

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

**MARCH 11, 2019  
AGENDA**

*Please turn off all cell phones and electronic devices.*

**Pledge of Allegiance**

**Approval of Minutes**

- February 25, 2019 Town Board Work Meeting Minutes

**Correspondence**

- Village of Ravena Trustee Linda Muller

**Public Comment Period**

**New Business**

- Resolution of the Town of New Baltimore 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
- Resolution of the Town of New Baltimore Authorizing the Supervisor to Enter into an Agreement with Capital District Cricket Association, Inc., to Use and Maintain a Designated Portion of the Town Park Located at 3 Old Kings Road, New Baltimore
- 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 Adopt Supervisor's 2018 Annual Financial Report Update Document Submitted to the State Comptroller and on File in the Town Clerk's Office for Public Inspection
- Resolution Authorizing Expenditures Proposed by Town Justices to be Funded by a Grant Received by the Office of Court Administration for the Town Justice Court
- Resolution to Recommend Appointment to Greene County Planning Board
- Audit of Claims

**Upcoming Meetings**

- March 25, 2019 Town Board Work Meeting at 7 PM
- March 27, 2019 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- April 3, 2019 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 8, 2019 Town Board Regular Meeting at 7 PM
- April 11, 2019 Planning Board Meeting at 7 PM
- April 22, 2019 Town Board Work Meeting at 7 PM
- May 31-June 2, 2019 AgFest at VanEtten Farm

**Public Comment Period/Community Events**

**Old Business:**

- Highway Department Employee

**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.

**This policy will be amended by Majority vote of the Town Board.**

**TOWN OF NEW BALTIMORE**                      **Draft 3/12/19**  
**COUNTY OF GREENE**                      **Adopted 3/25/19**  
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**OPENING OF REGULAR MEETING**

Supervisor Ruso opened the meeting at 7:00 PM and the Pledge of Allegiance was said. Also attending Deputy Supervisor Dellisanti, Councilmembers Briody, Downes (7:10 PM), Irving, Van Etten, Aline D. Galgay, Esq., Town Clerk Finke, Highway Superintendent VanWormer, and 5 members of the public who signed the attendance book. Absent: Tax Collector Jordan

**ADOPTION OF MINUTES**

The February 25, 2019 Town Board Work Meeting submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember VanEtten. The adoption of the foregoing Motion was duly put to a vote and vote was as follows:

AYES: Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

**Motion Carried**

**Correspondence**

**Supervisor Ruso:** We got a letter from the Village of Ravena that I'm not sure how to respond to. I would appreciate wherever and however anyone who is interested; I'm not interested in spending the money unless there's some benefit to the Town.

Village of Ravena Trustee Linda Muller: 'Dear Mr. Ruso, I am a trustee for the Village of Ravena and liaison to the parks and pool. As a retired Physical Education teacher and trustee I would like to see the residents of local towns and villages be able to offer their residents a pool to use during the summer months. The average cost of maintaining the pool (guards, chemicals and general upkeep) is 60,000 per year. We are hoping to get 5000.00 for the first year which would be subject to review and/or change for next year. We would be asking the pool director to keep track of how many residents make use of the pool from your town so as to help in our year review. I hope you will consider this pool share and if you have any questions please call me... Sincerely, Trustee Linda Muller'

**Supervisor Ruso:** My concern initially is we haven't budgeted anything for this.

**Councilmember VanEtten:** No, but you know previously the residents that wanted to use it could pay a charge to use that pool from New Baltimore. It had nothing to do with the Town and I had actually spoken to her about this when I ran into her and that's what I thought they were going to reinstate.

**Supervisor Ruso:** Until I get to hear from a good number of people from our Town, I'm not sure how well I can consider this or we can consider, it's not something on my own. I mean it's interesting to suggest.

