

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

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

**SALUTE TO THE FLAG**

**ROLL CALL BY CLERK**

TOWN COUNCILMAN JOEL B. BRINK  
TOWN COUNCILMAN ERIC KITCHEN  
TOWN COUNCILMAN JOHN MORROW  
TOWN COUNCILMAN ROCCO SECRETO  
SUPERVISOR JAMES QUIGLEY 3<sup>rd</sup>

**AGENDA ADDITIONS**

Agreement between the Town of Ulster Highway Dept. and Ulster Fire Dist. #1 for the maintenance of fueling of vehicles at its Highway Complex.

**PUBLIC COMMENT**

None

**COMMUNICATIONS**

None

**ABSTRACT OF CLAIMS**

Councilman Secreto motioned to approve the February 2015 abstract as submitted 2<sup>nd</sup> by Councilman Morrow

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

**BUDGET MODIFICATIONS**

December 2014 Budget Modifications

**General Fund:**

Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Biddy Basketball League) Dec. 2014 refereeing fees to Paul Remick	150.00
Modify Revenue A3089 (State Aid,Oth.Gen.Aid) and Appropriation A3120.200 (Equipment) State Grant for Bullet Proof Vests in the OAG inVest Program	8,815.13
Modify Revenue A4389 (Fed.Aid, Safety) and Appropriation A3120.200 (Equipment) Fed. Grant for Bullet Proof Vests (DOJ Treas3)	1,595.76

ULSTER TOWN BOARD MEETING  
 FEBRUARY 19, 2015 AT 7:00 PM

**HIGHWAY:**

Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) June (Ul.Sewer) & Nov. Gas Reimb. (Oper.Funds)	8,882.34
Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) Dec. 14' Oper.Funds \$7,119.05 and Dec. Town of Kng. & Fire Depts. \$1,109.68	8,228.73
Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (Town of Kingston Hwy. Dept.)	360.90
Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (E.Kng.Vol.Fire Co.)	434.03
Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (Ruby Fire Dept.)	116.24
Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) Oct. Gas Reimb. (Ruby Fire Dept.)	
Oil) Oct. Gas Reimb. (Ruby Fire Dept.)	208.20

**GLENERIE WATER:**

Modify Appropriation SW6.8320.455 (Water Costs) to be funded through SW6.5990 SW6.5990 (Approp.Fund Bal.) for water costs	2,133.00
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**WASH. AVE. SEWER:**

Modify Appropriation SS3.8130.455 (Sewer Rents-City of Kng.) to be funded SS3.5990 (Approp.Fund Bal.) for sewer costs	3,333.00
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**HIGHWAY:**

Transfer From	Transfer To	
D5110.100 Wages	D5140.100 Wages-Beaut.	17,213.00
D5110.100 Wages	D5142.100 Wages	47,202.00
D5110.100 Wages	D5110.400 Blacktop	18,864.00
D5110.100 Wages	D5110.441 Stone – Shale	31.00
D5110.100 Wages	D5130.427 Tires & Repairs	1,421.00
D5110.100 Wages	D5142.437 Meal Allowances	970.00
D5110.101 Overtime	D5130.200 Equipment	10,466.00
D5110.101 Overtime	D5130.422 Equip. Maint.	5,988.00
D5110.420 Gas & Oil	D5130.491 Parts	6,296.00
D9060.800 Hosp. & Dental	D9010.800 Retirement	3,896.00
D9060.800 Hosp. & Dental	D9030.800 Social Security	2,708.00
D9060.800 Hosp. & Dental	D9030.804 Social Security	7,780.00
D9060.800 Hosp. & Dental	D9060.806 Retire. Hosp. & Dental	6,535.00
D9080.800 Employee Ben. Liab.	D5142.446 Salt	20,650.00
D9080.800 Employee Ben. Liab.	D5142.446 Salt	3,703.00

