

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

**MARCH 11, 2019
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- February 25, 2019 Town Board Work Meeting Minutes

Correspondence

- Village Trustee Linda Muller

Public Comment Period

New Business

- Resolution of the Town of New Baltimore Authorizing the Supervisor to Enter into an Agreement with Greene County Outlaws, Inc. d/b/a Greene County Outlaws Baseball, to Use and Maintain the Town Baseball Field Located at 1508 CR 54, Hannacroix
- Resolution of the Town of New Baltimore Authorizing the Supervisor to Enter into an Agreement with Capital District Cricket Association, Inc., to Use and Maintain a Designated Portion of the Town Park Located at 3 Old Kings Road, New Baltimore
- 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 2018 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- Resolution Authorizing Expenditures Proposed by Town Justices to be Funded by a Grant Received by the Office of Court Administration for the Town Justice Court
- Resolution to Recommend Appointment to Greene County Planning Board
- Audit of Claims

Upcoming Meetings

- March 25, 2019 Town Board Work Meeting at 7 PM
- March 27, 2019 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- April 3, 2019 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 8, 2019 Town Board Regular Meeting at 7 PM
- April 11, 2019 Planning Board Meeting at 7 PM
- April 22, 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******

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.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION #73-2019

MARCH 11, 2019

**RESOLUTION OF THE TOWN OF NEW BALTIMORE
AUTHORIZING THE SUPERVISOR TO ENTER
INTO AN AGREEMENT WITH GREENE COUNTY OUTLAWS, INC. d/b/a GREENE
COUNTY OUTLAWS BASEBALL, TO USE AND MAINTAIN THE TOWN BASEBALL
FIELD LOCATED AT 1508 CR 54, HANNACROIX**

WHEREAS, the Town Board of the Town of New Baltimore (hereinafter referred to as the "Town") has received a request from Greene County Outlaws, Inc., more commonly referred to as Greene County Outlaws Baseball, to renew its Agreement with the Town, which has expired, to use and maintain the baseball field located at 508 CR 54, Hannacroix, which will be open to public and will be a betterment to and recreational opportunity for the public and the members of the Outlaw Baseball; and

WHEREAS, the Town previously reviewed the request in conjunction with the NYS Town Law §64 (7) and the Town's Park Use Permit and Procedure, declared itself Lead Agency of the within proposal and issued a Negative Declaration finding that no substantial environmental impact would arise from the project, and further conducted a site review of the proposal and determined that the proposal adequately meets each of the potential review standards, which are found in the Town's Site Plan Review Law; and

WHEREAS, nothing has changed with respect to the use and maintenance previously approved,

NOW THEREFORE, it is hereby

RESOLVED, that the Town agrees to permit the Greene County Outlaws Baseball to use and maintain the subject baseball field under the terms and conditions set forth in the previously submitted application materials, and as memorialized in the proposed Agreement attached hereto; and it is further

RESOLVED, that the Town Supervisor has the authority to enter into the Agreement on behalf of the Town, whose signature is to be attested to by the Town Clerk; and it is further

RESOLVED, that the Agreement shall be executed in duplicate, and one original, along with the appropriate insurance certificates shall be kept on file with the Town Clerk.

AGREEMENT TO USE AND MAINTAIN THE TOWN OF NEW BALTIMORE BASEBALL FIELD

THIS AGREEMENT is entered into this _____ day of _____, 2019 by and between the TOWN OF NEW BALTIMORE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 3809 CR 51, Hannacroix, NY 12087 ("the town"), and GREENE COUNTY OUTLAWS, INC. (D/B/A GREENE COUNTY OUTLAWS BASEBALL), a NYS not for profit corporation with an address of 265 CR 51, Coxsackie, NY 12051 ("the User"):

WITNESSETH, that the Town and the User, for the consideration hereinafter named, agree as follows:

ARTICLE 1. PURPOSE

The User, a travel youth baseball organization serving predominantly the residents of Greene County, desires to use the Town of New Baltimore's baseball field located at 1508 County Route 54, Hannacroix, NY ("ball field") as part of its youth baseball program for children ages 7 - 12.

ARTICLE 2. CONSIDERATION

In consideration of use of the ball field, the User agrees to:

1. Prepare the ball field prior to the inception of use by the youth baseball program
2. Generally maintain the ball field for use throughout the spring, summer and fall
3. Prepare the ball field on a daily basis when being used by the youth baseball program
4. Furnish equipment and other ancillary items necessary for the youth baseball coordinated under the Town's youth program.