**Deputy Supervisor Dellisanti:** Do they have a nonresident fee do you know?

**Councilmember VanEtten:** That's what I'm saying.

**Highway Superintendent VanWormer:** I think it's a \$125 per a family for a season pass.

**Councilmember VanEtten:** And that's what they already did.

**Supervisor Ruso:** I think it goes up this year, though. I can't recall, \$150 or thereabouts.

**Councilmember VanEtten:** But I think this is a little misleading because when I spoke to her she said that that's what they were going to do, get it from the residents not the Town.

**Supervisor Ruso:** In some respects they're looking to make a little more standardized the amount of money they're bringing in so they can budget. I see where they're trying to do that. In this particular case if a family doesn't pay the \$125, and they only go once or twice, they can still go. If you're only going once or twice, you're not going to do it for \$125. So I mean it's a

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worthy consideration, I'm going to touch base with some of the Town residents as I get the chance and opportunity and I'm glad to have this out here for Town residents to please call the Town Hall, let us know if they have this as a pleasant idea. We have to start scratching our heads about the \$5,000 and where we're going to take that from, but it certainly is something worth considering. I think it's nice for them to open this up, but they also want to help cover their costs too. We know that's what they're interested in.

**Highway Superintendent VanWormer:** Jeff, does that come on Village letterhead? Is this something that the Village Board knows about or is this something she's looking into on her own?

**Supervisor Ruso:** I was approached by the Village Mayor and by this Ms. Muller so they had discussed it and she was the point person to reach out to the Towns.

**Councilmember VanEtten:** But they want the \$5,000 from the Town? You're sure it's not the residents?

**Supervisor Ruso and Deputy Supervisor Dellisanti:** Yes.

**Supervisor Ruso:** Yes, the residents is the Town.

**Ellie Alfeld:** So they can really set a budget.

**Councilmember VanEtten:** So what I'm saying is each resident is paying their membership, that's not where their...

**Supervisor Ruso:** No, they're looking from the Town. Anyone from the Town is welcome to join or jump in the pool on any given day assuming the Town takes part in a membership fee. So I don't know if I get calls from a good number of people then I'd say it's something that the Town residents are interested in. But if I don't get any, and I'm not just going to sit back and wait for calls, I'll touch base with people as I see them here and there.

**Public Comment Period**

**Eileen Vosburgh:** I just wanted to know was there a Planning Board and Town Board joint meeting today?

**Many Responded:** No.

**Eileen Vosburgh:** Thank you.

**Supervisor Ruso:** If it was they didn't tell me.

**NEW BUSINESS**

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION #73-2019**  
**MARCH 11, 2019**

**RESOLUTION OF THE TOWN OF NEW BALTIMORE**  
**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**

WHEREAS, the Town Board of the Town of New Baltimore (hereinafter referred to as the "Town") has received a request from Greene County Outlaws, Inc., more commonly referred to as Greene County Outlaws Baseball, to renew its Agreement with the Town, which has expired, to use and maintain the baseball field located at 1508 CR 54, Hannacroix, which will be open to public and will be a betterment to and recreational opportunity for the public and the members of the Outlaw Baseball; and

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WHEREAS, the Town previously reviewed the request in conjunction with the NYS Town Law §64 (7) and the Town's Park Use Permit and Procedure, declared itself Lead Agency of the within proposal and issued a Negative Declaration finding that no substantial environmental impact would arise from the project, and further conducted a site review of the proposal and determined that the proposal adequately meets each of the potential review standards, which are found in the Town's Site Plan Review Law; and

WHEREAS, nothing has changed with respect to the use and maintenance previously approved,

NOW THEREFORE, it is hereby

RESOLVED, that the Town agrees to permit the Greene County Outlaws Baseball to use and maintain the subject baseball field under the terms and conditions set forth in the previously submitted application materials, and as memorialized in the proposed Agreement attached hereto; and it is further

RESOLVED, that the Town Supervisor has the authority to enter into the Agreement on behalf of the Town, whose signature is to be attested to by the Town Clerk; and it is further

RESOLVED, that the Agreement shall be executed in duplicate, and one original, along with the appropriate insurance certificates shall be kept on file with the Town Clerk.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Briody, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT: Downes

**Motion Carried**

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 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, Cocksackie, 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.