ULSTER TOWN BOARD MEETING  
 FEBRUARY 19, 2015 AT 7:00 PM

**ULSTER WATER:**

**Transfer From**

SW1.9060.800 Hosp. & Dental  
 SW1.9060.802 Retire. Hosp. & Dental  
 SW1.8310.101 Overtime Wages  
 SW1.8310.101 Overtime Wages  
 SW1.8310.101 Overtime Wages  
 SW1.8320.455 Water Cost  
 SW1.9010.800 State Retirement

**Transfer To**

SW1.8310.100 Wages 26,998.00  
 SW1.8310.100 Wages 5,352.00  
 SW1.8310.200 Computer Equip. 837.00  
 SW1.8320.407 Electric 916.00  
 SW1.8320.454 Maint. 9,131.00  
 SW1.8320.454 Maint. 550.00  
 SW1.9030.800 Social Security 1,061.00

**SPRING LK. WATER:**

**Transfer From**

SW3.8310.406 Telephone

**Transfer To**

SW3.8310.404 Postage 9.00

**BRIGHT ACRES WTR:**

**Transfer From**

SW4.8320.409 Repairs & Supplies  
 SW4.8320.409 Repairs & Supplies

**Transfer To**

SW4.8320.407 Electric 180.00  
 SW4.8320.455 Water Cost 759.00

**CHERRY HILL WATER**

**Transfer From**

SW5.8320.250 Meters & Hydrants  
 SW5.8320.250 Meters & Hydrants  
 SW5.8320.409 Repairs & Supplies

**Transfer To**

SW5.8310.403 Off. Supplies 15.00  
 SW5.8320.455 Water Costs 1,915.00  
 SW5.8320.455 Water Costs 2,491.00

**WHITTIER SEWER:**

**Transfer From**

SS1.8130.438 Engineer

**Transfer To**

SS1.8130.456 Sludge Removal 1,860.00

**ULSTER SEWER:**

**Transfer From**

SS2.8110.438 Engineer  
 SS2.8110.438 Engineer

**Transfer To**

SS2.8110.437 Schools 614.00  
 SS2.8130.420 Gas & Oil 302.00

**WASH.AVE. SEWER:**

**Transfer From**

SS3.1910.400 Unalloc. Insur.

**Transfer To**

SS3.8110.406 Telephone 167.00

**GENERAL FUND:**

**Transfer From**

A1110.102 Court Security  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk  
 A1220.103 P/T Payroll Clerk

**Transfer To**

A1110.101 Clerks Wages 8,195.00  
 A1110.101 Clerks Wages 3,038.00  
 A1220.101 Secretary Salary 413.00  
 A1320.100 Bookkeeper Salary 1,149.00  
 A1355.101 Assessor-Clerk 46.00  
 A1355.405 Mileage & Expenses 21.00  
 A1620.100 Custodian Wage 129.00  
 A1420.400 Legal Fees 4,501.00

ULSTER TOWN BOARD MEETING  
 FEBRUARY 19, 2015 AT 7:00 PM

A1930.400	Judgements & Claims	A1620.407	Electric	5,348.00
A1930.400	Judgements & Claims	A1620.407	Electric	610.00
A1930.400	Judgements & Claims	A1620.454	Maint.	1,215.00
A1930.400	Judgements & Claims	A1621.409	Repairs & Supplies	349.00
A1930.400	Judgements & Claims	A1622.408	Heat	173.00
A1930.400	Judgements & Claims	A1622.410	Water & Sewer	53.00
A3120.100	Police Wages	A3120.201	Overtime	10,086.00
A3120.100	Police Wages	A3120.102	DWI	2,932.00
A3120.100	Police Wages	A3120.109	Police Serv.Rendered	7,257.00
A3120.100	Police Wages	A3120.111	Police Retro Pay Wages	16,625.00
A3120.430	Clothing/Cleaning	A3120.111	Police Retro Pay Wages	12,369.00
A3120.421	Veh. Maint.	A3120.200	Equipment	11,100.00
A3120.201	Police Veh. & Prep.	A3120.200	Equipment	6,441.00
A3120.436	Training	A3120.437	Meal Allowances	166.00
A3620.101	Asst. Bldg. Inspector	A3620.100	Bldg. Inspector Salary	232.00
A3620.101	Asst. Bldg. Inspector	A3620.103	Fire Inspector Wages	419.00
A3620.101	Asst. Bldg. Inspector	A5010.100	Hwy. Supt. Salary	0.20
A3620.101	Asst. Bldg. Inspector	A5132.408	Heat	1,753.00
A3620.101	Asst. Bldg. Inspector	A5182.400	Lighting	3,895.00
A3620.101	Asst. Bldg. Inspector	A7110.426	Repairs,Constr.	2.00
A8160.401	Dumping Costs	A8160.100	Recycling Wages	1,535.00

