

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

**CALLED TO ORDER BY SUPERVISOR QUIGLEY, CHAIRMAN at 7 PM**

**SALUTE TO THE FLAG**

**ROLL CALL BY CLERK**

TOWN COUNCILMAN JOEL B. BRINK  
*TOWN COUNCILMAN ERIC KITCHEN - absent*  
TOWN COUNCILWOMAN CRIS HENDRICK  
TOWN COUNCILMAN JOHN MORROW  
SUPERVISOR JAMES QUIGLEY 3<sup>rd</sup>

**PUBLIC COMMENT**

Merle Borenstein recommended that Mrs. Aimori Brown be hired as an animal control officer.

Mr. Robert Barton inquired about the cost of the town audit and the professional engineering services for surveying the Town property.

Supervisor Quigley reported that the audit would cost around \$30K. The engineer services are based on a rate per hour and an estimate of time was given for the survey.

Mr. Larry Quick inquired about why the Deputy Chief of Police position was being abolished and why the town was adding a lieutenant.

Supervisor Quigley reported that the deputy chief position is not needed in a town this size. The lieutenant will serve as the second in command with the same pay (both positions were paid the same previously).

**APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

Councilman Brink motioned to accept the minutes of the January 5, 2012 and January 19, 2012 meetings.

2<sup>nd</sup> by Councilman Morrow

Four Ayes- Councilman Kitchen was absent

**COMMUNICATIONS**

There were no communications.

**ABSTRACT OF CLAIMS**

Councilwoman Hendrick motioned to approve the February 2012 abstract as submitted

2<sup>nd</sup> by Councilman Brink

Four Ayes- Councilman Kitchen was absent

Councilman Morrow moved to approve the following:

2010 BUDGET MODIFICATIONS:

(see exhibit "A")

2<sup>nd</sup> by Councilwoman Hendrick

Four Ayes- Councilman Kitchen was absent

**Appointment of a Lieutenant in the Town of Ulster Police Department effective 3/1/12**

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

Councilman Morrow moved to appoint Detective Sgt. Anthony Cruise to lieutenant, effective March 1, 2012, with a salary of \$80,389  
2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

**Resolution abolishing the position of Deputy Chief in the Town of Ulster Police Department**

Councilman Morrow moved to approve the following:

**RESOLUTION ABOLISHING POSITION OF DEPUTY CHIEF OF POLICE**

WHEREAS, the Town of Ulster is in the process of making and requiring spending cuts and changes within all departments in order to reduce costs, increase proficiency, and comply with necessary financial and budget constraints, and

WHEREAS, the Chief of Police of the Town of Ulster has recommended the abolishing of the position of “Deputy Chief of Police” within the Police Department, and

WHEREAS, the position of Deputy Chief of Police is currently vacant, and

WHEREAS, the Town of Ulster Town Board finds that the implementation of such recommendation as herein referenced and as herein approved will result in reducing costs and provide for increased efficiency within the Town of Ulster Police Department:

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF ULSTER AS FOLLOWS:

1. The Town Board of the Town of Ulster does hereby abolish the position of “Deputy Chief of Police” within the Police Department.
2. The Town Clerk of the Town of Ulster shall send a certified copy of this resolution to the Ulster County Personnel Department and The Town of Ulster Policeman’s Benevolent Association, Inc. within ten (10) days of the date of approval of this resolution.

2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes - Councilman Kitchen was absent

**Resolution authorizing the Supervisor and the Police Chief to sign Agreements to Allow the County of Ulster and Other Municipal Police Agencies to Use the Town of Ulster Police Firearms Range**

Councilwoman Hendrick moved to approve the following:

**Authorizing the Supervisor and the Police Chief to sign Agreements to Allow the County of Ulster and Other Municipal Police Agencies to Use the Town of Ulster Police Firearms Range**

WHEREAS, the Town of Ulster owns and operates a Police Firearms Range and Training Facility located on Ulster Landing Road; and

WHEREAS, the Town of Ulster Police Commission has heretofore determined that it is in the best interest of the Town of Ulster to allow other municipal police agencies, including but not limited to the Ulster County Sheriff's Office, to use the Police Firearms Range and Training Facility, provided that an Agreement which adequately protects the Town of Ulster and sets out policy and scheduling at the Firearms Range is fully executed prior to the other agencies' use of the Firearms Range; and

WHEREAS, the proposed Agreement is annexed hereto as Schedule "A"; now,

THEREFORE, BE IT RESOLVED that the Supervisor and Police Chief be authorized to sign a version of the annexed Agreement with the County of Ulster and any other municipality, in the discretion of the Supervisor and the Police Chief, that desires to use the Police Firearms Range and Training Facility.

