

**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
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**Draft 3/16/16
Approved 3/28/16**

OPENING OF REGULAR MEETING

Supervisor Dellisanti opened the meeting at 7:00 PM and the Pledge of Allegiance was said. Also attending Deputy Supervisor Ruso, Councilmen Briody and Irving, Town Clerk Finke, Tax Collector Jordan, Highway Superintendent Jordan and 4 members of the public who signed the attendance book.

Absent: Councilwoman VanEtten

Bid Opening for the Purchase of Paving Material

Supervisor Dellisanti read *'NOTICE TO BIDDERS PLEASE TAKE NOTICE that the Town of New Baltimore hereby solicits bids for the purchase of paving material two inch thick Type 6 Blacktop with 10% rap in place for roads as follows: Staco Road, Sunset Road, Sunset Road, and Mt. Misery Road. Sealed Bids must be received in the Town Clerk's office by Monday, March 14, 2016 at 4 PM at the New Baltimore Town Hall, 3809 County Route 51, Hannacroix, NY 12087. The Town Reserves the right to reject any and all bids. Additional information may be obtained from Highway Superintendent Jordan at 756-2078. By Order of the Town Board Barbara M. Finke, Town Clerk.'*

Town Clerk Finke: We received two bids and both are sealed. I will make copies of both and I'll give them to the Highway Superintendent and the Board.

From Callanan Industries, Inc.: Reference is made to your request for pricing for asphalt paving on Town Roads. Our pricing assumes paving approx. 2.15 miles total of the following roads: Mt. Misery Rd., Sunset Rd., Sunset Intersection and Staco Rd. We have estimated 2,900 tons of asphalt will be needed for the project. We would furnish and install 2" thick NYSDOT Type 6 Asphalt Top Course with a maximum of 10% RAP in the mix on existing pavement. We will furnish and install NYSDOT Type 6 TOP (\pm 2,900 Tons) **Unit price of \$54.64/Ton installed** Callanan Industries will supply all labor, equipment, trucking and materials necessary to perform this work. The Town of New Baltimore will be responsible for the following items: •A nearby water source for the asphalt rollers • All necessary maintenance and protection of traffic. We could complete this work for the Town at any time during the 2016 construction season. If you have any questions, please contact me. And a Non-Collusion Statement.

From Peckham Road Corporation: Place and Compact 2" of type 6 top with a R.A.P. content not to exceed 10% on the following roads: Staco Road, Sunset Road, & Mt. Misery Road. 2,900 Tons at \$54.49 for a total price of \$158,021. Conditions: Customer to provide Traffic Control, Customer to Provide Water for Rollers, Customer to Provide Sweeping and Surface Prep. Duration to Complete Work 4 Days, Number of Mobilizations 1 Each. Quoted prices remain in effect for 30 days. Payment 30 days from date of invoice. Quotation does not include sales tax.

Councilman Ruso: What's our CHIPS?

Supervisor Dellisanti: \$142,000 and change. Denis, do you want to make any comments on these two?

Highway Superintendent Jordan: They are the lowest bid and we've had them both, they both did a good job.

Councilman Ruso: One is \$.15 less a ton. I just look at the total price \$158,000 and I'm just comparing that to the CHIPS of \$142,000.

Highway Superintendent Jordan: I'm going to take some out of my General Repair because we'd like to get those roads done.

Councilman Ruso: Might as well finish it.

Supervisor Dellisanti: Under the description, that meets your needs?

Highway Superintendent Jordan: Yes, it does.

Councilman Ruso: They are both exactly 2,900 tons 2" thick, \$400 higher.

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Councilman Briody: The only difference is though right that Callanan looks like they are going to take care of the sweeping and surface prep.

Highway Superintendent Jordan: This is dirt roads that we're doing, we're going to put in crusher run.

Councilman Briody: So there is no prep.

Highway Superintendent Jordan: There is none. What we're going to do is just regrade it and we're going to put crusher run where it needs and roll it.

Councilman Ruso: All of these road are dirt roads?

Highway Superintendent Jordan: Yes, they are.

Councilman Ruso: Some of Staco is paved, but you're doing the other...

Highway Superintendent Jordan: We are only going from where we stopped paving.