**GENERAL FUND**

Modify Revenue A2680 (Insurance Recoveries) and Appropriation A3120.201 (Police Veh & Prep) check from HCC-U.S. Specialty Insurance Co. Loss Date 11/2/14 - Officer Marinelli	20,385.00
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**January February 2015 Budget Modifications**

**General Fund:**

Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Biddy Basketball League) Dec. 2014 refereeing games-John Lowe, Jr.	150.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Biddy Basketball League) Dec. 2014 refereeing games-Simpson Brown	250.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) base plugs - Anaconda Sports	23.60
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal. Biddy Basketball League) t-shirts,scorebook,bags,cold packs,basketballs-Anaconda Sports	2,206.80
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Rec.Equip.Reserve) payment to Brinnier & Larios - surveying services for proposed parking lot of Kingston Rail Trail - Rt.32 & Rockwell Lane	4,975.50

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) electric-Orlando St. Ballfield	90.75
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) electric-Orlando St. Ballfield	90.75
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Bddy Bsktbl League) Jan.refereeing-Paul Remick	100.00

MOTION: Councilman Secreto  
SECOND: Councilman Morrow

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

**NEW BUSINESS**

**Motion to authorize the promotion of Thom Torelli To Water Treatment Plant Operator**

MOTION: Councilman Morrow  
SECOND: Councilman Secreto

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

**Motion to hire one Part-time Clerk for the Court Office**

MOTION: Councilman Morrow  
SECOND: Councilman Kitchen

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Abstained
Supervisor Quigley	- Aye

CARRIED

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

**Motion authorizing the Supervisor to sign the Application of Supervisor For Extension of Time For Collection of Taxes to the Commissioner of Finance of the County of Ulster until June 1, 2015**

MOTION: Councilman Kitchen  
SECOND: Councilman Secreto

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

**Resolution to initiate SEQR Unlisted Action-Coordinated Review of Begnal Motors, SBL 48.13-2-20, 129-131 Route 28, Kingston**

**Initiation of SEQR Unlisted Action-Coordinated Review  
Begnal Motors, LLC  
S-B-L: 48.13-2-20**

**WHEREAS**, the Town of Ulster Town Board and its consultant planner have reviewed an application by Begnal Realty, LLC with the consent of Wky Wong, Inc. (owner) seeking *Site Plan* approval to develop a automotive sales and service center on the subject site, which is located at 129-131 NYS Route 28, opposite the Johnson Ford dealership; and

**WHEREAS**, the materials submitted in support of the Proposed Action includes:

- *Site Plan Narrative* by Brinnier & Larios, Engineering & Land Surveying, P.C. dated 2/5/2015;
- *Site Plan Application* by Brinnier & Larios, Engineering & Land Surveying, P.C. dated 2/5/2015;
- *Site Plan Consent Form* signed by Wky Wong Inc., dated February 4, 2015;
- *SEQR Full EAF Part 1* by Brian Begnal, Member Begnal Realty, LLC. dated 2/5/2015;
- *Site Photographs* by Brinnier & Larios, Engineering & Land Surveying, P.C. dated 2/5/2015;
- *Existing Conditions Plan* by Brinnier & Larios, Engineering & Land Surveying, P.C., 2/5/2015;
- *Proposed Site Plan* by Brinnier & Larios, Engineering & Land Surveying, P.C. dated 2/5/2015; and
- *Proposed Grading Plan* by Brinnier & Larios, Engineering & Land Surveying, P.C. dated 2/5/2015.

