

6:45 PM Public Hearing on Proposed Local Law #2 to Establish a New Schedule of Real Property Tax Exemptions for Persons Sixty-Five (65) Years of Age or Over and Persons with Disabilities and Limited Incomes

**AGENDA
TOWN OF NEW BALTIMORE, COUNTY OF GREENE
TOWN BOARD WORK MEETING**

DECEMBER 22, 2025

Please silence cell phones while the meeting is in progress.

Reports

Supervisor

- Resolution to Amend Points for a Parcel in Sewer District #1

County Legislator

Town Clerk

- April 28, 2025 Town Board Work Meeting
- May 29, 2025 Town Board Work Meeting
- December 8, 2025 Town Board Regular Meeting

Historian

Agriculture/AgFest (Member VanEtten)

Animal Control (Chair Kash, Member Sottolano)

- Resolution Authorizing Supervisor to Execute Agreement with Columbia-Greene Humane Society

Assessment (Chair Sottolano/Member Kash)

- Resolution to Adopt Local Law #2 of 2025 to Establish a New Schedule of Real Property Tax Exemptions for Persons Sixty-Five (65) Years of Age or Over and Persons with Disabilities and Limited Incomes

Audit and Budget (Chair Ruso/Member Downes)

Buildings & Grounds/Recycling (Chair Downes/Member VanEtten)

Code Enforcement Officer (Chair Downes/Member Ruso)

Fire, EMS & Law Enforcement (Member Dellisanti)

Grants/Promotions/Economic Development (Chair VanEtten/Member Ruso)

Highway (Chair Ruso/Member Downes)

Insurance (Chair Ruso/Member Downes)

Personnel (Chair Ruso/Member VanEtten)

Planning Board (Chair Downes/Member Kash)

Seniors (Chair VanEtten/Member Ruso)

Technology/Website (Chair Downes/Member VanEtten)

Town Courts (Chair Kash/Member Sottolano)

Veterans and Memorials (Chair VanEtten/Member Downes)

Wastewater Treatment (Chair Sottolano/Member Kash)

Youth, Parks and Recreation (Chair VanEtten/Member Ruso)

- Resolution Authorizing the Town 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

Zoning Board of Appeals (Chair Sottolano/Member Kash)

- Motion to Accept the Resignation of Zoning Board of Appeals Member

Public Comment Period/Community Events

Audit of Claims

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.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 154-2025

December 8, 2025

RESOLUTION TO AMEND POINTS FOR A PARCEL IN SEWER DISTRICT #1

WHEREAS the early data gathering for parcels in Sewer District # 1 indicated that there should be added points for six parcels, and

WHEREAS upon outreach a parcel owner has provided sufficient information that the number of sewer tax points for their parcel should be amended back from 20 points to 10 points, and

WHEREAS the parcel owner paid a sewer tax bill for this parcel on March 12, 2025 that was a greater amount than what would be the total, annual sewer tax for a parcel charged with 10 points,

NOW, THEREFORE, BE IT RESOLVED, that for Parcel 7.08-1-7.1 the points assessed will be reduced back to 10 points, that the sewer tax for 2025 will be considered as paid and that no unpaid sewer tax charges will be sent, regarding this parcel, to the Greene County Property Tax Service for relevy onto 2026 property taxes.



TOWN OF NEW BALTIMORE

County of Greene
3809 County Rte. 51
Hannacroix, N.Y. 12087

Telephone: (518) 756-6671 ext 5
TDD/TTY: (800) 662-1220
Fax: (518) 756-8880
Web: www.townofnewbaltimore.org
Email: clerk@townofnewbaltimore.org

