

**AGENDA
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
May 14, 2012**

Public Hearing - Proposed Local Law # 1 of 2012, a Local Law Establishing Collection of Late Fees in Sewer District #2, Water District #2 and Water District #3

Pledge of Allegiance

Approval of Minutes

- **February 27, 2012 Work Meeting (distributed 4/20/12 1:55pm)**
- **March 26, 2012 Work Meeting (distributed 5/4/12 11:20am)**
- **April 9, 2012 Regular Meeting**
- **April 16, 2012 Special Meeting (distributed 4/17/12 3:43pm)**

Presentations

Ravena Coeyman's School District Budget Presentation
New Baltimore Farmers Market 2012 Update

Public Comment Period

Correspondence

Old Business

1. Update on the Abandonment of VanGurpin Lane
2. Resolution to Approve Memorandum Of Agreement with Agfest Committee
3. Resolution to Renew Contract with Van Etten Family for Agfest

New Business

- 1 Resolution to Honor Rebecca Buono
- 2 Resolution to Approve Grant Request for New Baltimore Farmers Market
- 3 Resolution to Approve Purchase of Special Events Insurance Coverage for Agfest
- 4 Resolution to Approve Purchase of Airport Owners and Operators Liability Policy for Agfest
- 5 Resolution to Approve Site Plan and PDD Fees
- 6 Resolution to Approve Local Law # 1 of 2012, a Local Law Establishing Collection of Late Fees in Sewer District #2, Water District #2 and Water District #3

- 7 Resolution to Approved Agreement with Town of Cocksackie for Annexation of
Property Tax ID #41.00-5-35 and Tax ID # 40.04-2-9
- 8 Resolution to Pay Claims
- 9 Motion to Approve Cancelling May 28, 2012 Work Meeting in Observance of Memorial
Day
- 10 Discussion of Dog Issues

Adjournment

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

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**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 2012 Agfest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the fourteenth day of May, 2012, 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
MAY 14, 2012**

**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 2012.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this fourteenth day of May, 2012, 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 2 through June 3, 2012 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: _____, 2012

TOWN OF NEW BALTIMORE
MACHINERY

Dated: _____, 2012

NEW BALTIMORE ANTIQUE
AND AGRICULTURAL FESTIVAL ASSOC.

By: _____ By: _____

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**RESOLUTION TO ADOPT LOCAL LAW 1 of 2012 AUTHORIZING THE TOWN
BOARD TO PROVIDE FOR COLLECTION OF LATE FEES FOR SEWER DISTRICT
2 AND WATER DISTRICTS 2 AND 3**

WHEREAS, the Town Board of the Town of New Baltimore has held a public hearing on May 14, 2012 regarding proposed Local Law 1 of 2012, a Local Law Authorizing the Town Board to Provide for Collection of Late Fees for Sewer District 2 and Water Districts 2 and 3, at which time the public was given an opportunity to speak regarding this proposed Local Law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby adopts Local Law 1 of 2012, a Local Law authorizing the Town Board to provide for collection of late fees for Sewer District 2 and Water Districts 2 and 3.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

RESOLUTION TO REVISE TOWN FEE SCHEDULE

RESOLVED, that the Town Board does hereby amend the Fee Schedule as last revised on November 14, 2011 and hereby adopts the following changes and additions to the fee schedule:

BUILDING FEES

One and Two Family Homes (new homes and additions)	\$25 per 100 sq. ft. floor area
Non residential or Combined Use	\$35 per 100 sq. ft. floor area
Utilities (permitted towers, substations, etc.)	\$1,500 up to 3,000 sq. ft
	\$35 per 100 sq. ft. over 3,000 sq. ft.
Renovations (where building permit is required)	\$150
Garages	\$20 per 100 sq. ft. floor area
Decks and Porches	\$75
Chimneys, Wood Stoves and Gas Heaters	\$40
Mobile Homes – Single	\$150
Mobile Homes – Double Wide	\$225
Demolition Permits	\$75
Swimming Pools - Above Ground	\$60
Swimming Pools – In Ground	\$100
Sheds 144 sq. ft. and up to 300 sq. ft.	\$25
Sheds over 300 sq. ft.	\$20 per 100 sq. ft. floor

SEWAGE DISPOSAL FEES

Septic Systems – New (Professional Engineering Perc Test and Design Required by New York State Department of Health)	No Fee
Septic System Replacement or Repair	\$40
Sewer Hookup to Town Sewer District:	
Hookup and Inspection	\$75
Sewer Repair Inspection	\$40
Fitting (if needed)	\$30

EXCAVATION FEES

Culverts Under Driveways (Highway Dept. Inspection)	\$35
Culverts Across Roads (Highway Dept. Inspection)	\$100

ZONING AND PLANNING FEES

Planned Development District Application Fee (incl 10 acres	\$500.00
Over 10 acres and under 25 acres	add \$125.00/acre
Over 25 and under 50 acres	add \$100/acre
Over 50 Acres	add \$75/acre
(conservation lands will be excluded for the acreage calculations)	
Amendments to the Planned Development District	One half of the original
fee	
Special Use Permit or Variance – Non Commercial	\$40
Special Use Permit or Variance – Commercial Use	\$200
Renewable Special Use Permit or Variance – Commercial Use *	\$100
Site Plan Review	
Up to 10 acres	\$300.00
10 acres and less than 25	\$1000.00
25 acres and less than 50	\$2000.00
50 acres	\$4000.00
(undeveloped lands will be excluded from the acreage calculations)	
Renewal Fees	One half of the original
fee	
Subdivision Application – Minor Subdivision	\$30 per lot
Subdivision Application – Major Subdivisions	\$100 plus \$30 per lot for initial application; \$50 plus \$10 per lot for Final Plat approval