**WHEREAS**, the Town of Ulster Town Board has the authority to approve the Proposed Action since more than 2,500 SF of new gross floor area is proposed with this Site Plan application, upon a favorable recommendation from the Town of Ulster Planning Board; and

**WHEREAS**, the Town of Ulster Town Board, upon review of the SEQR Full EAF Part 1 determined the Proposed Action was an *Unlisted Action* pursuant to 6NYCRR Part 617 of State Environmental Quality Review (SEQR) Law; and

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

**WHEREAS**, other Involved Agencies would include: Ulster County Department of Health (Approval of Water System Modifications), NYSDEC (General Permit for Construction Activities, SWPPP and SPDES Permit); Zoning Board of Appeals (Lighting Level); and the NYSDOT (Site Access); and

**WHEREAS**, Interested Agencies would include the Ulster County Planning Board; and

**WHEREAS**, the Town of Ulster Planning Board, at its February 17<sup>th</sup>, 2015 meeting, referred this matter to the Town Board for the sole purpose of initiating a SEQR *Unlisted Action-Coordinated Review* with the Town Board so named as Lead Agency.

**NOW THEREFORE BE IT RESOLVED**, the Town of Ulster Town Board, based upon the above and its own review of the application materials, hereby declares its intent to be Lead Agency for an Unlisted Action-Coordinated Review and directs the Deputy Town Clerk to circulate a Notice of Intent to all Involved Agencies.

**Motioned by:** Morrow

**Seconded by:** Brink

**All in Favor:**

**All Opposed:**

James E. Quigley, III, Supervisor  
Eric Kitchen, Deputy Supervisor  
Joel Brink, Councilman  
John Morrow, Councilman  
Rocco Secreto, Councilwoman

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Date: February 19, 2015

**Resolution for Site Plan Amendment Approval for Ulster Fire Dist. 5 Building Addition, SBL 48.58-6-5, 830 Ulster Ave, Kingston**

**WHEREAS**, the Town of Ulster Town Board and its consultant planner have reviewed an application by *Ulster Hose Company No. 5* with the consent of Ulster 5th Fire District seeking Site Plan Amendment approval to construct a 8,908 square foot addition to the existing 14,553 square-foot one-story firehouse on the subject property, which is situated at 830 Ulster Avenue; and

**WHEREAS**, the materials submitted in support of the Proposed Action includes:

- *Narrative Description* prepared by Mauri Architects, P.C., dated February 4, 2015;
- *Application for Site Plan Approval* prepared by Mauri Architects, P.C., dated February 4, 2015;
- *SEQRA Short EAF* prepared by James M. Bracco, Chairman BFC dated February 4, 2015;
- *Site Demolition Plan* prepared by Mauri Architects, P.C., dated February 5, 2015;
- *Site Plan* prepared by Mauri Architects, P.C., dated February 5, 2015;
- *Grading Plan* prepared by Mauri Architects, P.C., dated February 5, 2015;
- *Lighting Plan* prepared by Mauri Architects, P.C., dated February 5, 2015;
- *Landscaping Plan* prepared by Mauri Architects, P.C., dated February 5, 2015; and
- *Elevations for Proposed Addition* prepared by Mauri Architects, P.C., dated February 5, 2015.