Barbara M. Finke RMC, CTO
Town Clerk

Town Clerk Report November 1-30, 2025

1 CO Search Compliance Commercial \$200, 7 Building Permits \$1,499, 1 CO Search \$125, 7 Hunting/Fishing Licenses \$18.28, 8 Dog Licenses \$54, 2 Late Dog Licenses \$10, 1 Marriage Licenses \$17.50, 1 Marriage Officiant \$25, 2 Demolition Permits \$150, 1 Minor Subdivision \$150, 6 Certified Copies \$60, 8 Photo Copies \$2, Recycle Fees \$16, Total State, County & Local Revenues \$2,620, \$10 to the New York State Department of Agriculture and Markets for the Spay/Neuter Program, \$22.50 to the New York State Department of Health for Marriage License, \$260.72 to the New York State Department of Environmental Conservation for Hunting/Fishing Licenses, Total to Supervisor \$2,326.78.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 157-2025
DECEMBER 22, 2025**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT
WITH COLUMBIA-GREENE HUMANE SOCIETY**

RESOLVED that the Town Board does hereby authorize the Supervisor to execute an agreement with the Columbia-Greene Humane Society/SPCA for the period January 1-December 31, 2026 for shelter services at a rate of \$40 per dog per day for the first ten days of housing and \$550 will be added on the eleventh day where the dog will become the responsibility of the Columbia-Greene Humane Society/SPCA.



Columbia-Greene

HUMANE SOCIETY/SPCA

Celebrating Over 65 Years of Caring for Animals in Need

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

Phone (518) 828-6044 Fax (518) 828-7709

Website: www.cghs.org Email: info@cghs.org

Facebook: www.facebook.com/cghs.org

Chairperson of the Board

Charlene Marchand

December 5, 2025

1st Vice Chairperson

James Carlucci, Esq.

2nd Vice Chairperson

Robert Gibson, Esq.

Treasurer

Scott Shallo, CPA, Esq.

Secretary

Jennifer Donoghue

Members

Hollie Adams

Russ Gibson

Peter Hogan, CPA

Gisela Marian

Sharyn Richards-Marks

CGHS Medical Director

Jerry Bilinski, DVM

Veterinary Advisors

Barbara Clayton, DVM

Stefani Gagliardi, DVM

Bernardo Mongil, DVM

Danielle Sand, VMD

Honorary Life Members

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Darlene Bilinski

Jerry Bilinski, DVM

Duncan Calhoun

Deborah Cohen

Russ Gibson

Sharon E. Grubin

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Eric Hannay

Patricia Kenehan

Jane Krebs

Jim Krebs

Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Jennifer Newton

Robert Newton

Katrina Perez

Ronald Perez Jr.

Brenda Schram

Charles Schram

Anne Weinberg

President & CEO

Ronald Perez Jr.

Dear Town, City, and Village Supervisors and Board Members:

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2026. Please read the contracts thoroughly. They are not negotiable and will not be alterable on an individual basis. Please do not send revisions.

We are proud to offer this service to our community and we feel that community members can rest easy knowing that, if their dog should leave their property and is brought to CGHS/SPCA, it will be cared for by trained, caring, compassionate staff. As a commitment to our neighbors, we have continued to keep our doors open for municipal services. With this in mind, we must ask for cities, towns, and villages to assist us in costs that allow us to continue to offer this vital service to the communities we serve.

Fee highlights are as follows:

- **\$40 per dog, per day for the first ten days of housing.** This will cover holding the dog for the entire course of its five-day redemption period mandated by the NYS Department of Agriculture and Markets law, as well as an additional five days to permit the owner to redeem their dog before it is eligible for adoption.
- On the eleventh day of housing, it will be assumed that the dog will not be redeemed by an owner, and it will become the responsibility and custody of CGHS/SPCA. **A flat charge of \$550 will then be added to cover all services beyond the first ten days until the point of disposition.**

Please remember that this fee structure applies to Article 7 housing only. Animals brought in under cruelty circumstances must be approved prior to intake and will have fees determined on a per-case basis.