**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
2. Generally maintain the ball field for use throughout the spring, summer and fall
3. Prepare the ball field on a daily basis when being used by the youth baseball program
4. 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,

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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, 2019 and expiring November 30, 2021. 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.

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**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:            Gregory Sager, President, Greene County Outlaws, Inc., 265 CR 51,  
Coxsackie, 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.



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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: Jeffrey Ruso, Supervisor  
as authorized by Resolution No. \_\_\_\_\_  
of the Town Board of the Town of  
New Baltimore

\_\_\_\_\_  
BY: Gregory Sager, President

Attested to:

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 74-2019**  
**MARCH 11, 2019**

**RESOLUTION OF THE TOWN BOARD**  
**OF THE TOWN OF NEW BALTIMORE**  
**AUTHORIZING THE SUPERVISOR TO ENTER**  
**INTO AN AGREEMENT WITH CAPITAL DISTRICT CRICKET ASSOCIATION, INC.,**  
**TO USE AND MAINTAIN A DESIGNATED PORTION OF THE TOWN PARK**  
**LOCATED AT 3 Old Kings Road, New Baltimore**

WHEREAS, the Town Board of the Town of New Baltimore (hereinafter referred to as the “Town”) has received a request from the Capital District Cricket Association, Inc., to renew its Agreement with the Town, which has expired, to use and maintain a cricket pitch at the Town of Baltimore Town Park located at Silver Lake Park, 3 Old Kings Road, New Baltimore, which will be open to public and will be a betterment to and recreational opportunity for the public and the members of the **Capital District Cricket Association**; and

WHEREAS, the Town previously reviewed the request in conjunction with the NYS Town Law §64 (7) and the Town’s Park Use Permit and Procedure, declared itself Lead Agency of the within proposal and issued a Negative Declaration finding that no substantial environmental impact would arise from the project, and further conducted a site review of the proposal and determined that the proposal adequately meets each of the potential review standards, which are found in the Town’s Site Plan Review Law; and

WHEREAS, nothing has changed with respect to the use and maintenance previously approved,

NOW THEREFORE, it is hereby

RESOLVED, that the Town agrees to permit the Capital District Cricket Association to use and maintain the subject cricket pitch under the terms and conditions set forth in the previously submitted application materials, and as memorialized in the proposed Agreement attached hereto; and it is further

RESOLVED, that the Town Supervisor has the authority to enter into the Agreement on behalf of the Town, whose signature is to be attested to by the Town Clerk; and it is further

RESOLVED, that the Agreement shall be executed in duplicate, and one original, along with the appropriate insurance certificates shall be kept on file with the Town Clerk.

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Motion by Supervisor Ruso seconded by Councilmember Briody

**Ellie Alfeld:** My question is I have not had the opportunity to see how the Cricket Association has done out there. Have they made any of the improvements like what the Outlaws have and can you enlighten me a little bit on what they've done?

**Supervisor Ruso:** I think Nick can probably do a better job.

**Deputy Supervisor Dellisanti:** They have the pitch put in about a year-and-a-half ago and they also put in approximately \$50,000 of soil to level off the outfield, the ballfield area. They'll maintain that through the system. With the help of Scott Briody, our Councilman, he had given us the batting cage netting to close off the fence-line where's there a huge drop-off at the field. So they've put in quite a few...

**Ellie Alfeld:** Good, good, I'm glad to hear it, thank you.

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

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AGREEMENT TO USE AND MAINTAIN A PORTION OF THE  
THE TOWN OF NEW BALTIMORE TOWN PARK LOCATED AT  
3 Old Kings Road, New Baltimore  
FOR A CRICKET PITCH

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 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 CAPITAL DISTRICT CRICKET ASSOCIATION, INC., a NYS not for profit corporation with an address of 19 Chesire Way, Albany, NY 12211 ("the User"):

WITNESSETH, that the Town and the User, for the consideration hereinafter named, agree as follows:

**ARTICLE 1.     PURPOSE**

The User, a group dedicated to the promotion of the game of Cricket in the Capital District, desires to use the Town of New Baltimore's park located at Silver Lake Park, 3 Old Kings Road, New Baltimore ("park") as part of its cricket league. Use shall consist of typically 2 – 3 days per week, as needed.

