic useful life of this project, but other people in this room will and there's a potential for a terrible burden being cast upon the taxpayers of the Town 25 years hence. I believe I may call myself an environmentalist. I like the idea of clean green power. I do not like the idea of someone else reaping all the benefits and imposing the burdens on the people of this Town and I urge you to fix the holes that are in the agreement as it was put on the website this past Friday.

Supervisor Ruso: I heard your comments and I read your correspondence from a couple weeks back and I have talked to our Attorney on this and actually spoke to another third party, another attorney, and I found that in order to really attain true disagreement, talk to three attorneys and I apologize to those in that profession. Everybody unfortunately sees it differently. I don't know, George, do you want to speak on that to an extent?

George McHugh, Esq.: It has changed. We've raised the bond amount from \$104,000 to \$115,000 so the bond amount was up to about 10 percent, 11 percent. I also went over this in detail with the engineers, the Town's engineers.

Supervisor Ruso: As I did, yes.

George McHugh, Esq.: And they did have comments prior, but all of those comments have been addressed and they're satisfied with this draft as well. So it's not only gone through me, but it's also gone through our professional engineers who have also come to the conclusion that this is a good solid decommissioning agreement that the Town Board should entertain.

Supervisor Ruso: Just in a subsequent point, I took the NYSERDA formula and I have most of the data, not 100% but it fit, some about the square footage of the panels and how many panels. I had the majority of that and I did the math on a NYSERDA equation and my figures came up to \$109,000. Theirs had come to \$104,000, but then, of course, we talked to Oriole and they agreed to up it to \$115,000 with conversation with the engineers as hired by the Town. So in some regards, some of your concerns and the concerns of others have been discussed and addressed and there are some subtle changes, but not all the points you made last time I will admit to that.

Councilmember Boehlke: But we are increasing this amount by two percent per year right?

Supervisor Ruso: Yes, they add two percent every year to this. They anticipate earning two percent and if it doesn't earn two percent, the bond, they will supplement the difference. So that does bring it to a total of about \$180,000, \$175,000.

Councilmember Boehlke and George McHugh, Esq.: About \$190,000.

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Supervisor Ruso: I have the old figures in my head, the \$170,000 from the previous edition so it comes out to be a bit more than what we expected. What's gonna be the cost of things in 25 years? I don't know.

George McHugh, Esq.: \$188,670.

Supervisor Ruso: The unfortunate thing is, or fortunate either way you look at it...

Councilmember Boehlke: The other issue with that, Jeffry, is that NYSERDA doesn't really cost factor in the salvage value which in some cases will exceed the decommissioning cost even at 20 years.

Supervisor Ruso: We'll see. Those of us who are still around as Mr. Eckl referred to it. Going by how I believe in what the law on it says, we're stuck in the middle in a lot of regards. So I respect your comments and your thoughts.

New Business

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 107-2021

JUNE 14, 2021

**RESOLUTION TO AUTHORIZE HIGHWAY SUPERINTENDENT TO
PURCHASE WASHED AND SCREENED CRUSHED STONE
BY GREENE COUNTY RESOLUTION 130-21**

WHEREAS the Town Board hereby authorizes the purchase of washed and screened crushed stone at the contract price offered by Greene County Resolution 130-21 for one year from May 22, 2021 to May 21, 2022.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

Ellie Alfeld: Before you start that, Jeff, can I just ask I've got a half an alphabet as an idea of what this company is or who they are. Is there any more clarification of who these people are?

Supervisor Ruso: No, they're just an energy company approved by NYSERDA to start these things. There's another one they're talking about that came before the Planning Board just last Thursday.

Ellie Alfeld: I was there, I know, but are they from New York State even? Do we know where these people come from?

Supervisor Ruso: This one is New York State because I've spoken to the President of that company or the CEO whatever his title is.

Ellie Alfeld: So you had a face in front of you?

Supervisor Ruso: No, it was on the phone.

Ellie Alfeld: Same idea. Thank you.

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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 108-2021
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**Resolution to Approve Decommissioning Agreement with SG Noriole PV, LLC,
SG Eoriole PV, LLC, SG Eoriole B PV, LLC**

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of May 17th, 2021 (the "Effective Date") is made by and among the Town of New Baltimore (the "Town") and SG Noriole PV, LLC, SG Eoriole A PV, LLC, SG Eoriole B PV, LLC ("Project Companies", together with the Town, the "Parties").