**Agreement for County of Ulster to Utilize the Town of Ulster Police Firearms Range**

This Agreement is entered into by and between the **TOWN OF ULSTER**, a municipal corporation, a Town within the County of Ulster, State of New York, with a principal office located at 1 Town Hall Drive, Lake Katrine, New York (the "TOWN"), and the **COUNTY OF ULSTER**, a municipal corporation of the State of New York, with a principal office located at 244 Fair Street, Kingston, New York (the "COUNTY").

**Article 1 - Purpose**

The purpose of this Agreement is to provide a mechanism for assuring the safety and liability protection of all COUNTY individuals using the TOWN'S Police Firearms Range and Training Facility, located on Ulster Landing Road, which is property owned and maintained by the TOWN (hereinafter the "RANGE"). This Agreement will further establish protocol for the COUNTY'S use of the RANGE, in addition to providing procedure in securing training dates for other police agencies.

**Article 2 - Policy**

This Agreement sets forth general policy for the safe use and scheduling of the RANGE. The RANGE is for Law Enforcement Personnel and Military Personnel use only, and only when under the direct supervision of certified firearms instructors.

**Article 3 - Scheduling**

Use and operation of the RANGE may only be granted by the Chief of the TOWN'S Police Department, or his designee.

- A. The RANGE is available for use Monday through Friday. Unless approved by the Chief of the TOWN'S Police Department, there will be no range days scheduled on Saturdays or Sundays.

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

- B. Hours of Operation for live fire will be from 9:00AM through 5:00PM. With prior approval, live fire may be permitted between the hours of 5:00PM through 8:00PM. Permission can only be granted by the Chief of the TOWN'S Police Department.
- C. Scheduling use of the RANGE can only be accomplished through the office of the Chief of the TOWN'S Police Department.
- D. The Chief of the TOWN'S Police Department reserves the right to cancel, or re-schedule RANGE days at his discretion when extenuating circumstances exist.

**Article 4 - Range Protocol**

- A. When attending training at the RANGE all personnel will comply with all safety standards set forth by the RANGE instructor(s). Any deviance will result in said person(s) expulsion from the RANGE, and will jeopardize the represented agency's continued use of the RANGE.
- B. Any agency using the RANGE must provide at least one Certified Firearms Instructor for every five (5) students conducting live fire qualifications.
- C. Upon completion of firearms training, the RANGE shall be policed and all trash and expended casing will be removed from the course.
- D. At no time is the burning of any trash permitted at the RANGE.
- E. There is to be no consumption of alcoholic beverages while on the property of the RANGE.

**Article 5 - Certificate of Insurance**

The COUNTY shall file in the office of the TOWN'S Clerk, prior to using the RANGE, a Certificate of Insurance, providing proof of FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS in public liability insurance naming the TOWN OF ULSTER an additional insured and as the Certificate Holder with a provision for cross liability. If said insurance policy shall be non-renewed or cancelled, or should expire during the life of this agreement, the TOWN shall be provided a new Certificate indicating the replacement policy information as requested above. No firearms training shall take place at the RANGE in the absence of a valid Certificate of Insurance.

The TOWN shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in "Schedule A" (County of Ulster Standard Contract Insurance Requirements), which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the COUNTY, who have been fully informed as to the nature of the provision of this Agreement. The COUNTY shall be an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of the TOWN and not those of the COUNTY. The provision of insurance by the TOWN shall not in any way limit the TOWN'S liability under this Agreement.

**Article 6 - Indemnification**

The COUNTY agrees to protect, defend, indemnify, and hold the TOWN and its officers and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind or character, including claims, liens, debts, personal injuries, death (including claims or losses by death of employees of the TOWN or the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of the COUNTY'S performance under this Agreement. The COUNTY agrees to investigate, handle, respond to, provide defense for,

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

and defend any such claims, demands, suits at its sole expense and agrees to bear all other cost and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

**Article 7 - Proof of Certification**

The COUNTY agrees to provide to the TOWN a New York State Division of Criminal Justice Services (or equivalent) firearms certification for each firearms instructor. The certification must be current and is subject to verification by the Master Firearms Instructor of the TOWN'S Police Department.