**ARTICLE 2.     CONSIDERATION**

In consideration of use of the park, the User agrees to develop and maintain a cricket pitch site at the park within the following specification and conditions:

1. User shall provide topsoil, grading and seeding of the designated area at the Park and installation of a 60' x 6-8' cricket pitch
2. User shall remove all litter, refuse and garbage from the designated area at the end of each day, and the subject area must be kept neat, ordering and well- maintained.
3. User shall pay \$25.00 per day for each day of use at the park.

**ARTICLE 3.     INSURANCE**

The User shall not be permitted to perform any work on the park or use the park as part of its cricket league 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

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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, 2019 and expiring November 30, 2021. 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**

3. Any accident that occurred during the User's use of the park 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.
4. Any physical altercation occurring on the park, 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 park 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

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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:           Ashok Adikoppula, Capital District Cricket Association, Inc., 19 Cheshire Way, Albany, NY 12211

**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.

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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

CAPITAL DISTRICT CRICKET  
ASSOCIATION, INC.

\_\_\_\_\_  
BY: Jeffrey Ruso, Supervisor  
as authorized by Resolution No. \_\_\_\_\_  
of the Town Board of the Town of  
New Baltimore

\_\_\_\_\_  
BY: Ashok Adikoppula, President

Attested to:

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Barbara Finke, Town Clerk  
Town of New Baltimore

\_\_\_\_\_  
Notary Public

Affix Seal here

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 75-2019**  
**MARCH 11, 2019**

**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 2019.

Motion by Supervisor Ruso seconded by Councilmember Irving

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

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**COUNTY OF GREENE**                      **Adopted 3/25/19**  
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**TOWN HALL, 3809 COUNTY ROUTE 51, HANNACROIX, NY 12087**  
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**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement entered into this 11th day of March, 2019 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 2, 2019 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: \_\_\_\_\_, 2019      Dated: \_\_\_\_\_, 2019

**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 76-2019**  
**MARCH 11, 2019**

**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 2019 AgFest.

Motion by Supervisor Ruso seconded by Councilmember Downes

AYES: Ruso, Briody, Downes, Irving

NAYS:

RECUSE: VanEtten

ABSENT:

**Motion Carried**

**Supervisor Ruso:** Let the record show that Councilmember VanEtten recused herself.



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**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made as of the Memorandum of Agreement entered into this 11th day of March, 2019, 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, 2019 and end on June 4, 2019 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

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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: Jeffry R. Ruso  
Title: Supervisor

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

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

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 77-2019**  
**MARCH 11, 2019**

**RESOLUTION TO ADOPT SUPERVISOR'S 2018 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 23, 2019.

**Supervisor Ruso:** So I don't know how many of you have had the chance to review it. I know Bonnie sent it to you and do you have any...? Well, let's do the Motion. I think I'll step back and let someone else make the Motion on this one.

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Motion by Councilmember VanEtten seconded by Councilmember Irving