Councilman Ruso: From the other end.

Highway Superintendent Jordan: The only piece that got stoned and oiled which is breaking up is Sunset going to Alcove. There's a piece in there that's getting bad, but we want to pave it while we're going right across it with a paver.

Ellie Alfeld: Sunset and Alcove Road it's bad there, as a person who knows the road.

Supervisor Dellisanti: Any other questions or comments on the bids? I will entertain a Motion to approve Peckham Road Corporation and second.

Town Clerk Finke: Do we need a resolution or a Motion?

Tal Rappleyea, Esq.: It doesn't matter.

Motion by Supervisor Dellisanti seconded by Councilman Briody

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

APPROVAL OF MINUTES

A Motion to approve the February 22, 2016 Town Board Regular Meeting Minutes submitted by Town Clerk Finke was made by Supervisor Dellisanti seconded by Councilman Ruso. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

NEW BUSINESS

Letter from Matthew J. Pacuk, Boy Scouts Troop 45 Cocksackie/Athens: Dear Mr. Dellisanti, I am proud to inform you that Zachary Girvin, a member of Cocksackie-Athens Troop 45, has recently achieved the rank of Eagle Scout, scouting's highest rank. Zachary's Eagle Project benefitted the Town of New Baltimore. Working with the New Baltimore Conservancy, Zachary designed and built a 12 x 8 foot observation deck at the Hannacroix Preserve. The deck sits on the North Trail overlooking the Hannacroix Creek below. The date of Zachary's Board of Review, and therefore the official date of his Eagle Scout Rank was on February 8, 2016. On April 17, 2016 we will be conducting Zachary's Eagle Court of Honor at the New Baltimore Firehouse, 77 Gill Road, New Baltimore, NY 12124 at 2:00. I am sure that Zachary would be honored to have you attend and speak at his Court of Honor. Please respond to me at the following address or phone numbers.

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Supervisor Dellisanti: This is a great honor for a young man that's done an outstanding job. I know you've been involved with the Boy Scouts, if anyone knows Zachary personally. You do?

Councilman Briody: Yes.

Supervisor Dellisanti: Would you like to attend this and put a resolution together that you can present? It's 2:00 in the afternoon, should take about a half-hour. It's something really nice; I will go with you.

Councilman Ruso: What day of the week is it?

Supervisor Dellisanti: Sunday, 17th of April

Letter from the New York State Parks, Recreation and Historic Preservation on the Stanton Hill Cemetery, County Route 51, Hannacroix: Dear Mr. Dellisanti: Following a detailed review, the State Review Board has recommended to the Commissioner of Parks, Recreation and Historic Preservation, who is the New York State Historic Preservation Officer (SHPO), that the property identified above be listed on the New York State Register of Historic Places and nominated to the National Register of Historic Places. After reviewing the nomination, the SHPO has agreed with the recommendation of the State Review Board and has listed the property on the State Register of Historic Places. We shall now forward the nomination to the Keeper of the National Register in Washington, D.C. If the Keeper of the National Register approves the nomination, the property will be listed on the National Register. You will be notified when this decision is made.

Supervisor Dellisanti: Something very nice for the Town.

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.

Motion by Supervisor Dellisanti seconded by Councilman Ruso

Supervisor Dellisanti: Any questions or comments? Everyone got a copy of the AUD

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

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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.

Motion by Supervisor Dellisanti seconded by Councilman Irving

Supervisor Dellisanti: Attached you'll see the language for the agreement, nothing has changed for many, many years except for the dates. It's a wonderful program; everyone should attend.

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

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 4-June 5, 2016 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.

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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.

Motion by Supervisor Dellisanti seconded by Councilman Irving

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

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**Draft 3/16/16
Approved 3/28/16**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 14th day of March, 2016, 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 June 2, 2016 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

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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.

Motion by Supervisor Dellisanti seconded by Councilman Briody

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Councilman Ruso: I have two more departments to do, Diane's as well as the Courts and I just need to find a day and time to do that.

Supervisor Dellisanti: Make yourself available.