WHEREAS, Project Company intends to build a solar energy generation project (hereafter "Project") at 13800 Route 9W in the Town of New Baltimore; and

WHEREAS, the Project will be a fixed tilt 4.28 MW AC Community Solar Ground Array;

WHEREAS, the Project has an expected useful economic life of 25 years whereupon Project Company will decommission the Project under the terms of this Agreement;

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of One hundred and fifteen thousand dollars (\$115,000) securing performance of Project Company's obligation to remove the Project (the "Decommissioning Bond"). It is agreed by the parties that final issuance of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Project Company as security to remove the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York.

2. The Project anniversary date shall be one year after the Month and Day that energy generation operations begin at the Project Site (the "Anniversary Date"), and every year thereafter. Project Company agrees to increase the bond amount by an additional 2.0% every year on the Anniversary Date in accordance with the Attached Exhibit A, incorporated and made a part hereof.

3. The Parties agree that the performance bond shall be used solely to guarantee any decommissioning costs of the Project, as defined herein. Provided

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such a breach occurs after the 25th year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York.

8. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous appearance, this agreement and Project Company's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3 shall terminate.

9. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Project Company may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement.

10. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

11. In the event that any action is instituted by the Town under this Agreement to enforce or interpret any of the terms hereof, Project Company shall pay all court costs and expenses, including reasonable attorneys' fees, incurred by Town with respect to such action.

12. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

13. The Parties agree that any action arising under this agreement, or to enforce this agreement, shall be brought in a court of competent jurisdiction in the Greene County, State of New York.

14. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

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IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

TOWN OF NEW BALTIMORE

By: _____

Name: _____

Title: _____

SG Noriole PV, LLC, SH Eoriole A PV, LLC and SG Eoriole B PV, LLC

By: _____

Name: Paul McMenemy

Title: Managing Member and Authorized Signatory

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EXHIBIT A

Cost of Decommissioning A 28 MW System	Man Hours	Prevailing Wage	Supplemental	Labor Cost	Materials/Equipment	T&M Cost	Notes:
Tasks:							
Remove Back Wiring	42	\$ 35.95	\$ 28.00	\$ 2,727.90	\$	\$ 2,727.90	General Laborer Prevailing Wage
Remove Panels	42	\$ 35.95	\$ 28.00	\$ 2,727.90	\$	\$ 2,727.90	General Laborer Prevailing Wage
Demolish Rocks	230	\$ 35.95	\$ 28.00	\$ 14,938.50	\$	\$ 14,938.50	General Laborer Prevailing Wage
Remove Electrical Equipment	26	\$ 41.00	\$ 31.02	\$ 1,872.52	\$	\$ 1,872.52	Electrician Prevailing Wage
Breakup and Remove Concrete Pads/Bullets	26	\$ 35.95	\$ 28.00	\$ 1,688.70	\$	\$ 1,688.70	General Laborer Prevailing Wage
Remove Rocks	160	\$ 35.95	\$ 28.00	\$ 10,392.00	\$	\$ 10,392.00	General Laborer Prevailing Wage
Remove Cable	120	\$ 35.95	\$ 28.00	\$ 7,794.00	\$	\$ 7,794.00	General Laborer Prevailing Wage
Equipment Rental for Post Removal (2 weeks)					\$ 2,396.52	\$ 4,793.04	Quote partner Annual, Kingston, NY
Class A3 Operating Engineer	80	\$ 53.77	\$ 31.70	\$ 6,037.60	\$	\$ 6,037.60	Operating Engineer Class A3 Prevailing Wage
2 Additional General Laborers	160	\$ 35.95	\$ 28.00	\$ 10,392.00	\$	\$ 10,392.00	General Laborer Prevailing Wage
Remove Utility Poles (1 Day, 4 poles)					\$ 485.00	\$ 1,370.00	Quote partner Annual, Kingston, NY
Class A3 Operating Engineer	8	\$ 53.77	\$ 31.70	\$ 683.76	\$	\$ 683.76	Operating Engineer Class A3 Prevailing Wage
2 Additional General Laborers	16	\$ 35.95	\$ 28.00	\$ 1,169.10	\$	\$ 1,169.10	General Laborer Prevailing Wage
Remove Fence	76	\$ 35.95	\$ 28.00	\$ 4,934.20	\$	\$ 4,934.20	General Laborer Prevailing Wage
Grading	64	\$ 35.95	\$ 28.00	\$ 4,154.80	\$	\$ 4,154.80	General Laborer Prevailing Wage
Seed Disturbed Area	4	\$ 35.95	\$ 25.00	\$ 759.80	\$ 100	\$ 459.80	General Laborer Prevailing Wage
Truck to Recycle Center	18	\$ 35.95	\$ 28.00	\$ 1,039.20	\$ 1,000	\$ 5,039.20	General Laborer Prevailing Wage
Fuel Costs					\$ 458	\$ 458.26	
				Overhead	17.0%	\$ 14,476.52	
				Profit	12.0%	\$ 9,892.47	
				Contingency	10.0%	\$ 8,243.75	
				Total Costs		\$ 115,000.00	