**Supervisor Ruso:** Now's a good time for discussion. Anybody have any thoughts? I want to kind of give a report on the 2018 year, it's the financial annual update. The results of the 2018 AUD have been very positive, a good size surplus. The financial position of the town has improved significantly. For Town-wide expenses, which include the general fund and the highway fund, our balance sheet has improved by a total of \$180,313. Our total surplus for the year equals that amount. For the general, the general fund had a surplus of \$48,826, although I must point out that \$26,353 was received during 2018 is for the court grant that is in the process of being expended now in 2019. Thus, a more true surplus would look more like \$22,473 for the general fund. For the Highway funds, there was a surplus of \$132,355 for the year. This was due to a number of issues, including staffing vacancies, better weather conditions, and changes in management of the highway department. There were also costing changes that shifted expenditures out of the highway dept and into the general fund. For instance, we had two people who retired over the last year and once they retire, their cost of health insurance no longer comes out of the Highway; it comes out of the General. So the average person, depends on what their family size is, but \$1,100 a month and we had two people leave the Highway. From now on the cost on their health insurance is now on the general side. So that's the cost shifting I'm mostly speaking of. The Town has transferred some of this surplus from 2018 to the Highway capital reserve fund. The previous balance was \$20,000 but after depositing \$75,000 into the reserve account the balance is now \$95,000. This account is designed to either pay off any major highway equipment purchase or to partially pay for a more expensive item and thereby the town would rely less on borrowing for such a purchase. And I do want to throw in a few things. 'Sometimes you eat the bear and sometimes the bear eats you.' An old Supervisor that I met when I first took this job, not from the Town of New Baltimore but elsewhere, he'd been on the job in another town for 25 years or thereabouts said that 'on your good weather years you end up with the surplus. Sometimes the size varies obviously and on your bad weather years, you end up with a deficit or potentially so. And when you have a deficit for those reasons everybody in the town knows what kind of winter you had and everybody seemingly understands.' So he said the most important thing is how you take advantage of those years. So in this particular case, we're not going to find a way to spend money, we're going to find a way to save money so that when we need to buy another truck or whatever the item that comes up on the docket, we now have \$95,000. So maybe we can put some away this year hopefully; depends on how things go. So that's where we are and that's my commentary. Anymore comments or questions about that document?

**Deputy Supervisor Dellisanti:** One comment that should also help your fiscal stress number as well.

**Supervisor Ruso:** Oh yes. Absolutely.

**Deputy Supervisor Dellisanti:** Which you will find out in September.

**Supervisor Ruso:** I know it takes awhile. You forget about it by then, it takes like nine months to update on that. Any further comments?

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

**Supervisor Ruso:** Thank you everybody.

TOWN OF NEW BALTIMORE

COUNTY OF GREENE

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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 78-2019  
MARCH 11, 2019

RESOLUTION AUTHORIZING EXPENDITURES PROPOSED BY  
TOWN JUSTICES TO BE FUNDED BY A GRANT RECEIVED BY THE  
OFFICE OF COURT ADMINISTRATION FOR THE TOWN JUSTICE COURT

*WHEREAS* the Town of New Baltimore Justice Court received grant monies from the New York State Office of Court Administration in 2018.

*RESOLVED* the Town Justices have proposed the expenditure for the following items in accordance with the Town’s Procurement Policy adopted January 1, 2019 and with approval by the Attorney for the Town.

COMPANY	DESCRIPTION	PRICE
Staples Advantage	3 Five-Drawer Vertical Fire Cabinets, Locking, Black, Legal, 26.5”D (21920D) @ \$329.99 Each	\$ 989.97
Tip Top Floor Covering	Installation of Carpet, Rip Up, Move Furniture, Cove Base Install Heaven Carpet, Felt Padding, Coventry Gold Over the Top, Windsor Blue Cove Base With Toe	\$ 525.70 1,086.41

**Supervisor Ruso:** So we have this additional expenditure from the Court Grant. I’ll make the Motion to approve this expenditure. Do I have a second?

**Councilmember Downes:** I’ll second.

**Supervisor Ruso:** Thank you.

**Ellie Alfeld:** I would just want it reinforced, that carpeting is not going in here right?

**Supervisor Ruso:** I don’t think so.

**Councilmember VanEtten:** No.

**Ellie Alfeld:** They use this for Court.

**Supervisor Ruso:** No, it’s for the office.

**Ellie Alfeld:** Thank you. It didn’t say that, it just says for the Court.

**Supervisor Ruso:** No it doesn’t, you’re right, but it is for the office.

**Ellie Alfeld:** That’s all I want to be sure with.

AYES: Ruso, Briody, Downes, Irving, VanEtten  
NAYS:  
ABSTAIN:  
ABSENT:  
Motion Carried