**Article 8 - Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of New York State.

**Article 9 - Term of Agreement**

This Agreement shall **begin on January 1, 2012 and end on December 31, 2012**. Upon mutual agreement of the Parties, a new agreement must be signed for each calendar year, in addition to providing a renewed Certificate of Insurance.

**Article 10 - Termination**

This Agreement may be terminated by either Party upon a thirty(30) days written notice to the other at the addresses set forth herein

**Article 11 - Notices**

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

TOWN:  
Town of Ulster Police Department  
Attention: Chief or Police  
1 Town Hall Drive  
Lake Katrine, New York 12449

COUNTY:  
Ulster County Sheriff's Office  
Attention: Ulster County Sheriff  
380 Boulevard  
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the Ulster County Sheriff's Office and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the COUNTY:

MAILING ADDRESS:

COUNTY OF ULSTER  
Attn: County Attorney  
PO Box 1800  
Kingston, New York 12402

PHYSICAL ADDRESS: COUNTY OF ULSTER  
Attn: County Attorney  
244 Fair Street, 5<sup>th</sup> Floor  
Kingston, New York 12401

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 9 above.

TOWN OF ULSTER

ULSTER COUNTY SHERIFF  
(Approval of form and content)

\_\_\_\_\_  
By: James E. Quigley III,  
Title: Town of Ulster Supervisor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Paul J. VanBlarcum,  
Title: Ulster County Sheriff  
Date: \_\_\_\_\_

*I hereby concur:*  
TOWN OF ULSTER  
POLICE DEPARTMENT

COUNTY OF ULSTER

\_\_\_\_\_  
By: Paul M. Watzka,  
Title: Town of Ulster Chief of Police  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Frederick J. Wadnola  
Title: Chairman of the Ulster County Legislature  
Date: \_\_\_\_\_

(Rev. 3/01/11)

**SCHEDULE A**  
**COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS**

**UNLESS OTHERWISE AUTHORIZED BY THE ULSTER COUNTY INSURANCE OFFICER, STRICT ADHERENCE TO THIS SCHEDULE C IS REQUIRED. ANY DEVIATION FROM THESE REQUIREMENTS WITHOUT PRIOR AUTHORIZATION FROM THE INSURANCE DEPARTMENT WILL RESULT IN A DELAY IN FINALIZING THIS AGREEMENT.**

**WORKERS' COMPENSATION AND DISABILITY INSURANCE:\***

The TOWN shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the COUNTY'S Insurance Department Certificates of Insurance evidencing this coverage. **If the TOWN is not required to carry such insurance, the TOWN must submit form CE-200 attesting to the fact that it is not required to do so.**

**WORKERS' COMPENSATION REQUIREMENTS:** To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the TOWN) seeking to enter into contracts with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE TOWN IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form C-105.2, "Certificate of Workers' Compensation Insurance." The VENDOR'S insurance carrier will send this form to the COUNTY at the TOWN'S request. **PLEASE NOTE:** The State Insurance Fund provides its own version of this Form (the U-26.3).
- **IF THE TOWN IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance." The TOWN'S Group Self-Insurance Administrator will send this form to the COUNTY at the TOWN'S request.

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

- **IF THE TOWN IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

**DISABILITY BENEFITS REQUIREMENTS:** To assist the State of New York and municipal entities (the COUNTY) in enforcing WCL Section 220(8), business entities (the TOWN) seeking to enter into contract with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE TOWN IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance." The TOWN'S insurance carrier will send this form to the COUNTY at the TOWN'S request.
- **IF THE TOWN IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance." The TOWN must call the Workers Comp. Board's Self-Insurance Office at (518)402-0247.
- **IF THE TOWN IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the New York State Workers' Compensation Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering questions about this form. Please contact an attorney if you have any questions regarding Form CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

**\*NOTE: ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits Insurance Coverage. The manner of proof related to Workers' Compensation and Disability Insurance is controlled by New York State Laws, Rules and Regulations.**

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

The TOWN shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the TOWN, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the TOWN to maintain such insurance in amounts sufficient to fully protect itself and the COUNTY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

**OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
  - A. Contractual Liability
  - B. Independent Contractors
  - C. Products and Completed Operations
3. The County of Ulster, located at P.O. Box 1800 in Kingston, New York, 12402-1800, shall be added to the Commercial General Liability policy as an “Additional Insured” and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the TOWN with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

**OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:**

1. Coverage shall include:
  - A. All owned vehicles
  - B. Hired car and non-ownership liability coverage
  - C. Statutory No-Fault coverage

**PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)**

[ ] If this box is checked, Professional Liability Insurance shall be provided by the TOWN as follows:

Professional Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

**ADDITIONAL CONDITIONS OF INSURANCE:**

1. The TOWN shall submit copies of any or all required insurance policies as and when requested by the COUNTY.

**CERTIFICATE OF INSURANCE:**

The TOWN shall file with the COUNTY’S Insurance Department, prior to commencing work under this Agreement, a Certificate of Insurance.

1. The Certificate of Insurance shall include:
  - A. Name and address of Insured
  - B. Issue date of certificate
  - C. Insurance company name
  - D. Type of coverage in effect
  - E. Policy number
  - F. Inception and expiration dates of policies included on the certificate
  - G. Limits of liability for all policies included on the certificate
  - H. “Certificate Holder” shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.
2. If the TOWN’S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the COUNTY shall be provided with a new certificate indicating the replacement policy information as requested above. The COUNTY requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.



ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

2<sup>nd</sup> by Councilman Brink  
Four Ayes- Councilman Kitchen was absent

**Discussion and approval of the Town Audit for the Year ending December 31, 2010 performed by Toski & Co., P.C. CPA's**

Councilwoman Hendrick moved to accept the town audit performed by Toski & Co., P.C. CPA's for the year ending December 31, 2010  
2<sup>nd</sup> by Councilman Morrow  
Four Ayes- Councilman Kitchen was absent

**Motion authorizing the Supervisor to sign the Engagement Letter for Toski & Co., P.C. to perform the 2011 Town Audit**

Councilman Brink moved to authorize the Supervisor to sign the engagement letter for Toski & Co., P.C. to perform the 2011 Town Audit  
2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

**Discussion on recommendations for hiring an animal control officer**

Councilwoman Hendrick reported that she and Councilman Morrow have worked hard on the animal control situation. They have composed a euthanization policy.

A discussion followed based on a question from the audience pertaining to the Town being in the business of dog control. Town Attorney, Jason Kovacs reported that this was required based on NYS Agriculture and Markets Law.

Councilwoman Hendrick moved to hire Aimori Brown as the Town's animal control officer with a rate of pay of \$12 per hour effective February 20, 2012  
2<sup>nd</sup> by Councilman Morrow  
Four Ayes- Councilman Kitchen was absent

Councilwoman Hendrick moved to hire as back-up animal control officers, Julie LeRoy and Gary Russell, at \$12 per hour, effective February 20, 2012  
2<sup>nd</sup> by Councilman Morrow  
Four Ayes- Councilman Kitchen was absent

**Motion to appoint Jason Cosenza as FOIL Officer**

Councilman Brink moved to appoint Jason Cosenza as FOIL Officer  
2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

**Motion to authorize the Supervisor to sign the Pledge and Assignment Agreement with JP Morgan Chase Bank N.A. for protection of the Town's Bank deposits**

Councilman Morrow moved to authorize the Supervisor to sign the pledge and assignment agreement with JP Morgan Chase Bank N.A. for protection of the Town's bank deposits  
2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

**Motion authorizing the Supervisor to sign Amendment #4 of the Agreement for Engineering Services with Brinnier & Larios for the East Kingston Water Storage Tank**

Councilman Brink moved to authorize the Supervisor to sign Amendment #4 of the Agreement for Engineering Services with Brinnier & Larios for the East Kingston Water Storage Tank  
2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

**Motion authorizing the Supervisor to sign change orders 1 through 3 to the contract with Roehrs Construction Inc. for the construction of the East Kingston Water Storage Tank**

Councilman Morrow moved to authorize the Supervisor to sign change orders 1 through 3 to the contract with Roehrs Construction Inc. for the construction of the East Kingston Water Storage Tank  
2<sup>nd</sup> by Councilman Brink  
Four Ayes- Councilman Kitchen was absent

**Resolution declaring the attached list of surplus property of the Town of Ulster and authorizing the public sale of same**

Councilman Morrow moved to approve the following:

**RESOLUTION DECLARING CERTAIN EQUIPMENT "SURPLUS"**

WHEREAS, the Highway Superintendent has declared that the equipment listed in the attachment hereto has no further useful life to the Town Highway Department and therefore declares them to be "surplus" and requests that he be authorized to sell the equipment at auction; and

WHEREAS, the General Municipal Law allows surplus town equipment to be sold to the highest bidder at auction; Now, therefore, be it

RESOLVED, that the highway equipment listed in the attachment is hereby determined to be surplus equipment and the Highway Superintendent is authorized to sell the equipment at auction to the highest bidder.