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

**WHEREAS**, pursuant to Chapter 145 of the Town Code, the Proposed Action is subject to Site Plan review and approval by the *Town of Ulster Town Board* upon recommendation from the Town of Ulster Planning Board since the Proposed Action involves more than 2,500 sf of new building area; and

**WHEREAS**, the Planning Board considered the application materials submitted by the applicant in support of the Proposed Action, along with the comments of its consultants made via memoranda (which memoranda are incorporated herein by reference); and

**WHEREAS**, the Planning Board upon review of the entire record (including SEQR Short Environmental Assessment Form (EAF)) found that the Proposed Action was an *Unlisted Action* pursuant to 6NYCCR Part 617 of State Environmental Quality Review (SEQR) and also found the Proposed Action would not have an adverse impact on the environment; and

**WHEREAS**, the Town of Ulster Planning Board at its February 17<sup>th</sup>, 2015 meeting voted to refer this matter to the Town Board with a recommendation for a SEQR Determination of Non-Significance (Negative Declaration) and to grant Site Plan Amendment approval.

**NOW THEREFORE BE IT RESOLVED**, the Town of Ulster Town Board, based upon the above and its own review, hereby grants Site Plan Amendment approval to *Ulster Hose Company No. 5* on above-cited property, subject to the conditions, limitations and restrictions set forth below.

1. Compliance with applicable zoning and building laws, rules and regulations;
2. Compliance with all representations made by the applicant;
3. Compliance with site plan, design plans and all details as cited herein;
4. The Town's consulting engineers Brinnier & Larios and Town of Ulster Water & Sewer Departments approve water and sewer infrastructure necessary for the building addition;
5. The Town's consulting planner and Building Inspector are hereby authorized to approve minor Site Plan changes of a ministerial nature, which may arise due to unforeseen circumstances in the project site development; and
6. All fees, including consultant fees, shall be paid.

**Motioned by:** Morrow

**Seconded by:** Secreto

**All in Favor:**

**All Opposed:**

James E. Quigley, III, Supervisor

\_\_\_\_\_X\_\_\_\_\_

Eric Kitchen, Deputy Supervisor

\_\_\_\_\_X\_\_\_\_\_

Joel Brink, Councilman

\_\_\_\_\_X\_\_\_\_\_

John Morrow, Councilman

\_\_\_\_\_X\_\_\_\_\_

Rocco Secreto, Councilwoman

\_\_\_\_\_X\_\_\_\_\_

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Date: February 19, 2015



ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

**Resolution Authorizing Town Supervisor and Town Highway Superintendent to sign Intermunicipal Agreement with Town of Hurley, Town of Woodstock, and Town of Shandaken**

Whereas, the Highway Superintendents of the Townships of Hurley, Ulster, Shandaken, and Woodstock have consulted on the purchase of a used sweeper; and

Whereas, the Highway Superintendents agree that the purchase price for a used sweeper from Joe Johnson Equipment in the amount of \$49,950.00 is reasonable; and

Whereas, the Highway Superintendents unanimously recommend to their respective Town Boards that the four (4) Townships enter into an agreement outlining terms for the purchase, use, storage and maintenance of the used sweeper; and

Whereas, the representatives of the four (4) Town Boards and their respective Highway Superintendents, and attorneys have agreed to terms for the purchase, use, storage and maintenance of the used paver; and

Whereas, under the provisions of Article 5-G of the General Municipal Law the terms of the proposed intermunicipal agreement are practical because the respective Townships have limited need for a sweeper, and therefore the agreed upon terms will benefit the taxpayers of the respective Townships by joint ownership of the sweeper and the sharing of costs to purchase, use, store and maintain the sweeper; and

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Ulster to be a party to such intermunicipal agreement; now, therefore, be it

RESOLVED that the Town Supervisor and Town Highway Superintendent be hereby authorized to sign on behalf of the Town of Ulster the following agreement.

MOTION: Councilman Morrow  
SECOND: Councilman Secreto

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

**Request for authorization to allow the Supervisor to sign an agreement between the Town of Ulster and Ulster Fire District #1 for the use of the Town Highway Fueling Station.**

Agreement made this 3rd day of February, 2015, by and between the Town of Ulster, a municipal corporation having its offices at 1 Town Hall Drive, Lake Katrine, NY 12449, and Ulster Fire District #1, a municipal Corporation having its offices at 123 Maxwell Lane, Kingston, NY 12401.