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**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 79-2019**  
**MARCH 11, 2019**

**RESOLUTION TO RECOMMEND APPOINTMENT TO  
GREENE COUNTY PLANNING BOARD**

**RESOLVED** that the Town Board of the Town of New Baltimore does hereby recommend to the Greene County Economic Development, Tourism & Planning and the Greene County Legislature that Jean Horn be reappointed as the Town of New Baltimore's representative to the Greene County Planning Board, with said term to expire on March 15, 2022.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 80-2019**  
**MARCH 11, 2019**

**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 2019-03-01 to 2019-03-28, it is

**REVOLVED** that the Supervisor is hereby authorized to pay claims 2019-03-01 to 2019-03-28.

**BE IT FURTHER RESOLVED** that the Town Clerk will prepare an abstract and hold it for public review until May 31, 2019.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

General \$3,778.16, Highway \$5,157.25, Sewer 1 \$2,695.75, Sewer 2 \$32.84, Lighting 1 \$1,708.99, Lighting 2 \$164.03, Total \$13,537.02

**Upcoming Meetings**

- **March 14, 2019 Planning Board Meeting at 7 PM**
- March 25, 2019 Town Board Work Meeting at 7 PM
- March 27, 2019 Rabies Clinic at Medway Grapeville Firehouse from 6-8 PM
- April 3, 2019 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- April 8, 2019 Town Board Regular Meeting at 7 PM
- April 11, 2019 Planning Board Meeting at 7 PM
- April 22, 2019 Town Board Work Meeting at 7 PM
- ~~May 31~~ **June 1**-June 2, 2019 AgFest at VanEtten Farm

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**Public Comment Period/Community Events**

**Ellie Alfeld:** I have the announcement of the Church luncheon on Wednesday, corned beef and cabbage. Donation if you want. We're going to serve at noon and, of course, it will be full corned beef and cabbage. We'll look forward to seeing as many as possible and if at all possible we'd love it if you made a reservation so we're sure to give you enough corned beef to go.

**Eileen Vosburgh:** Is there a Planning Board meeting this week?

**Councilmember VanEtten:** It would have been on the, I think it was on the last agenda.

**Supervisor Ruso:** It's this Thursday.

**Ellie Alfeld:** It's always the second Thursday.

**Councilmember VanEtten:** It's the 14<sup>th</sup>.

**Supervisor Ruso:** I see that we jumped already into...

**Councilmember VanEtten:** But I think it was on the last Board meeting, I think Barb had it on there.

**Eileen Vosburgh:** Another thing, the RCS Council of Churches if having their annual crop walk on May 5th at Mosher Park 1:30.

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**Old Business**

**Supervisor Ruso:** We have a conversation regarding a Highway Department employee. I'm going to ask that the Town Board go into Executive Session for the 'discussions regarding proposed, pending or current litigation;' seconded by Councilmember VanEtten at 7:26 PM

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

**Attorney for the Town Galgay:** Jeff, you just have to indicate if there's anybody other than the Board members that you want in the Executive Session.

**Supervisor Ruso:** I think because there was some things that go back to Mr. Dellisanti that I think it would be wise for him and truthfully it does have a Highway employee involved, so I guess Mr. VanWormer.

**Supervisor Ruso:** Thank you everybody and I want to make a Motion to go back into regular session at 7:48 PM.

**Councilmember VanEtten:** I'll second.

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

**Supervisor Ruso:** Resolution 72 of 2019, we actually have to fix up something that happened at the meeting of the 25<sup>th</sup> of February. I would like to make a Motion to correct the name of the appointee to Gerard and not Gerald. Do I have a second?

**Councilmember VanEtten:** I'll second.

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AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

On a Motion by Councilmember Briody seconded by Councilmember VanEtten, the meeting was adjourned at 7:51 PM

AYES: Ruso, Briody, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

**Motion Carried**

**Supervisor Ruso:** Thank you everybody, have a great night.

Respectfully Submitted,

Barbara M. Finke  
Town Clerk