2<sup>nd</sup> by Councilwoman Hendrick  
Four Ayes- Councilman Kitchen was absent

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

**Motion authorizing the Supervisor to execute the required documents to complete the sale of surplus property per the prior resolution**

Councilwoman Hendrick moved to authorize the Supervisor to execute the required documents to complete the sale of surplus property per the prior resolution  
2<sup>nd</sup> by Councilman Morrow  
Four Ayes- Councilman Kitchen was absent

**Motion authorizing an increase of \$205.50 for Brinnier & Larios to complete the survey of the Town Hall property. Prior authorization was given December 22, 2011 in the amount of \$3,600.00**

Councilman Morrow moved to authorize an increase of \$205.50 for Brinnier & Larios to complete the survey of the Town Hall property. Prior authorization was given December 22, 2011 in the amount of \$3,600.00  
2<sup>nd</sup> by Councilman Brink  
Four Ayes- Councilman Kitchen was absent

**Resolution requesting a lower speed limit on Old Sawkill Road**

Councilwoman Hendrick moved to approve the following resolution:

WHEREAS, a concerned citizen of the Town of Ulster has made a request to the Town for support lowering the speed limit on the following roads:

Old Sawkill Road

WHEREAS, the current speed limit is 55 mph on the above-listed roads, and

WHEREAS, the Town Board agrees that consistency and safety would be served by lowering the speed limit on the above-listed road to 35 mph, and

WHEREAS, a request by the Town of Ulster to NYS DOT to lower the maximum speed limit requires the Town to execute a TE 9A Form, and

WHEREAS, the executed form is then forwarded to the Ulster County Department of Public Works for further consideration; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to execute and sign the TE 9A Form pursuant to Section 1622 of the Vehicle and Traffic Law requesting the lowering of the speed limit on the above-listed roads to 30 mph; and be it further

RESOLVED, that the executed form shall be transmitted to the Ulster County Department of Public Works for its execution of the TE 9A Form.

2<sup>nd</sup> by Councilman Morrow

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

Four Ayes- Councilman Kitchen was absent

**Scheduled a Public Hearing March 1, 2012 at 7:15 PM for the application of Barney Millens & Sons to establish a scrap metal recycling and transfer facility at 2-4 Kieffer Lane off East Chester Street Bypass.**

Councilman Brink moved to schedule a public hearing on March 1, 2012 at 7:15 PM, for the application of Barney Millens & Sons to establish a scrap metal recycling and transfer facility at 2-4 Kieffer Lane off East Chester Street Bypass.

2<sup>nd</sup> by Councilman Morrow

Four Ayes- Councilman Kitchen was absent

**Award RFP bids for Engineering, Legal and Administrative Services for the Glenerie Storm Drainage Project**

*Engineering*

Councilman Morrow moved to award Brinnier & Larios, PC the engineering service for the Glenerie Storm Drainage Project and authorize the Supervisor to enter into an agreement with them

2<sup>nd</sup> by Councilwoman Hendrick

Four Ayes- Councilman Kitchen was absent

*Legal*

Councilman Brink moved to award Jason Kovacs, Town Attorney, for legal services for the Glenerie Storm Drainage Project and authorize the Supervisor to enter into an agreement with him.

2<sup>nd</sup> by Councilman Morrow

Four Ayes- Councilman Kitchen was absent

*Administrative*

Councilwoman Hendrick moved to appoint Councilmen Brink and Morrow to review the two administrative service bids received and to make a recommendation to award one of them at the next meeting.

2<sup>nd</sup> by Supervisor Quigley

Four Ayes- Councilman Kitchen was absent

**PUBLIC COMMENT**

Mr. Robert Barton inquired about what was going on with the Building and Grounds committee (pertaining to the Town Hall repair or replacement). He was not in favor of Barney Millens & Sons recycling center in town.