WHEREAS, the Town of Ulster maintains a fueling station for town vehicles at its Highway Complex at 584 East Chester Street Bypass, Kingston, NY 12401; and

WHEREAS, the Ulster Fire District #1 requires a fueling station at which it can fuel its vehicles, and

WHEREAS, the parties hereto wish to enter into a shared municipal service agreement whereby the Ulster Fire District #1 may fuel its vehicles at the Town of Ulster Highway Complex,

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

1. The Town of Ulster shall provide Ulster Fire District #1 with access to its fueling station at the Town of Ulster Highway Complex as a shared municipal service on the following terms and conditions.
2. The Town of Ulster shall provide Ulster Fire District #1 fueling fobs for its fueling station at the Town of Ulster Highway Complex, which Ulster Fire District #1 may use to fuel its vehicles.
3. Ulster Fire District #1 shall pay the Town of Ulster for the fuel that it acquires from the fueling station at the Town of Ulster Highway Complex according to the meter readings at the price per gallon at which the Town of Ulster purchased the said fuel, plus five cents (\$.05) per gallon for billing and handling charges.
4. Either party may terminate this agreement upon sixty (60) days written notice to the other party.
5. Ulster Fire District #1 shall assume all risk of damage to or destruction of its vehicles through any cause whatsoever while at the Town of Ulster Highway Complex or through use of fuel provided by the Town of Ulster, and shall at all times fully indemnify the Town of Ulster against all liability, claims, demands, suits, judgments, costs and expenses by reason of loss or damage to property and injury to or death of persons whatsoever or whomsoever, in any manner arising from or growing out of, directly or indirectly, wholly or in part, the use of fuel at the Town of Ulster Highway Complex.
6. This agreement or the permission granted herein shall not be assigned or transferred by the Ulster Fire District #1 to any person, party, or entity without the written consent of the Town of Ulster.

ULSTER TOWN BOARD MEETING  
FEBRUARY 19, 2015 AT 7:00 PM

MOTION: Councilman Brink  
SECOND: Councilman Secreto

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

**PUBLIC COMMENT**

Nancy Ebel – Dewitt Lake Rd. Town of Ulster expressed concern over Bucks Junk Yard and wanted to know the status of getting the business to comply with local laws.

The Town of Ulster won the lawsuit and Bucks has filed a Notice of Appeal. Mr. Kovacs will follow through and check on status of Appeal. Supervisor Quigley commented that the business has made baby steps and once legal proceedings have concluded, the next steps to take would become clearer.

Councilman Secreto moved to adjourn the meeting at 7:20 PM  
2<sup>nd</sup> by Councilman Morrow

Town Councilman Brink	- Aye
Town Councilman Kitchen	- Aye
Town Councilman Morrow	- Aye
Town Councilman Secreto	- Aye
Supervisor Quigley	- Aye

CARRIED

Respectfully Submitted by  
Linda McDonough  
Ulster Deputy Town Clerk

## **INTERMUNICIPAL AGREEMENT**

**This Agreement, by and between the Town of Ulster, a governmental subdivision with offices at 1 Town Hall Drive, Lake Katrine, N.Y. 12449, hereinafter known as “Ulster”, The Town of Woodstock, a governmental subdivision with offices at 47 Comeau Drive, Woodstock, N.Y. 12498, hereinafter known as “Woodstock” and the Town of Hurley, a governmental subdivision with offices at 10 Wamsley Place, Hurley, N.Y. 12443, hereinafter known as “Hurley”, and the Town of Shandaken a governmental subdivision with offices at 7209 Rt. 28, Shandaken, N.Y. 12480, hereinafter known as “Shandaken”, entered into under the provisions of Article 5-G of the General Municipal Law:**

**Whereas, the Highway Superintendents of the Townships of Hurley, Ulster, Woodstock And Shandaken have consulted on the purchase of a used Sweeper and**