Please keep one copy of your contract on file for your records, and return the other signed copy to us no later than **December 31, 2025** in order for us to remain housing for you smoothly into the New Year. Municipalities with no contract on file for dog housing are subject to be placed in non-compliance by the NYS Department of Agriculture and Markets.

We are also requesting that you provide your most current impoundment fee structure, as this may have changed based on our new fee structure. If you make changes at any time to either your impoundment fees or your Dog Control Officer, please notify us immediately so we can make the proper adjustments and transition your changes seamlessly.

Thank you for your attention. Please contact us with any questions regarding our fees at (518) 828-6044 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.
President and CEO
Columbia-Greene Humane Society/SPCA



Columbia-Greene
HUMANE SOCIETY/SPCA

Celebrating Over 65 Years of Caring for Animals in Need

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Brenda Schram

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Anne Weinberg

President & CEO

Ronald Perez Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The Town of

NEW BALTIMORE

THIS AGREEMENT is made for the period of January 1, 2026 through December 31, 2026, between the Town of NEW BALTIMORE, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

The Columbia-Greene Humane Society, Inc., a membership corporation existing under and by virtue of the laws of the State of New York, for the prevention of cruelty to and the protection of animals, having its principal place of business in the Town of Claverack, County of Columbia, State of New York, hereinafter referred to as the "Humane Society."

WITNESSETH:

That, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, the Humane Society, in consideration of payment to it by the Municipality of several sums of money herein agreed to be paid at the time and in the manner hereinafter more particularly described, hereby covenants and agrees for itself and its successors, as follows:

FIRST: That it will undertake, through its duly appointed agents, the impoundage of all unleashed, unlicensed, or untagged dogs brought to it by the Dog Control Officer (hereinafter referred to as the "DCO") of the Municipality, which have been found to have been running at large in violation of provision of Article 7 of the Agriculture and Markets Law of the State of New York and any existing local law enacted by the Municipality. It will also provide proper food and shelter for such dogs while in its possession until redeemed or otherwise disposed of pursuant to, and as provided in, Article 7 of the Agriculture and Markets Laws and any existing local law enacted by the Municipality.

SECOND: The Humane Society will provide and maintain a shelter for seized dogs; will properly care for all dogs in such a shelter; and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under care and charge of a competent employee and shall be open to the public at reasonable hours for the purpose of receiving applications for the redemption of dogs as provided by law. Such shelter shall be open daily between

the hours of 11:30 a.m. to 4:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

THIRD: The Humane Society and the Municipality will comply with the provisions of Article 7 of the Agriculture and Markets Law and with the applicable provisions of the Public Health Law of the State of New York and any rules and regulations promulgated thereto in relation to the seizure, holding care, redemption, and disposition of seized dogs. This Agreement applies to dogs seized under the provisions of Article 7 only. Any other animals seized for any reason or purpose, including but not limited to quarantine, abandonment, and cruelty cases, will be accepted at the sole discretion of the Humane Society, and shall be billed to the Municipality separately from the fee structures outlined in Paragraph Seventh, below.

FOURTH: The Municipality and the Humane Society each hereby reserve the right to cancel and declare this Agreement null and void at any time during the period of the same for reason of the failure of the Municipality or the Humane Society to perform any of the terms and conditions herein contained.

FIFTH: The Humane Society and the DCO for the Municipality will both file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by Article 7, §113 (sub. 4) of the NYS Department of Agriculture and Markets Law. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location. Redeemed dogs shall be licensed or have proof of a current license prior to leaving the custody of the Humane Society pursuant to Article 7, §117 (sub. 4) of the NYS Department of Agriculture and Markets Law. All licenses must be issued by the municipality wherein the dog's owner resides. The Humane Society will assist in obtaining necessary vaccinations for dogs eligible for redemption to facilitate municipal dog licensing; however, it is the sole responsibility of the redeemed dog's owner to obtain a license from their resident municipality before the dog can be released from the custody of the Humane Society. A tag shall not be considered proof of current license.

