

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

**MARCH 14, 2016
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Bid Opening for the Purchase of Paving Material

Approval of Minutes

- February 22, 2016 Town Board Work Meeting Minutes

Public Comment Period

New Business

- Resolution to Adopt Supervisor's 2015 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- 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 Approve Annual Review of Accounts for Supervisor, Town Clerk, and Building Department
- Audit of Claims

Upcoming Meetings

- March 16, 2016 Senior Citizen Committee at 1 PM
- March 23, 2016 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- March 23, 2016 Comprehensive Plan Meeting at 7 PM
- March 24, 2016 Friends of New Baltimore Recreation at 7 PM
- March 28, 2016 Town Board Work Meeting at 7 PM
- April 6, 2016 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 11, 2016 Town Board Work Meeting at 7 PM
- April 14, 2016 Planning Board Meeting at 7 PM

Public Comment Period/Community Events

Adjournment

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

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 76-2016

MARCH 14, 2016

**RESOLUTION TO ADOPT SUPERVISOR'S 2015 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 19, 2016.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 77-2016

MARCH 14, 2016

**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 2016.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 14th day of March, 2016 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 June 6-June 7, 2014 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: _____, 2016 Dated: _____, 2016

TOWN OF NEW BALTIMORE

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

By: _____ By: _____

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 78-2016

MARCH 14, 2016

**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 2016 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").

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,

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 June 2, 2015 and end on June 6, 2016 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 79-2016

MARCH 14, 2016

**RESOLUTION TO APPROVE ANNUAL REVIEW OF ACCOUNTS FOR
SUPERVISOR, TOWN CLERK, AND BUILDING DEPARTMENT**

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 Supervisor, Town Clerk and Building Department and the Town Board accepts the Annual Review for the period of January 1, 2015 to December 1, 2015.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 80-2016

MARCH 14, 2016

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 2016-03-01 to 2016-03-, it is

REVOLVED that the Supervisor is hereby authorized to pay claims 2016-03-01 to 2016-03-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until April 30, 2016.