

**AGENDA**  
**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**  
**REGULAR TOWN BOARD MEETING**  
**April 14, 2014 – Page 1**

The meeting was called to order at 7:00 p.m. by Supervisor Nicholas Dellisanti followed by the Pledge of Allegiance. Other Board Members in attendance were Councilwoman Lisa Benway, Councilwoman Shelly VanEtten and Councilman Jeff Ruso. Councilman Chris Norris was absent due to vacation. Also in attendance were Superintendent of Highways Denis Jordan, Tax Collector/Deputy Town Clerk Diane Jordan, Deputy Town Clerk Marjorie Loux and 12 members of the public who signed the attendance sheets.

**Approval of Minutes**

With regard to the minutes of February 24 Work Meeting, Councilwoman VanEtten offered corrections as follows:

...On Page 1, Paragraph #4, the seventh line after the word “premium”, she said “We also asked that they pay 40% up front”.

...On Page 1, Paragraph #6, 5<sup>th</sup> line, it should read “10 years”, not “20 years”.

...On Page 2, fifth paragraph, second line, “There are very few in Greene County. Not as many as we would like.” was omitted.

...On Page 3, Paragraph 5, the word not understood was “operating”.

...Page 7, third paragraph, third line, “Is is possible that “you know”, it should be “Is it possible that your number”.

...On Page 8, second paragraph, 4<sup>th</sup> line, it says that Ruso said about “\$1,500 is a rough” and he said “\$800”; and

...Page 8, Paragraph 6, 6<sup>th</sup> line, it says “\$4 million” and it should be “\$3 million”.

There being no other changes, Supervisor Dellisanti asked for a motion on the minutes. Councilwoman VanEtten responded that we have to wait until they are corrected and adopt them at the next meeting. Supervisor Dellisanti asked that the minutes be ready for the next meeting. He would provide the Clerk with a copy of the corrections to be made.

**Public Comment Period**

There was no one wishing to comment.

**Correspondence**

March 5, 2014, letter from Janet Brooks was read as follows:

*The Honorable Cesar A. Perales  
Secretary of State*

*Dear Secretary Perales:*

*After careful consideration of my health issues, I have decided to submit my resignation from my position as Town Clerk of the Town of New Baltimore. I am honored and humbled to have served the residents of the Town these last 9 ½ years. My resignation shall take effect on March 19, 2014. Sincerely, Janet A. Brooks*

**New Business**

Supervisor Dellisanti asked the Board Members if they had had a chance to look at the monthly report from the Bookkeeper and if they had any questions or comments on the report. Councilman Ruso

commented that having to spend more for the winter than had been expected was the only worry that he saw.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - April 14, 2014**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE LEASE  
AGREEMENT WITH VANETTEN FAMILY FOR AGFEST**

**RESOLVED**, that the Town Board does hereby authorize the Supervisor to sign the attached lease agreement with Robert and Shelly VanEtten for 2014 AgFest.

Moved by: Dellisanti

Seconded: Ruso

Councilwoman VanEtten read notice of disclosure and recusal as follows:

*Pursuant to the requirements of General Municipal Law Section 803, this notice shall serve as my official disclosure of my interest in the proposed Lease and proposed Memorandum of Agreement between the Town of New Baltimore and husband and myself, for the purpose of conducting the 2014 AgFest on certain real property which we own located at 1314 Saw Mill Road, Ravena, New York 12143.*

*Based upon my ownership of the subject real property and this disclosure, I hereby recuse myself from all participation in any discussion, decision and/or vote with respect to or affecting such Lease and Memorandum of Agreement.*

*Thank you.*

*Shelly VanEtten, New Baltimore Town Board Member*

AYES: Dellisanti; Benway; Ruso

NAYS: None

ABSTAINED: VanEtten

ABSENT: Norris

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 14<sup>th</sup> day of April, 2014, 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").

**WITNESSETH:**

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.

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 real property located at 1314 Saw Mill Road (the "Leased Premises").
2. Term. The term of the Lease shall commence on May 30, 2014, and end on June 3, 2014, 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 a 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 date and year first above written.