SIXTH: The Humane Society will remit all impoundment fees collected in carrying out the provisions of this Agreement to the Fiscal Officer of the Municipality, provided that there are no outstanding fees owed to the Humane Society from the Municipality. However, should the Municipality be negligent in paying contractual fees, the Humane Society may retain the impoundment fees in exchange for monies owed.

SEVENTH: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society according to the following fee structure:

1. For the first ten (10) days of impoundment, the Municipality will pay the Humane Society \$40 for each 24-hour period of impoundment.
2. If the impounded dog is not claimed by the 10th day of impoundment, the Municipality will be charged an additional \$550.
3. The Humane Society reserves the sole right to make all decisions regarding the dog's disposition. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.
4. All payments will be due upon receipt of an invoice, which will be mailed within the month following the month for which the invoice applies.

5. Any day on which the Humane Society is not open for any reason will be considered an excluded 24-hour period.

EIGHTH: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: In the case of an injured dog, the Municipality shall be separately responsible for any emergency veterinary care required.

TENTH: No liability in damages or otherwise shall be incurred by the Humane Society or the Municipality on account of seizure, surrender, euthanasia, or adoption pursuant to the provisions of Article 7.

ELEVENTH: If anyone other than the DCO brings a stray dog to the Humane Society, the Humane Society will notify the DCO and/or the Municipal Clerk of the Municipality in which the dog was found by telephone, and unless otherwise instructed, will subsequently accept the dog. The DCO shall appear at the shelter within twenty-four hours to complete all necessary paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113.

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on December 1, 2025.

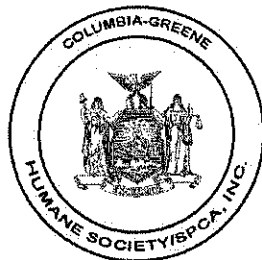
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: _____

Supervisor/Municipal Clerk

(Seal)

T/V/C of _____



(Seal)

By: _____

President and C.E.O.

Columbia-Greene Humane Society/SPCA

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 158-2025
DECEMBER 22, 2025**

**RESOLUTION TO ADOPT LOCAL LAW #2 OF 2025 TO ESTABLISH A NEW
SCHEDULE OF REAL PROPERTY TAX EXEMPTIONS
FOR PERSONS SIXTY-FIVE (65) YEARS OF AGE OR OVER
AND PERSONS WITH DISABILITIES AND LIMITED INCOMES**

BE IT ENACTED by the Town Board of the Town of New Baltimore, as follows:

SECTION 1. This Local Law is adopted pursuant to the authority of Real Property Tax §459© and §467. All definitions, terms and conditions of such statute shall apply to this Local Law and are incorporated herein.

SECTION 2. Local Law #1 of 2025 is HEREBY REPEALED.

SECTION 3. The Town Board of the Town of New Baltimore will follow the Greene County Senior Citizen Tax Exemption and hereby establishes the following sliding scale of property tax exemptions for real property owned by persons sixty-five (65) years of age or over and for real property owned by a person with a disability whose income is limited by such disability, and used as the legal residence of such person, based on the income limits set forth below:

<u>Maximum Income Limit</u>	<u>Property Tax Exemption</u>
\$37,000.00	50%
\$37,000.01-\$37,999.99	45%
\$38,000.00-\$38,999.99	40%
\$39,000.00-\$39,999.99	35%
\$40,000.00-\$40,899.99	30%
\$40,900.00-\$41,799.99	25%
\$41,800.00-\$42,699.99	20%
\$42,700.00-\$43,599.99	15%
\$43,600.00-\$44,499.99	10%
\$44,500.00-\$45,399.99	5%

SECTION 4. Any person who qualifies for a property tax exemption as a person with a disability shall not be eligible for a property tax exemption as a person who is sixty-five (65) years of age or over.