Sections 1, 2 and 3 above shall include, but not be limited to cutting grass in both the infield and outfield, maintenance and repair of the scoreboard, cleaning and maintenance of the dugouts, and removal of all garbage collected during use of the fields

ARTICLE 3. INSURANCE

The User shall not be permitted to perform any work on the ball field or use the ball field as part of its youth baseball program until it has obtained the following insurance, which shall be for the duration of this Agreement and shall be approved by the Town Supervisor:

1. Worker's Compensation Insurance for its employees who as assigned to perform the work hereunder
2. General Liability and Property Damage Insurance, naming the Town as additional insured, covering claims for damages for personal injury, including accidental death,

as well as claims for property damage which may arise from the activities permitted under this contract. The General Liability Insurance shall be in an amount not less than \$500,000 for injuries, including wrongful and/or accidental death to any one person and subject to the same limit for each person, and in an amount not less than \$1,000,000 on account of any one occurrence. Property Damage Insurance shall be in an amount not less than \$300,000 for damage occurring during the time period of this Agreement.

ARTICLE 4. PERIOD OF EFFECTIVENESS

This Agreement shall be effective for twenty months, beginning April 1, 2019 and expiring November 30, 2021. This Agreement may be renewed by the Town on a formal written request by the User for 20 month periods for up to 5 additional periods. In the event that the User notified the Town in writing of its desire to renew this Agreement, The Town shall be authorized to renew the Agreement by Resolution.

ARTICLE 5. TERMINATION

The Town may terminate this Agreement upon 30 days notice if the User is in violation or default of any of the provisions herein, or if there is any physical altercation or intervention of law enforcement during the period of use.

ARTICLE 6. REPORTING

1. Any accident that occurred during the User's use of the ball field shall be reported to the office of the Town Supervisor as soon as possible, or if not occurring during normal business hours, no later than 24 hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.
2. Any physical altercation occurring on the ball field, or any matter which required the presence of law enforcement, shall be reported immediately to the office of the Town Supervisor, or, if not occurring during normal business hours, no later than 24 hours from the time of such accident. Such occurrence may result in the Town terminating this Agreement.

Failure to report, as mandated herein, shall be a violation of this Agreement.

ARTICLE 7. PERMITS AND REGULATIONS

The User shall be responsible to procure and pay for any and all permits and licenses necessary for the work to be performed hereunder and the use of said ball field in the manner allowed.

ARTICLE 8. INDEMNITY AND HOLD HARMLESS AGREEMENT

The User agrees to indemnify and hold harmless the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and/or employees arising from the negligence or malfeasance, active or passive, of the User or its agents.

ARTICLE 9. ASSIGNMENT

This User is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

ARTICLE 10. NOTICES

All notice and payments required hereunder shall be addressed as follows, or to any such other addresses as may hereinafter be designated in writing by either party hereto, and shall be sent by certified mail, return receipt requested:

TOWN: Town of New Baltimore, 3809 CR 51, Hannacroix, NY 12087

USER: Gregory Sager, President, Greene County Outlaws, Inc., 265 CR 51,
Coxsackie, NY 12051

ARTICLE 11. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless the same is in writing and signed by the party waiving said breach. No such waiver shall have any affect on any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 12. MODIFICATION.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties. There shall be no oral modification of any term or provision herein.

ARTICLE 13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. Jurisdiction shall be limited to Greene County.

IN WITNESS WHEREOF, the parties, as duly authorized, have hereunto set their hands and seals on the day and year first written above.

TOWN OF NEW BALTIMORE
(D/B/A GREENE COUNTY OUTLAWS BASEBALL)

GREENE COUNTY OUTLAWS, INC.

BY: Jeffrey Ruso, Supervisor
as authorized by Resolution No. _____
of the Town Board of the Town of
New Baltimore

BY: Gregory Sager, President

Attested to:

Sworn to before me this
____ day of _____, 2019

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 74-2019

MARCH 11, 2019

**RESOLUTION OF THE TOWN BOARD
OF THE TOWN OF NEW BALTIMORE
AUTHORIZING THE SUPERVISOR TO ENTER
INTO AN AGREEMENT WITH CAPITAL DISTRICT CRICKET ASSOCIATION, INC.,
TO USE AND MAINTAIN A DESIGNATED PORTION OF THE TOWN PARK
LOCATED AT 3 Old Kings Road, New Baltimore**