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

Received a letter today from Gordon Pebler Addressed to the Town Board: Gentlemen: As follow-up to my recent conversation with Supervisor Dellisanti and Councilwoman Van Etten, I hereby submit my resignation to be effective March 31, 2016. It has been a pleasure to serve the Town in the capacity of Code Enforcement Officer for the past two years but it is now time to move on to other endeavors.

Supervisor Dellisanti: Sorry to see Gordon resign; he says he needs to move on.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 80-2016
MARCH 14, 2016**

**RESOLUTION TO PLACE ADVERTISEMENT FOR CODE ENFORCEMENT
OFFICER/DATA COLLECTOR**

WHEREAS an opening exists for a part-time Code Enforcement Officer and the Town Board approves advertisement for that position.

RESOLVED the wording for the advertisement has been approved by the Attorney for the Town and following approval from the Town Board, the advertisement will be submitted to the Town Clerk for publication in *The Daily Mail* for one week.

The Town of New Baltimore seeks applicants for a part-time Code Enforcement Officer/Data Collector who currently has or will complete Department of State Code Certification. Please send letter of interest or resume by March 24, 2016 outlining experience to Councilwoman Shelly VanEtten, 3809 County Route 51, Hannacroix, NY 12087 or call 756-3517 for information.

Motion by Supervisor Dellisanti seconded by Councilman Ruso

Supervisor Dellisanti: Again Gordon has done a very good job for us here, it's sad to see him go.

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

Received a letter today from Katrina Miller addressed to the Town Board & Town Justices: Please accept this letter as notice of my resignation from my position as the part-time Court Clerk. My last day of employment will be April 1, 2016. I received an offer for a full-time position. After careful consideration, I decided that this was something I could not pass up. Thank you for the opportunity. I've enjoyed working here over the last four and a half years.

Supervisor Dellisanti: Katrina was a delight to have here in the building, she was a breath of fresh air, did a great job, and I'm very glad that she got a full time job, but I'm very sad that she is leaving our employment.

Councilman Ruso: Didn't she come on board since I've been on board?

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Supervisor Dellisanti: Her letter said four and a half years.

Town Clerk Finke: I think there was a break in service.

Supervisor Dellisanti: She was here for a period of time

Councilman Ruso: That's right, she left and came back.

Motion by Supervisor Dellisanti seconded by Councilman Ruso

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 81-2016
MARCH 14, 2016**

**RESOLUTION TO PLACE ADVERTISEMENT FOR PART-TIME
JUSTICE COURT CLERK**

WHEREAS an opening exists for a part-time Justice Court Clerk and the Town Board approves advertisement for that position.

RESOLVED the wording for the advertisement has been approved by the Attorney for the Town and following approval from the Town Board, the advertisement will be submitted to the Town Clerk for publication in *The Daily Mail* for one week.

Justice Court Clerk – Part-Time position in Town Court (25 hrs/wk) at \$10 per hour. Assists Town Justices in processing cases from initial filing to conclusion. Excellent computer and organizational skills required. Similar experience and ability to interact well with public helpful. Deadline March 24, 2016. For information contact Court Clerk Dawn Palmateer at 756-2079 Ext. 302. Application can be obtained at Town Hall, 3809 CR 51, Hannacroix, NY 12087.

Motion by Supervisor Dellisanti seconded by Councilman Briody

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 82-2016
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 2016-03-60, it is

REVOLVED that the Supervisor is hereby authorized to pay claims 2016-03-01 to 2016-03-60.

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

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Approved 3/28/16**

Motion by Supervisor Dellisanti seconded by Councilman Ruso

AYES: Dellisanti, Ruso, Briody, Irving

NAYS:

ABSTAIN:

ABSENT: VanEtten

General \$12,988.23, Highway \$18,559.36, Sewer 1 \$2,749.60, Sewer 2 \$31.29, Water 1 \$281.50, Lighting 1 \$1,747.18, Lighting 2 \$164.33, Ambulance 1 \$4,094.16, Ambulance 2 \$2,404.51, Total \$43,020.16

Supervisor Dellisanti: I also want to bring up that Barb has been working diligently with Mary Beth from Delaware Engineering on our Clean Water State Revolving Fund Application. Without Barb's help, I don't think this entire packet would have been approved as quickly as it was. So, I'd like to thank you, Barb, a tremendous amount of effort.