SECTION 5. The maximum income limit set forth in Section 3 above shall be offset by medical and prescription drug expenses actually paid which are not reimbursed or paid for by insurance.

SECTION 6. This Local Law shall take effect immediately upon its filing in the Office of the Secretary of State.

TOWN OF NEW BALTIMORE BUILDING DEPARTMENT
Hannacroix, New York
Monthly Report
November 21 – December 18, 2025

Summarization of Code Enforcement Officer activities for December 2025, is as follows:

Building Inspections: 29
Total New Building Permit Applications Received: 7
Total Building Permits Issued: 6
Total Demolition Permits Issued: 1
Certificates of Compliance Issued: 4
Certificates of Occupancy Issued: 1
Certificate of Occupancy Search Requests: 1
Building Permit Renewals: 1
Commercial Site Fire Inspections: 2
Complaint Site Visits: 3
Complaints Resolved: 3
Open Building Permits: 223

Building Department Fees for November 21, 2025 – December 18, 2025: \$129,511.66
Total Fees for Year to Date: \$168,101.93

*Permit Number 2025-85 was Issued on December 16, 2025, for the LSE Monoceros, LLC/Green Spark Solar Project at 14073 Route 9W

Allan Jourdin, CEO
Vince Hales, CEO

ark

Town of New Baltimore Planning Board

Monthly Report

December 18, 2025

The Planning Board met on December 11, 2025, in which the following business was transacted:

...Messina Minor Subdivision

A Public Hearing was held for the Messina Minor Subdivision with no public comment.

Following, at the Regular Monthly Meeting the Board approved the two-lot minor subdivision with the condition that the deed description reflects both the prior 2022 subdivision and the current action. The resolution was read and approved with all in attendance in favor, and the maps were stamped and signed for filing with the Greene County Clerk.

...Francis Ahrens Minor Subdivision

The Board reviewed an application and updated maps for a proposed minor subdivision. Access to the new lot was discussed, and the applicant was advised that a revised map showing a 12-foot easement could eliminate the need for Zoning Board of Appeals review. The applicant agreed to return to the Planning Board with updated maps.

...New Baltimore Solar / LSE Monoceros Site Plan Revision

The Board reviewed a revision to the previously approved New Baltimore Solar Project site plan, involving relocation of a utility pole. The Board agreed that the revised site plan addressed prior concerns and appeared to provide better alignment than the original submission. All prior approval conditions remain in effect. The resolution was approved with all in attendance in favor, and the revised maps were stamped and signed.

...The Board was advised that the building permit for the New Baltimore Solar Project was under review and pending site plan revision approval before further review.

...The Board approved the minutes from the November 13, 2025, Planning Board meeting.

The meeting was adjourned at 7:49 PM.

Robert VanEtten, Chair

ark

TOWN OF NEW BALTIMORE ZONING BOARD OF APPEALS

Hannacroix, New York

Monthly Report

December 18, 2025

The Zoning Board of Appeals did not meet in the month of December 2025.

William Boehlke, Chair

ark

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 159-2025

DECEMBER 22, 2025

**RESOLUTION 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**

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

THIS AGREEMENT is entered into this _____ day of _____, 2025 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 and 13-18.

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. Generally maintain the ball field for use throughout the spring, summer and fall
2. Prepare the ball field on a daily basis when being used by the youth baseball program
3. 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 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, 2026 and expiring November 30, 2027. 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: President, Greene County Outlaws, Inc., 265 CR 51, Cocksackie, 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.

Remainder of this page intentionally left blank

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: Jeffry Ruso, Supervisor
as authorized by Resolution No. 159
of the Town Board of the Town of
New Baltimore

BY: President, Greene County Outlaws

Attested to:

Sworn to before me this
____ day of _____, 2025

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 160-2025
DECEMBER 22, 2025**

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 2025b-12-01 to 2025b-12-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2025b-12-01 to 2025b-12-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until January 31, 2025.