WHEREAS, the Town Board of the Town of New Baltimore (hereinafter referred to as the “Town”) has received a request from the Capital District Cricket Association, Inc., to renew its Agreement with the Town, which has expired, to use and maintain a cricket pitch at the Town of Baltimore Town Park located at Silver Lakes Park, 3 Old Kings Road, New Baltimore, which will be open to public and will be a betterment to and recreational opportunity for the public and the members of the Outlaw Baseball; and

WHEREAS, the Town previously reviewed the request in conjunction with the NYS Town Law §64 (7) and the Town’s Park Use Permit and Procedure, declared itself Lead Agency of the within proposal and issued a Negative Declaration finding that no substantial environmental impact would arise from the project, and further conducted a site review of the proposal and determined that the proposal adequately meets each of the potential review standards, which are found in the Town’s Site Plan Review Law; and

WHEREAS, nothing has changed with respect to the use and maintenance previously approved,

NOW THEREFORE, it is hereby

RESOLVED, that the Town agrees to permit the Capital District Cricket Association to use and maintain the subject cricket pitch under the terms and conditions set forth in the previously submitted application materials, and as memorialized in the proposed Agreement attached hereto; and it is further

RESOLVED, that the Town Supervisor has the authority to enter into the Agreement on behalf of the Town, whose signature is to be attested to by the Town Clerk; and it is further

RESOLVED, that the Agreement shall be executed in duplicate, and one original, along with the appropriate insurance certificates shall be kept on file with the Town Clerk.

AGREEMENT TO USE AND MAINTAIN A PORTION OF THE
THE TOWN OF NEW BALTIMORE TOWN PARK LOCATED AT
3 Old Kings Road, New Baltimore
FOR A CRICKET PITCH

THIS AGREEMENT is entered into this _____ day of _____, 2019 by and between the TOWN OF NEW BALTIMORE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 3809 CR 51, Hannacroix, NY 12087 ("the town"), and CAPITAL DISTRICT CRICKET ASSOCIATION, INC., a NYS not for profit corporation with an address of 19 Chesire Way, Albany, NY 12211 ("the User"):

WITNESSETH, that the Town and the User, for the consideration hereinafter named, agree as follows:

ARTICLE 1. PURPOSE

The User, a group dedicated to the promotion of the game of Cricket in the Capital District, desires to use the Town of New Baltimore's park located at Silver Lakes Park, 3 Old Kings Road, New Baltimore ("park") as part of its cricket league. Use shall consist of typically 2 – 3 days per week, as needed.

ARTICLE 2. CONSIDERATION

In consideration of use of the park, the User agrees to develop and maintain a cricket pitch site at the park within the following specification and conditions:

1. User shall provide topsoil, grading and seeding of the designated area at the Park and installation of a 60' x 6-8' cricket pitch
2. User shall remove all litter, refuse and garbage from the designated area at the end of each day, and the subject area must be kept neat, ordering and well- maintained.
3. User shall pay \$25.00 per day for each day of use at the park.

ARTICLE 3. INSURANCE

The User shall not be permitted to perform any work on the park or use the park as part of its cricket league until it has obtained the following insurance, which shall be for the duration of this Agreement and shall be approved by the Town Supervisor:

3. Worker's Compensation Insurance for its employees who as assigned to perform the work hereunder
4. General Liability and Property Damage Insurance, naming the Town as additional insured, covering claims for damages for personal injury, including accidental death, as well as claims for property damage which may arise from the activities permitted under this contract. The General Liability Insurance shall be in an amount not less than \$500,000 for injuries, including wrongful and/or accidental death to any one person and subject to the same limit for each person, and in an amount not less

than \$1,000,000 on account of any on occurrence. Property Damage Insurance shall be in an amount not less than \$300,000 for damage occurring during the time period of this Agreement.

ARTICLE 4. PERIOD OF EFFECTIVENESS

This Agreement shall be effective for twenty months, beginning April 1, 2019 and expiring November 30, 2021. This Agreement may be renewed by the Town on a formal written request by the User for 20 month periods for up to 5 additional periods. In the event that the User notified the Town in writing of its desire to renew this Agreement, The Town shall be authorized to renew the Agreement by Resolution.

ARTICLE 5. TERMINATION

The Town may terminate this Agreement upon 30 days notice if the User is in violation or default of any of the provisions herein, or if there is any physical altercation or intervention of law enforcement during the period of use.