Decommissioning Fund (Deposits)		
Inflation	2.0%	
Year	Amount (\$)	Cumulative (\$)
Start of Construction	\$ 115,000	\$ 115,000
1	\$ 2,300	\$ 117,300
2	\$ 2,346	\$ 119,646
3	\$ 2,393	\$ 122,039
4	\$ 2,441	\$ 124,480
5	\$ 2,490	\$ 126,969
6	\$ 2,539	\$ 129,509
7	\$ 2,590	\$ 132,099
8	\$ 2,642	\$ 134,741
9	\$ 2,695	\$ 137,436
10	\$ 2,749	\$ 140,184
11	\$ 2,804	\$ 142,988
12	\$ 2,860	\$ 145,848
13	\$ 2,917	\$ 148,765
14	\$ 2,975	\$ 151,740
15	\$ 3,035	\$ 154,775
16	\$ 3,095	\$ 157,870
17	\$ 3,157	\$ 161,028
18	\$ 3,221	\$ 164,248
19	\$ 3,285	\$ 167,533
20	\$ 3,351	\$ 170,884
21	\$ 3,418	\$ 174,302
22	\$ 3,486	\$ 177,788
23	\$ 3,556	\$ 181,343
24	\$ 3,627	\$ 184,970
25	\$ 3,699	\$ 188,670

Motion by Supervisor Ruso seconded by Councilmembers Boehlke and VanEtten

Supervisor Ruso: I know we've all had a chance to review this before the meeting.

Councilmember VanEtten: I feel like we've discussed this a lot and ready to make a decision.

Councilmember Boehlke: So I've looked on line and I had a lot of agreements with these projects and for the size of this project, this is actually a very thorough agreement. Like I mentioned before, I looked into the salvage end of these things and they're usually not factored into the decommissioning cost and actually some of the agreements cover that aspect of it where the salvage costs will actually exceed the costs of decommissioning.

Supervisor Ruso: I read that, too.

Councilmember Boehlke: So I'm just saying this is very good.

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Supervisor Ruso: I wouldn't count on that salvage thing because the price of salvage metal goes up, the price of salvage metal goes down, but they're still worth something.

Councilmember Boehlke: And so as far as the company goes, this is SG -- Solar Generation. We already have a Solar Generation site here in New Baltimore. They've already put a site in. I was on the Planning Board when they put this in and they were excellent to deal with, very competent and they went out of their way to help us out and to put this thing out of view out of sight. They've really did a thorough job and I think it should be mentioned also that they paid \$100,000 building permit for this project right here that they want to put up.

Supervisor Ruso: Well, they haven't paid that.

Councilmember Boehlke: And this is a PILOT program, we haven't even negotiated that yet.

Supervisor Ruso: They haven't paid for a permit yet because no permits have been issued. They're prepared to do so.

Councilmember Boehlke: They're paying \$100,000.

Supervisor Ruso: \$125,000.

Councilmember Boehlke: That was the information I got, but I just want to bring it out that...

Supervisor Ruso: I think there's also the next step after this just for others is the PILOT. (To George McHugh, Esq.) Do you want to weight in on that, you've done a few of them?

