

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

MARCH 23, 2015

AGENDA

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Presentation by Mary Beth Bianconi from Delaware Engineering

Presentation by Sheriff Greg Seeley

Reports

Supervisor

County Legislator (Invited)

Town Clerk

- Approval of March 9, 2015 Town Board Regular Meeting Minutes
- Resolution to Authorize the Town Clerk to Attend Training

Tax Collector

Historian

Agriculture (Chair Norris/Member Benway)

Ag Fest Liaison (Member Ruso)

- Resolution Authorizing Supervisor to Execute Memorandum of Agreement with VanEtten Family for AgFest
- Resolution Authorizing Supervisor to Execute Lease Agreement with VanEtten Family

Animal Control (Chair Ruso/Member Norris)

Assessment (Chair Dellisanti/Member Norris)

Audit and Control Committee (Chair Ruso/Member Dellisanti)

- Resolution to Approve Annual Review of Accounts for Town Clerk

Buildings & Grounds/Recycling (Chair Ruso/Member Norris)

Building Inspector/Code Enforcement (Chair VanEtten/Member Benway)

- Resolution to Authorize Code Enforcement Officer to Attend Training Fire, EMS & Law Enforcement (Chair Dellisanti/Member VanEtten).

Greene County EMS (Representative Dellisanti/Deputy Norris)

Greene County Planning Board

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

Highway (Chair Dellisanti/Member Ruso)

- Resolution Approving Agreement for Expenditure of Highway Monies
- Resolution to Authorize Highway Superintendent to Rent Road Sweeper

Insurance (Chair Benway/Member VanEtten)

Memorial (Chair Benway/Member Norris)

Personnel (Chair Ruso/Member Dellisanti)

Planning Board/Zoning Board of Appeals (Chair VanEtten/Member Dellisanti)

Seniors and Veterans (Chair VanEtten/Member Benway)

Technology/Website (Chair Benway/Member VanEtten)

Town Courts Liaison (Member Ruso)

Wastewater Treatment (Chair Norris/Member Benway)

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

Public Comment Period/Community Events

- March 25, 2015 Comprehensive Plan Meeting at 7 PM
- April 1, 2015 Zoning Board of Appeals Meeting at 7:30 PM
- April 9, 2015 Planning Board Meeting at 7 PM
- April 13, 2015 Town Board Regular Meeting at 7 PM
- April 16, 2015 Friends of New Baltimore Recreation at 7 PM
- April 22, 2015 Comprehensive Plan Meeting at 7 PM

Audit of Claims

Adjournment

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 71-2015

MARCH 23, 2015

**RESOLUTION TO AUTHORIZE THE TOWN CLERK TO ATTEND
TRAINING**

WHEREAS training is being held on Thursday, June 4 at the Chatham Town Hall.

RESOLVED the Town Board of the Town of New Baltimore approves the attendance of the Town Clerk at no cost to the Town.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 72-2015

MARCH 23, 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 2015.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 123rd day of March, 2015 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 vendors.
5. The AgFest Committee will pay all expenses associated with AgFest not otherwise paid by the Town as set forth above.

Dated: _____, 2015	Dated: _____, 2015
TOWN OF NEW BALTIMORE	NEW BALTIMORE ANTIQUE MACHINERY AND AGRICULTURAL FESTIVAL ASSOCIATION

By: _____	By: _____
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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 73-2015

MARCH 23, 2015

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE
LEASE AGREEMENT WITH THE VAN ETTEN FAMILY FOR AGFEST**

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign attached lease agreement with Robert and Shelly VanEtten for 2015 AgFest.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 23rd day of March, 2015, 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, 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 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: Nicholas A. Dellisanti
Title: Supervisor

Robert VanEtten

Shelly VanEtten

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 74-2015

MARCH 23, 2015

**RESOLUTION TO APPROVE ANNUAL REVIEW OF ACCOUNTS FOR
TOWN CLERK**

WHEREAS Town Law Section 123 requires each town officer or employee who has received or disbursed any monies to produce all supporting books, records, receipts, warrants, vouchers and cancelled checks as authorized by Section 29 of the General Municipal Law.

RESOLVED that Councilman Jeffry Ruso has completed the Annual Review of the financial records of the Town Clerk and the Town Board accepts the Annual Review for the period of January 1, 2014 to December 1, 2014.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 75-2015

MARCH 23, 2015

**RESOLUTION TO AUTHORIZE THE CODE ENFORCEMENT OFFICER TO
ATTEND TRAINING**

WHEREAS training is being held on Thursday, March 19 at the Greene County Emergency Control Center and Cairo and on April 10, 2015 at the Town of Carlisle.

RESOLVED the Town Board of the Town of New Baltimore approves the attendance of the Code Enforcement Officer who will be compensated for mileage.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 76-2015
MARCH 23 2015**

**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 \$185,000 shall be set aside to be expended for primary work and general repairs upon parts of 63 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town highways:

(a) On the road commencing at US Route 9W and leading to Lime Kiln Road, a distance of 1.44 miles, there shall be expended not over the sum of \$150,000.

Type: Black Top Type 6 10% RAP

Width of Traveled Surface: 21'

Thickness: 1 ¾" to 2"

Subbase: Stone and Oil

\$142,277.52 (CHIPS) Finish Roberts Hill Road, 1100', Go to Scheller Park Road
use up Monies \$150,000

Executed in duplicate this 23rd day of March 2015

_____ Supervisor	_____ Councilmember
_____ Councilmember	_____ Councilmember
_____ Councilmember	_____ Town Superintendent of Highways

County Superintendent of Highways

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.*

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 77-2015

MARCH 23, 2014

**RESOLUTION TO AUTHORE HIGHWAY SUPERINTENDENT TO
RENT ROAD SWEEPER**

WHEREAS the Procurement Policy adopted on January 1, 2015 requires quotes from at least two vendors for certain purchases over \$1,000.

WHEREAS the Highway Superintendent annually rents a road sweeper for two weeks and has procured three quotes from Carver, A. Montano Co., Inc. and Finke Equipment.

WHEREAS the lowest bidder is Carver for \$649 weekly, \$1,298 for two weeks.

RESOLVED that the Highway Superintendent is authorized to rent a road sweeper for two weeks from Carver for \$1,298.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 78-2015

MARCH 23, 2015

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 2015b-03-01 to 2015b-03-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2015b-03-01 to 2015b-03-

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until April 30, 2015.