MISCELLANEOUS FEES

Building Permit Renewal	½ original permit cost
Temporary Certificate of Occupancy	\$10
Certificate of Occupancy Search/Prior to Zoning	\$15
Certified Copies/Genealogy Searches	\$10
Park Usage (day usage)	\$25 plus a refundable \$25 deposit that is returned to applicant if park is left in good condition following inspection)
Festivals or Public Gatherings	\$5

Beer Permit	\$20
Dog Licenses	
Spayed or neutered	\$7
Unspayed or unneutered	\$15
Late fee if not renewed within 30 days of expiration	\$5
Tag Replacement fee	\$2
Signs subject to Sign Ordinance	\$25
Fee will be waived if sign permit is part of a site plan approval	
Billboards	\$50
Photocopies, letter or legal	\$.25

* Any other annual town fees associated with the commercial use of the property will be waived upon payment of the fee for a Renewable Use Permit or Variance.

***** Prior fee schedule revisions as follows:
October 9, 2006; August 10, 2009; November 14,

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**RESOLUTION AUTHORIZING FUNDING FOR
NEW BALTIMORE FARMERS' MARKET**

RESOLVED, that the Town Board does hereby authorize the amount of \$250.00 to be paid from the budgetary appropriation for Cultural Programs to the New Baltimore Farmers' Market to assist in funding the operation of the New Baltimore Farmers' Market for its 2012 season.

COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION

MAY 14, 2012

CONGRATULATING REBECCA BUONO UPON THE OCCASION
OF RECEIVING THE GIRL SCOUT GOLD AWARD

WHEREAS, Rebecca Buono, a resident of the Town of New Baltimore, will be receiving the Girl Scout Gold Award, the highest award in Girl Scouting; the Awards Ceremony to be held on May 21, 2012, and

WHEREAS, the Girl Scouts of the USA and its members are dedicated to the development of courage, confidence, and character in our youth to prepare them for success in the real world, and

WHEREAS, the Gold Award is the highest achievement of leadership in Girl Scouting, earned by those young women who are recognized for their leadership, organizational skills and commitment to improving the world around them, and

WHEREAS, Rebecca Buono has been involved in Girl Scouting for eleven years and is actively involved in Troop 1406, and

WHEREAS, Rebecca planned and implemented a project that reached beyond the Girl Scout organization and provides a sustainable, lasting benefit to her community, and

WHEREAS, this outstanding achievement brings great pride to her 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 extend its congratulations to Rebecca Buono on the occasion of her receiving the Girl Scout Gold Award.

Adopted by the Town Board of the Town of New Baltimore on the fourteenth day of May, 2012.

Janet A. Brooks, Town Clerk

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**RESOLUTION TO AUTHORIZE PURCHASE OF AIRPORT OWNERS AND
OPERATORS LIABILITY INSURANCE FOR AGFEST**

RESOLVED, that the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to take the necessary actions to purchase Airport Owners and Operators Liability insurance with a limit of \$1,000,000 for the annual Agfest event to be held on June 2 and 3, 2012. The premium amount for this coverage will be \$531.00.

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**RESOLUTION TO AUTHORIZE PURCHASE OF SPECIAL EVENTS LIABILITY
INSURANCE FOR AGFEST**

RESOLVED, that the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to take the necessary actions to purchase special events liability insurance with a limit of \$ 1,000,000 per occurrence/\$2,000,000 aggregate for the annual Agfest event to be held on June 2 and 3, 2012. The premium amount for this coverage will be \$ 830.00.

**AGREEMENT BETWEEN TOWN OF NEW BALTIMORE AND
TOWN OF COXSACKIE REGARDING ANNEXATION OF PROPERTIES**

WHEREAS, a dispute has arisen concerning the taxation of property claimed to be located in either the Town of New Baltimore and/or the Town of Coxsackie, and

WHEREAS, the Towns wish to resolve this matter in accordance with the terms set forth herein;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town of Coxsackie and the Town of New Baltimore as follows:

1. The Town of Coxsackie will annex property located in the Town of New Baltimore tax map ID # 40.04-2-9. This property is approximately 9 acres.
2. The Town of New Baltimore will annex property located in the Town of Coxsackie tax map ID # _____. This property is approximately 2.2 acres.
3. Each Town will commence an annexation proceeding in accordance with New York State Law in the New York State Supreme Court, Greene County, and neither Town will contest the relief requested in the other Town's annexation proceeding.
4. Each Town will be responsible for any expenses incurred in the annexation proceedings including, but not limited to, survey and legal costs.
5. The annexations proceedings will proceed simultaneously to a final judgment which shall provide that each Town will be allowed to assess the annexed properties on their respective tax rolls.

Dated: May __, 2012

Dated: May __, 2012

TOWN OF COXSACKIE

TOWN OF NEW BALTIMORE

By: _____
Hon. Alexander Betke

By: _____
Hon. Susan O'Rorke, Supervisor

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
RESOLUTION
MAY 14, 2012**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT WITH
TOWN OF COXSACKIE FOR ANNEXATION OF PROPERTIES**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the attached agreement for the annexation of properties in the Town of Cocksackie and the Town of New Baltimore.

BE IT FURTHER RESOLVED, that the Town Board requests the Assessor to remove the property located at 12319 US 9W from the Town Assessment Roll for 2012.