George McHugh Esq.: Well, I have and what we're looking at doing is doing a 70/30 split where the 70 percent would go towards the PILOT broken down between the different taxing entities and 30 percent would actually go towards a host benefit agreement for the Town. That would be split between the Town and School District.

Supervisor Ruso: So the 30 percent we keep. Now the remaining 70, just like your taxes, are split between County, Town, and School. This School District, you know I'm not certain where's that...

Ellie Alfeld: You've got three school districts.

Supervisor Ruso: Yeah, but it's where the site is.

Ellie Alfeld: Well, that makes a difference.

Supervisor Ruso: It's where the site is.

George McHugh, Esq.: It does make a difference depending on their tax rate.

Ellie Alfeld: A big difference and the locations for the amount of the principal.

Supervisor Ruso: What was your estimate on the PILOT?

George McHugh, Esq.: You're looking at around 6,000 to 7,000 of megawatt total.

Supervisor Ruso: My thoughts were in the high \$20s, \$20,000 a year.

George McHugh, Esq.: Yes, but the host benefit is the big piece because that really helps give the Town a much larger chunk of it.

Supervisor Ruso: We're gonna put all the chips on our side of the table.

Ellie Alfeld: But, I mean we have RCS, we have Coxsackie, we have Greenville.

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Supervisor Ruso: It depends on where the site is. If it's in both sites, I don't where the School District line is. The railroad tracks is one of them and that's on the other side of the tracks from you.

Ellie Alfeld: That's right. I realize that, but what I'm trying to say to you is that maybe a lot of people don't understand the impact on their school tax which is the highest as far as the taxes go and I think that's very important to bring out. There is aid in that direction.

Supervisor Ruso: Well, thank you for your thoughts everybody.

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

Supervisor Ruso: I'm going to sign it right now.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 109-2021

JUNE 14, 2021

**RESOLUTION TO WAIVE 30 DAY WAITING PERIOD FOR SUBMISSION OF AN
ON-PREMISES LIQUOR LICENSE APPLICATION
BY THE BOATHOUSE GRILLE, LLC**

WHEREAS, the Boathouse Grille, LLC intends to file an application for an On-Premises Liquor License located at 80 Shady Harbor Drive, New Baltimore, NY, and

WHEREAS, pursuant to Alcohol Beverage Control Law 64(2A), an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement, and

WHEREAS, the Town Board hereby finds that the proposed sale of liquor is consistent with prior use at this location.

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Baltimore hereby waives the thirty (30) day notice period in regard to the On-Premises Liquor License application, allowing an earlier submission of said application.

Motion by Supervisor Ruso seconded by Councilmember Boehlke, Irving, and VanEtten

Supervisor Ruso: You've got a business to run and we want you to be successful.

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

Ellie Alfeld: So what has it been reduced down to instead of 30 days? Do you waive that?

Supervisor Ruso: Yeah, they can open it tomorrow technically because we waived it, but I'm not sure when they're gonna be ready.

Kathy Donovan: It's just to extend the outdoor dining so they're applying for everything

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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 110-2021
JUNE 14, 2021

**RESOLUTION TO ACCEPT PAVING BID FOR TOWN ROADS
PER AMENDED HIGHWAY 284 AGREEMENT**

WHEREAS the Town of New Baltimore advertised for bids in the *Daily Mail* for paving of Town roads and received two qualified bids which were opened at the bid opening at the April 12, 2021 Town Board Regular Meeting.

WHEREAS the following bids were received:

Callanan Industries, Inc.....\$53.33/Ton
Peckham Road Corporation.....\$59.65/Ton

RESOLVED the Town Board of the Town of New Baltimore accepts the bid from Callanan Industries, Inc. installed per bid specification and Amended Highway 284 Agreement adopted by Resolution 104-2021 on May 24, 2021 for paving on Shady Lane, Gedney Hill Road, Highmount Road, Pine Grove Road, Haas Hill, Sodom Road, Old Kings Road and Jennings Road.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 111-2021
JUNE 14, 2021

**RESOLUTION APPROVING ISSUANCE OF SECOND HAND JUNK & AUTO PARTS
DEALERS' LICENSE FOR J.B. CAR SERVICES**

WHEREAS Edwin Brockett is the operator of J. B. Car Services, Inc. located at 241 Flatbush Road, West Coxsackie, New York and appeared before the Planning Board on June 10, 2021 for renewal of a Special Use Permit.