Supervisor Quigley reported that no action has been taken, as his office has been focused on the arbitration with the PBA union.

Mr. Larry Quick inquired about the water district that needed to borrow money from the general fund.

ULSTER TOWN BOARD MEETING  
FEBRUARY 16, 2012 AT 7:00 PM

Supervisor Quigley stated that the water district never borrowed money but if it had, it would pay interest on the money borrowed at the current rates.

Councilman Morrow requested the speed limit on the Sawkill Road be 30 MPH. A discussion followed about the amount of time it would take for the review. A denial would be quick; a study would take much longer.

Mr. Robert Barton requested that the Town update its road development plans with better storm drainage.

Councilman Morrow moved to enter into executive session at 7:50 PM to discuss contract negotiation with the Town PBA

2<sup>nd</sup> by Councilwoman Hendrick

Four Ayes- Councilman Kitchen was absent

Councilman Brink moved to exit executive session at 8:12 PM

2<sup>nd</sup> by Councilman Morrow

Four Ayes- Councilman Kitchen was absent

Supervisor Quigley resumed the regular meeting at 8:13 PM and reported that no actions were taken.

Councilwoman Hendrick motioned to adjourn the meeting at 8:14 PM

2<sup>nd</sup> by Councilman Brink

Four Ayes- Councilman Kitchen was absent

Respectfully Submitted by  
Jason Cosenza, RMC FHCO  
Ulster Town Clerk

Town of Ulster  
 2010 Budget Modifications  
 For Year Ending December 31, 2010

DATE: February 7, 2012

The Following Budget Modifications are for the General Fund

Account Number	Account Name	Account Number	Account Name	Amount
	<b><u>TRANSFER FROM</u></b>		<b><u>TRANSFER TO</u></b>	
A2989.400	Youth Education Programs	A1320.100	Bookkeeper Salary	5,990.00
A1345.400	Meetings & Instructions	A1341.100	Purchasing Clerk Salary	1.00
A9015.800	Fire & Police Retirement	A1420.400	Legal Fees	23,733.00
A7110.427	Handicap Fishing Platform	A3121.400	Drug Enforcement-Police	1,313.00
A1670.417	Printing	A1930.400	Judgments & Claims	1.00

## Exhibit "A"

Town of Ulster  
 2010 Budget Modifications  
 For Year Ending December 31, 2010

DATE: February 7, 2012

The Following Budget Modifications are for the Town of Ulster Highway Fund

<u>Account Number</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
	<b><u>TRANSFER FROM</u></b>		<b><u>TRANSFER TO</u></b>	
D.5110.438	Engineering Services	D.9010.800	State Retirement	\$ 1,632.00
D.5110.440	Blacktop	D.9010.800	State Retirement	8,900.00
D.5142.420	Gas & Oil	D.9010.804	State Retirement	11,788.00
D.9060.804	Hospital & Dental Insurance	D.9060.806	Hospital & Dental Insurance - Retire	1,169.00

Town of Ulster  
 Budget Modifications  
 For the Year Ended December 31, 2010

DATE: February 7, 2012

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
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**East Kingston Water Fund**

<u>TANSFER FROM</u>		<u>TRANSFER TO</u>		
SW7.8320.409	Repairs & Supplies	SW7.8320.455	Water Cost	415.00
SW7.8330.401	Lab Testing	SW7.8320.455	Water Cost	150.00
SW7.9030.800	Social Security	SW7.8320.455	Water Cost	132.00
SW7.8310.403	Office Supplies-Forms	SW7.8320.455	Water Cost	75.00

Modify Appropriation SW7-8320.455 (Water Cost) to be funded through SW7-5990 (Approp. Fund Bal.) for Water Expense. \$1,391.00

**Glenerie Water Fund**

<u>TANSFER FROM</u>		<u>TRANSFER TO</u>		
SW6.8310.403	Office Supplies-Forms	SW6.8320.455	Water Cost	75.00
SW6.8320.407	Electric	SW6.8320.455	Water Cost	111.00
SW6.8320.409	Repairs & Supplies	SW6.8320.455	Water Cost	286.00
SW6.8330.401	Lab Testing	SW6.8320.455	Water Cost	150.00

Modify Appropriation SW6-8320.455 (Water Cost) to be funded through SW6-5990 (Approp. Fund Bal.) for Water Expense. \$2,054.00