ARTICLE 6. REPORTING

3. Any accident that occurred during the User's use of the park shall be reported to the office of the Town Supervisor as soon as possible, or if not occurring during normal business hours, no later than 24 hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.
4. Any physical altercation occurring on the park, or any matter which required the presence of law enforcement, shall be reported immediately to the office of the Town Supervisor, or, if not occurring during normal business hours, no later than 24 hours from the time of such accident. Such occurrence may result in the Town terminating this Agreement.

Failure to report, as mandated herein, shall be a violation of this Agreement.

ARTICLE 7. PERMITS AND REGULATIONS

The User shall be responsible to procure and pay for any and all permits and licenses necessary for the work to be performed hereunder and the use of said park in the manner allowed.

ARTICLE 8. INDEMNITY AND HOLD HARMLESS AGREEMENT

The User agrees to indemnify and hold harmless the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and/or employees arising from the negligence or malfeasance, active or passive, of the User or its agents.

ARTICLE 9. ASSIGNMENT

This User is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its

power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

ARTICLE 10. NOTICES

All notice and payments required hereunder shall be addressed as follows, or to any such other addresses as may hereinafter be designated in writing by either party hereto, and shall be sent by certified mail, return receipt requested:

TOWN: Town of New Baltimore, 3809 CR 51, Hannacroix, NY 12087

USER: Ashok Adikoppula, Capital District Cricket Association, Inc., 19 Chesire Way, Albany, NY 12211

ARTICLE 11. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless the same is in writing and signed by the party waiving said breach. No such waiver shall have any affect on any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 12. MODIFICATION.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties. There shall be no oral modification of any term or provision herein.

ARTICLE 13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. Jurisdiction shall be limited to Greene County.

IN WITNESS WHEREOF, the parties, as duly authorized, have hereunto set their hands and seals on the day and year first written above.

TOWN OF NEW BALTIMORE

CAPITAL DISTRICT CRICKET
ASSOCIATION, INC.

BY: Jeffrey Ruso, Supervisor
as authorized by Resolution No. _____
of the Town Board of the Town of
New Baltimore

BY: Ashok Adikoppula, President

Attested to:

Sworn to before me this
____ day of _____, 2019

Barbara Finke, Town Clerk
Town of New Baltimore

Notary Public

Affix Seal here

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 75-2019

MARCH 11, 2019

**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 2019.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 11th day of March, 2019 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 May 31-June 2, 2019 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: _____, 2019 Dated: _____, 2019
TOWN OF NEW BALTIMORE

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

By: _____ By: _____

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 76-2019

MARCH 11, 2019

**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 2019 AgFest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 11th day of March, 2019, 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 30, 2019 and end on June 4, 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 77-2019

MARCH 11, 2019

**RESOLUTION TO ADOPT SUPERVISOR'S 2018 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 23, 2019.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 78-2019

MARCH 11, 2019

**RESOLUTION AUTHORIZING EXPENDITURES PROPOSED BY
TOWN JUSTICES TO BE FUNDED BY A GRANT RECEIVED BY THE
OFFICE OF COURT ADMINISTRATION FOR THE TOWN JUSTICE COURT**

WHEREAS the Town of New Baltimore Justice Court received grant monies from the New York State Office of Court Administration in 2018.

RESOLVED the Town Justices have proposed the expenditure for the following items in accordance with the Town's Procurement Policy adopted January 1, 2019 and with approval by the Attorney for the Town.

COMPANY	DESCRIPTION	PRICE
Tip Top Floor Covering	Installation of Carpet, Rip Up, Move Furniture, Cove Base Install Heaven Carpet, Felt Padding, Coventry Gold Over the Top, Windsor Blue Cove Base With Toe	\$ 525.70 1,086.41

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 79-2019

MARCH 11, 2019

**RESOLUTION TO RECOMMEND APPOINTMENT TO
GREENE COUNTY PLANNING BOARD**

RESOLVED that the Town Board of the Town of New Baltimore does hereby recommend to the Greene County Economic Development, Tourism & Planning and the Greene County Legislature that Jean Horn be reappointed as the Town of New Baltimore's representative to the Greene County Planning Board, with said term to expire on March 15, 2022.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 80-2019

MARCH 11, 2019

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 2019-03-01 to 2019-03-, it is

REVOLVED that the Supervisor is hereby authorized to pay claims 2019-03-01 to 2019-03-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until May 31, 2019.