WHEREAS the Planning Board recommended the Special Use Permit for J.B. Car Services, Inc. be renewed for a one-year period expiring June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED that J. B. Car Services Second Hand Junk & Auto Parts Dealers' License be renewed for a one-year period expiring June 30, 2022.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 112-2021
JUNE 14, 2021

**RESOLUTION TO PLACE ADVERTISEMENT FOR
PART-TIME DEPUTY TOWN CLERK**

WHEREAS an advertisement will be placed in the *Daily Mail* for a part-time Deputy Town Clerk.

WHEREAS the 2021 Budget supports the hiring of a Part-Time Deputy Town Clerk, Line Item A.1410 Town Clerk Personal Service.

RESOLVED that the Town Clerk will place the following advertisement, approved by the Attorney for the Town, in the *Daily Mail* for 7 days.

The Town of New Baltimore is seeking applications for a part-time Deputy Town Clerk. Duties include direct interaction with the public, issuing and registering all types of licenses, assisting with requests for information, collecting and processing fees, and other basic office tasks. Send letter of interest to Town Clerk Barbara Finke, 3809 County Route 51, Hannacroix, NY 12087 or clerk@townofnewbaltimore.org.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 113-2021
JUNE 14, 2021

RESOLUTION TO APPROVE EMERGENCY REPAIR OF HIGHWAY VEHICLE

WHEREAS the Town Board adopted a Procurement Policy on January 1, 2021 concerning the procurement of goods and services.

WHEREAS it was determined that there were multiple issues including exhaust replacement, EGR cooler replacement, turbo cleaning, engine block heater replacement, and exhaust manifold on the 2013 International Truck #7.

WHEREAS due to the emergency condition of this purchase and according to Procurement Policy 6 b, Section 103(4) of the General Municipal Law, this repair had to be performed immediately and an alternative proposal might threaten the life, health, safety or welfare of the residents.

BE IT RESOLVED that the Town Board of the Town of New Baltimore approves said emergency repair from Allegiance Trucks estimated to be \$10,976.49, Purchase Order No. H-2021-122.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

Supervisor Ruso: When they brought this in, they didn't know what was wrong that's basically what it is and now it's our main truck, our newest truck.

Ellie Alfeld: But what happened to it to incur all this damage?

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Supervisor Ruso: The Highway Superintendent claims that this particular year and model has a less than optimal engine. It was not well done. It's an International. They've been around forever, but this particular engine that came with that year or a group of years has not proven to be the best, not as previous Internationals have been. So that's what we're stuck at. So we have a truck that we paid \$125,000 for that if we don't get it fixed it's worth \$0.

Ellie Alfeld: And how would it incur danger to the public in New Baltimore?

Supervisor Ruso: Well, we have to have the truck certainly before the wintertime. It's good it's actually gone down now now during the winter because it took quite awhile to fix.

Ellie Alfeld: I just wanted to make sure it hasn't been in a vehicle accident.

Supervisor Ruso: No, it hasn't been. Actually, the exhaust system collapsed and it wouldn't push out exhaust which means it had no power.

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 114-2021

JUNE 14, 2021

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 2021-06-01 to 2021-06-51, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2021-06-01 to 2021-06-51.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until July 31, 2021.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Boehlke, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

Motion Carried

General \$10,010.10, Highway \$7,481.97, Sewer 1 \$51,479.35, Sewer 2 \$52.08, Water 2 \$14.40, Street Lighting 1 \$1,888.65, Street Lighting 2 \$162.43, Total \$71,088.98

Upcoming Meetings

- June 28, 2021 Town Board Work Meeting at 7 PM
- July 7, 2021 Zoning Board of Appeals (If Necessary) at 7:30 PM
- July 8, 2021 Planning Board Meeting at 7 PM
- July 12, 2021 Town Board Regular Meeting at 7 PM
- July 26, 2021 Town Board Work Meeting at 7 PM

Public Comment Period/Community Events

None

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Motion by Councilmember VanEtten seconded by Councilmember Boehlke to adjourn the meeting at 7:39 PM

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Supervisor Ruso: Thank you for coming folks.

Respectfully Submitted,

Barbara M. Finke RMC
Town Clerk