TENANT

TOWN OF NEW BALTIMORE

\_\_\_\_\_  
Name: Nicholas A. Dellisanti

Title: Supervisor

LANDLORD

\_\_\_\_\_  
Robert VanEtten

\_\_\_\_\_  
Shelly VanEtten

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - April 14, 2014**

**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 2014.

**Moved:** Dellisanti

**Seconded:** Ruso

AYES: Dellisanti; Benway; Ruso

NAYS: None

ABSTAINED: VanEtten

ABSENT: Norris

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement entered into this 14<sup>th</sup> day of April, 2014, 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 1, 2014 at the VanEtten 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, 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 the vendors.
5. The AgFest Committee will pay all expenses associated with AgFest not otherwise paid by the Town as set forth above.

Dated: \_\_\_\_\_, 2014

TOWN OF NEW BALTIMORE

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

Dated: \_\_\_\_\_, 2014

NEW BALTIMORE ANTIQUE MACHINERY AND  
AGRICULTURAL FESTIVAL ASSOCIATION

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

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - April 14, 2014**

**RESOLUTION APPROVING AGREEMENT FOR EXPENDITURE OF HIGHWAY  
MONIES**

**RESOLVED**, that the attached Agreement for Expenditure of Highway Monies submitted by Highway Superintendent Denis Jordan (Highway 284 Agreement) is hereby approved.

**AGREEMENT FOR THE EXPENDITURE  
OF HIGHWAY MONIES**

AGREEMENT between the Town Superintendent of the Town of New Baltimore, Greene County, New York, and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$200,000 shall be set aside to be expended for primary work and general repairs upon 30 miles of town highways, including culvert pipes, winter mix, crusher run, black top for hand patching, grader patching and stone and oil.

2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town highways:

- (a) On Roberts Hill Road, a distance of 2.3 miles, there shall be expended not over the sum of \$81,431.50.

Type #6 Blacktop with 10% Wrap    Width of traveled surface: 20 feet  
Thickness: Two-inch    Sub-base: Stone and oil

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- (b) On Schoolhouse Lane, a distance of 1.7 miles, there shall be expended not over the sum of \$60,188.50.

Type: #6 Blacktop with 10% Wrap    Width of traveled surface: 20 feet  
Thickness: Two-inch    Sub-base: Stone & oil

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Executed in duplicate this 14th day of April, 2014

_____ Supervisor	_____ Councilman
_____ Councilman	_____ Councilman
_____ Councilman	_____ Councilman
_____ Councilman	_____ Councilman
_____ County Superintendent of Highways	_____ Town Superintendent

**NOTE:** This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

Original: 4/14/2014

Moved: Benway  
Seconded: VanEtten

AYES: Dellisanti; Benway; Ruso; VanEtten  
NAYS: None  
ABSTAINED: None  
ABSENT: Norris

Highway Superintendent Jordan was asked to comment. He advised right now, we will do part of Roberts Hill Road from 54 to School House Lane going south and School House going to 9W from Roberts Hill Road out to 9W. The other roads will be determined after the Highway Committee and Highway Superintendent Jordan ride over the roads. Councilman Ruso advised that he saw on the Governor's website that there is additional monies for pot hold repair of \$17,000 and some dollars. He asked Highway Superintendent Jordan what he knew about it. Highway Superintendent Jordan responded he had heard the same thing but had not yet received an official letter spelling out the amount to be received. He further advised in addition there is \$200,000 for general road repairs. Highway Superintendent Jordan was asked to give the Board an update on how that was being spend as we move through the summer months.

**COUNTY OF GREENE, TOWN OF NEW BALTIMORE  
RESOLUTION - APRIL 14, 2014**

**RESOLUTION TO AUTHORIZE ATTENDANCE BY WASTEWATER TREATMENT  
PLANT OPERATOR AT THE NEW YORK RURAL WATER ASSOCIATION  
TECHNICAL CONFERENCE**

**RESOLVED**, that the Town Board does hereby authorize Wastewater Treatment Plant Operator Jim Polverelli to attend the New York Rural Water Association Technical Conference to be held at the Turning Stone Resort & Conference Center in Verona, New York from April 14 – 17, 2014 and authorizes expenses for registration, lodging and mileage.