**Ulster Water Fund**

<u>TANSFER FROM</u>		<u>TRANSFER TO</u>		
SW1.1380.400	Paying Agent	SW1.8320.455	Water Cost	900.00
SW1.8310.100	Wages	SW1.8320.455	Water Cost	12,830.00
SW1.8310.101	Overtime Wages	SW1.8320.455	Water Cost	15,471.00
SW1.8310.403	Office Supplies-Forms	SW1.8320.455	Water Cost	609.00
SW1.8310.437	Schools	SW1.8320.455	Water Cost	654.00
SW1.8320.250	Meters & Hydrants	SW1.8320.455	Water Cost	5,708.00
SW1.8320.400	Engineering Services	SW1.8320.455	Water Cost	500.00
SW1.8320.407	Electric	SW1.8320.455	Water Cost	6,778.00
SW1.8320.408	Heat	SW1.8320.455	Water Cost	4,875.00
SW1.8320.409	Repairs & Supplies	SW1.8320.455	Water Cost	11,268.00
SW1.8320.413	Equipment Rental	SW1.8320.455	Water Cost	1,892.00
SW1.8320.423	Supplies & Tools	SW1.8320.455	Water Cost	1,379.00
SW1.8320.430	Uniform Rental & Cleaning	SW1.8320.455	Water Cost	710.00
SW1.8320.454	Maintenance	SW1.8320.455	Water Cost	4,005.00
SW1.8330.200	Equipment	SW1.8320.455	Water Cost	1,841.00
SW1.8330.451	Chemicals	SW1.8320.455	Water Cost	2,456.00
SW1.8330.452	Salt	SW1.8320.455	Water Cost	14,630.00
SW1.8340.420	Gas & Oil	SW1.8320.455	Water Cost	1,403.00
SW1.8340.421	Vehicle Maintenance	SW1.8320.455	Water Cost	3,033.00
SW1.9010.800	State Retirement	SW1.8320.455	Water Cost	1,163.00
SW1.9030.800	Social Security	SW1.8320.455	Water Cost	2,629.00
SW1.9055.800	Disability Insurance	SW1.8320.455	Water Cost	25.00
SW1.9060.800	Hospital & Dental Insurance	SW1.8320.455	Water Cost	18,688.00
SW1.9060.802	Retire Hospital & Dental Insurance	SW1.8320.455	Water Cost	40.00
SW1.9070.800	Medicare Reimbursement	SW1.8320.455	Water Cost	2,073.00
SW1.9730.700	B.A.Note/Int.	SW1.8320.455	Water Cost	1,123.00

Modify Appropriation SW1-8320.455 (Water Cost) to be funded through SW1-5990 (Approp. Fund Bal.) for Water Expense. \$179.00



ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
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Spring Lake Water Fund

Modify Appropriation SW3-8320.455 (Water Cost) to be funded through SW3-5990 (Approp. Fund Bal.) for Water Expense. \$14,993.00

Cherry Hill Water Fund

	<u>TANSFER FROM</u>		<u>TRANSFER TO</u>	
SW5.8320.250	Meters & Hydrants	SW5.8320.455	Water Cost	500.00
SW5.8320.409	Repairs & Supplies	SW5.8320.455	Water Cost	1,025.00
SW5.8330.401	Lab Testing	SW5.8320.455	Water Cost	150.00

Modify Appropriation SW5-8320.455 (Water Cost) to be funded through SW5-5990 (Approp. Fund Bal.) for Water Expense. \$4,993.00

Town of Ulster  
 2010 Budget Modifications  
 For Year Ending December 31, 2010

DATE: February 7, 2012

The Following Budget modifications are for the Ulster Sewer Fund

<u>Account Number</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
	<u>TRANSFER FROM</u>		<u>TRANSFER TO</u>	
SS2-8110.437	Schools	SS2-1930.400	Judgments & Claims	\$ 1.00
SS2-8110.101	Overtime Wages	SS2-8110.100	Wages	790.00
SS2-9030.800	Social Security	SS2-9040.800	Worker's Compensation	1.00

Town of Ulster  
Budget Modification's  
For Year Ending December 31, 2011

DATE: February 7, 2012

The following Budget Modifications is for the General Fund.

<b>Account Number</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>
	<u>TRANSFER FROM</u>		<u>TRANSFER FROM</u>	
A.2260	Pub. Safety Serv-Other Govts.	A.1289	Other Gen. Dept. Income	\$ 100,000.00