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

Ellie Alfeld: I'd like to address the Board concerning Resolutions 77 and 78 tonight's resolutions. This is about the Ag Fest. The question I have is pertaining to both the AgFest and the Friends of New Baltimore. I understand that these are both nonprofit entities and by that I would like to know who does the accounting for these organizations for the monies that they collect before they submit a request to the Town for additional help whether it be for porta-pots, insurance, or what have you. I would like to know that they're using their monies that they collect before they come to the Town for additional financing. Can anyone there enlighten me as to when in fact you get an audit of their books or an accounting of their monies.

Councilman Ruso: Was there a meeting of AgFest, Chuck?

Councilman Irving: Yes, they talked about the budget. What's your question?

Ellie Alfeld: I'd like to know if they've got any money and if they're using their money before they come to the Town Board for assistance in using towards the porta-pots, the insurance, and anything else that they ask the Town's money for.

Town Clerk Finke: I think that was an agreement when I was on the Board that this is a Town function, the Town would help.

Ellie Alfeld: Don't they have an accounting?

Town Clerk Finke: They do, they do have their own Treasurer, they have their own officers. But the Town decided that since it was a Town function, they would provide some things like porta-potties and insurance. I think at one point though they were repaying the Town for part of the insurance. That was a few years ago. I haven't been on that Committee for a couple years.

Ellie Alfeld: I understand that, it's just my feeling that before any other organization in the Town goes to you for money you have to know in fact that they need that money. With a nonprofit like your Friends of New Baltimore or the AgFest or any other entity that we have that's nonprofit, I would like to know what their cash reserve is. I mean are they sitting on a bundle of money or are they down to the last nickel. I think the Town people are entitled to know how much they have.

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Supervisor Dellisanti: Do you have a meeting before the next Board meeting?

Councilman Irving: Yes, and I'll get that information for you, but I know they talked about it at the last meeting and they were held fiscally responsible, in other words they were balancing the books I know that, but I'm not an Accountant. I'll get that information for you.

Ellie Alfeld: And I think that should be normal procedure every year before a nonprofit comes to the Board for assistance they should in fact show you what their treasury or their bottom line balance is.

Tal Rappleyea, Esq.: There is no requirement that they do that legally. I understand that you think that they should and it's probably a good idea, but there's no requirements. You can't make them do it, you can certainly ask them.

Ellie Alfeld: But then we don't have to as a Board in a town, we don't have to actually assist them either.

Tal Rappleyea, Esq.: That's correct.

Town Clerk Finke: But it is a Town function.

Supervisor Dellisanti: It's a Town program.

Ellie Alfeld: I realize that, but so is cleaning the roads and everything else. I mean these are things that the Town participates in, except these people are nonprofits and we all know that nonprofits can really have quite a bit of money stashed.

Town Clerk Finke: And I think what they do from memory is whatever they have from the year before, they have to use that for the next year.

Ellie Alfeld: That would be fine.

Town Clerk Finke: And then they have to keep doing that because you can't have tents come in and things like that unless you have money to pay for them. So I think that's what they have to do. They have to roll over whatever they have to pay their bills.

Ellie Alfeld: And that would be fine as long as bottom line you just made a Supervisor's report as to what the balances are. That's all I'm asking.

Councilman Ruso: The Friends account, there's been no Town funds whatsoever.

Ellie Alfeld: It hasn't yet, Jeff, but it is going to ask and look for donations and fundraising. Nick made that quite plain when this was first organized.

Supervisor Dellisanti: Whatever we get in, that's the money that we are going to use. No Town money is going to be used.

Ellie Alfeld: There you go, that's the difference.

Supervisor Dellisanti: Any other comments tonight?

Motion was made by Councilman Briody seconded by Councilman Ruso to adjourn the meeting at 7:30 PM.

AYES: Dellisanti, Ruso, Briody, Irving,

NAYS:

ABSTAIN:

ABSENT: VanEtten

Supervisor Dellisanti: Thank you all for coming.

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Approved 3/28/16**

Respectfully Submitted,

Barbara M. Finke
Town Clerk