Moved: Dellisanti  
Seconded: Benway

Supervisor Dellisanti advised our own Jim Poverelli is receiving an award from the Rural Water Association. It is a wonderful thing. He is doing an outstanding job down there, keeping our "bugs" intact that he needs to take care of the sewage. When Jim is back. He will be honored here as well.

AYES: Dellisanti; Benway; Ruso; VanEtten

NAYS: None

ABSTAINED: None

ABSENT: Norris

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - APRIL 14, 2014**

**RESOLUTION TO AUTHORIZE ATTENDANCE BY COUNCILWOMAN SHELLY  
VANETTEN AT THE ANNUAL DINNER OF THE NEW YORK RURAL WATER  
ASSOCIATION TECHNICAL CONFERENCE**

**RESOLVED**, that the Town Board does hereby authorize Councilwoman Shelly VanEtten to attend the annual dinner of the New York Rural Water Association Technical Conference to be held at the Turning Stone Resort & Conference Center in Verona, New York on April 15, 2014 and authorizes reimbursement expenses of \$50 for the dinner.

MOVED: Dellisanti

SECONDED: Benway

AYES: Dellisanti; Benway; Ruso

NAYS: None

ABSTAINED: VanEtten

ABSENT: Norris

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - April 14, 2014**

**RESOLUTION TO AUTHORIZE COUNCILMAN JEFF RUSSO TO ATTEND 14th  
ANNUAL TOWN FINANCE SCHOOL CO-SPONSORED BY THE ASSOCIATION OF  
TOWNS AND THE NEW YORK OFFICE OF THE STATE COMPTROLLER**

**RESOLVED**, the Town of New Baltimore hereby authorizes Councilman Jeff Russo to attend the 14th Annual Town Finance School on May 8-9, 2014 at the Gideon Putnam in Saratoga Springs, and will be reimbursed the registration fee up to \$200 which includes all materials.

Moved: Dellisanti

Seconded: VanEtten

AYES: Dellisanti; Benway; VanEtten

NAYS: None

ABSTAINED: Russo

ABSENT: Norris

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION APRIL 14, 2014**

**RESOLUTION TO AUTHORIZE SUPERVISOR TO EXECUTE**



**AGREEMENT WITH INTELLIGENT TECHNOLOGY SOLUTIONS, INC.  
FOR COMPUTER SERVICES**

**WHEREAS**, that Councilwoman Shelly VanEtten attempted to procure three quotes for computer services and has received one official quote.

**RESOLVED**, the Town Board does hereby authorize the Supervisor to execute an agreement with Intelligent Technology Solutions, Inc. for the period of January 1, 2014 to December 31, 2014 for computer services under the basic plan of \$2,500.

**Moved: Benway**  
**Seconded: VanEtten**

AYES: Dellisanti; Benway; Ruso; Van Etten  
NAYS: None  
ABSTAINED: None  
ABSENT: Norris

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - APRIL 14, 2014**

**RESOLUTION TO AUTHORIZE TOWN SUPERVISOR TO EXECUTE  
AGREEMENT FOR PORTABLE STANDARD TOILETS FROM  
APRIL 15-OCTOBER 11, 2014**

**RESOLVED**, Councilwoman Shelly VanEtten has procured three quotes for Portable Standard Toilets for AgFest, Cornell Park, and Cecil Hallock Town Park and the lowest responsible bidder is Greene County Septic Cleaners, Inc. The Supervisor is authorized to execute an agreement with Greene County Septic Cleaners, Inc. per attached quote.

Moved: Ruso  
Seconded: Benway

AYES: Dellisanti; Benway; Ruso  
NAYS: None  
ABSTAINED: Van Etten  
ABSENT: Norris

*April 11, 2014*

*TOWN OF NEW BALTIMORE  
3809 COUNTY ROUTE 51  
HANNACROIX NEW YORK*

*REF: TOWN PARK PORTABLE TOILET BID*

*TOWN BOARD OFFICIALS*

*THE FOLLOWING QUOTES ARE FOR TWO STANDARD PORTABLE TOILETS. ONE UNIT TO BE PLACED AT CORNELL PARK AND THE OTHER TO BE PLACED AT DISTRICT#2 PARIK. EACH UNIT WILL BE SERVICED ONCE PER WEEK INCLUDED IN THE QUOTE.*

*CORNELL PARK – STANDARD UNIT PRICE                      \$120.00*



TOWN DISCOUNT (20%)	-24.00
FUEL CHARGE (PER UNIT)	+ 2.50
COST FOR UNIT BASED ON 4 WEEK PERIOD	\$ 98.50

DIST #2 PARK - STANDARD UNIT PRICE	\$120.00
TOWN DISCOUNT (20%)	-24.00
FUEL CHARGE (PER UNIT)	+2.50
COST FOR UNIT BASED ON 4 WEEK PERIOD	\$ 98.50

*Sincerely,*

KEVIN P. STRBICH  
PRESIDENT/OWNER

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION - MARCH 14, 2014**

**RESOLUTION APPOINTING PART-TIME DEPUTY JUSTICE CLERK**

**WHEREAS** a vacant position exists in the Justice Court and the Town has advertised the position of Part-Time Deputy Justice Clerk, and

**WHEREAS** the Town Justices, along with a Town Board's Court Liaison, have reviewed the applications submitted and conducted interviews with prospective candidates for this position in response to this advertisement,

**WHEREAS** the Justices and Town Board Member have recommended that the position be filled by Katrina Miller who meets the qualifications for this position.

**NOW, THEREFORE BE IT RESOLVED**, that Katrina Miller is hereby appointed to the position of Part-Time Deputy Justice Clerk for the Town of New Baltimore Justice Court at an hourly wage of \$10.61 per hour with a maximum of 25 hours per week.

Moved: VanEtten

Seconded: Ruso

AYES: Dellisanti; Benway; Ruso; VanEtten

NAYS: None

ABSTAINED: None

ABSENT: Norris

Councilman Ruso advised that Ms. Miller will need minimal training since she held the position at one point in the past.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE  
RESOLUTION April 14, 2014**

WHEREAS, the Deputy Town Clerk has presented claims to the Town Board for audit and review, and

WHEREAS, the Town Board has audited Claims 2014 04/01-93,

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to pay Claims 2014 04/01-93; and

BE IT FURTHER RESOLVED, that the Deputy Town Clerk will prepare an abstract and hold it for public review until April 30, 2014.

Moved: Dellisanti  
Seconded: VanEtten

AYES: Dellisanti; Benway; Ruso; VanEtten  
NAYS: None  
ABSTAINED: None  
ABSENT: Norris

### **Upcoming Meetings**

- April 28, 2014 Town Board Work Meeting, Rene Van Schaack and RCS Superintendent or Representative to Speak
- May 7, 2014 Zoning Board of Appeals Meeting
- May 8, 2014 Planning Board Meeting
- May 12, 2014 Town Board Regular Meeting

It was noted that the May Work Meeting would fall on Memorial Day. Decision with regard to a May Work Meeting will be made as the date draws a little closer.

### **Community Events**

- Town-wide Cleanup Day, April 25, 26, 27 and May 2, 3, 4.

Orange bags are available at Town Hall or from Spencer Sebert at the Recycling Center. Bags are to be left along road for pick up by Highway Department. Notice will be sent to newspaper tomorrow and provided to Councilwoman Benway for posting on website.

### **Acting Town Clerk Applications**

Deadline for applications was 4 p.m., April 11. Two applications were received and will be given consideration.

### **Public Comment Period**

Kevin Kemnah – At the last meeting, he asked if it would be possible for the minutes of the Zoning and Planning Boards to be put on the website. He has not received an answer. In addition, he now requested that correspondence received by the Town Board, Planning Board and Zoning Board of Appeals also be posted. The last Planning Board meeting ran until 11 p.m. so they waived, because of the late hour, the reading of the correspondence. He would like that posted on the website for everyone to check out.

Councilwoman Benway advised that she would like to see something done with the website to make it a little easier to post. If Planning and Zoning minutes, etc. are to be added, then she would like to see a page for each. At present, it takes like 12 clicks to get to places.

### **Adjournment**

At 7:20 p.m., it was moved and seconded to adjourn the meeting.

Ayes: 4      Nays: 0      Abstained: 0      Absent: 1

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