**Whereas, the Highway Superintendents agree that the purchase price for a used sweeper from Joe Johnson Equipment in the amount of \$49,950 is reasonable; and**

**Whereas, the Highway Superintendents unanimously recommend to their respective Town Boards that the four Townships enter into an agreement outlining terms for the purchase, use, storage and maintenance of the used sweeper; and**

**Whereas, the representatives of the four Town Boards and their respective Highway Superintendents, and attorneys have agreed to terms for the purchase, use, storage and maintenance of the used**

**sweeper; and**

**Whereas, under the provisions of Article 5-G of the General Municipal Law the terms of this intermunicipal agreement are practical because the respective Townships have limited need for a sweeper, and therefore the agreed upon terms will benefit the taxpayers of the respective Townships by joint ownership of the sweeper and the sharing of costs to purchase, use, store and maintain the sweeper;**

**Therefore, be it agreed as follows:**

- 1. Ulster, Woodstock, Hurley and Shandaken each agree to pay (25%) toward the cost of purchase and maintenance of the sweeper, and to receive (25%) of any proceeds generated by rental or sale of the sweeper.**
- 2. The Highway Superintendents in each Town shall govern operation, use and housing of the sweeper, shall set a schedule for use of the sweeper, and shall designate the employees to be trained in the use of the sweeper. Only employees designated by the Highway Superintendents shall operate the sweeper.**
- 3. The sweeper shall be housed the (to be Determined) when not in use by the other Townships party to this agreement, in which case the Highway Superintendents shall agree on where the sweeper will be stored. Existing levels of cooperation with the**

**Performance of roadwork among the three Townships may continue.**

- 4. The Town of Ulster shall perform the necessary service on the sweeper to prepare it for use at the beginning of each sweeping season, and also to prepare it for winter storage at the end of each sweeping season.**
- 5. Only qualified mechanics employed by the Townships may repair, service and maintain the sweeper as directed by each Highway Superintendent. There will be no labor charges billed to other Townships for routine maintenance work on the sweeper when performed by mechanics employed by Ulster, Woodstock, Hurley, and Shandaken. Costs for any and all parts to repair or maintain the sweeper, however, shall be divided evenly among the four Townships. The Highway Superintendents shall give prior approval for repairs or work not to be performed by the Townships, and after such approval, the costs incurred for labor & parts shall be divided evenly among the four Towns. If the repairs are due to negligence of the personnel of a Township in possession of the sweeper, that Township shall pay all costs.**
- 6. The Highway Department finished with use of the sweeper shall clean, grease, and fuel up the sweeper for its use by the next Highway Department. The Highway Superintendent receiving the sweeper shall inspect it for defects, and report defects, if any, to the other Highway Superintendents.**
- 7. If other municipalities wish to use the sweeper, unanimous agreement on terms among the three Highway Superintendents, and the approval of their respective Town Boards shall be required before**

such use is permitted. In all such instances, employees of the Ulster, Woodstock, Hurley, or Shandaken Highway Departments shall operate the sweeper.

8. The four Townships agree that the cost of the purchase of the sweeper shall not exceed \$49,950. All four Highway Superintendents agree to submit no later than \_\_\_\_\_ 1st of each year to their respective Town Supervisor and Town Board a detailed accounting of the annual costs associated with the maintenance and repairs to the sweeper, and proceeds, if any, received for rental of the sweeper to other municipalities. If the total costs and/or proceeds are not to be apportioned evenly among all four Towns, such accounting shall indicate the reasons thereof. Payments owed by one Township to another, if any, shall be paid no later than \_\_\_\_\_ 1st of each year.

9. The Town of Ulster shall place the sweeper on its insurance policy and will name the Townships of Woodstock, Town of Hurley and Town of Shandaken as loss payees. The liability exposure shall be borne by each town on their respective General Liability policy.

10. Any disputes concerning use of the sweeper not resolved by the Highway Superintendents of Ulster, Woodstock, Hurley or Shandaken regarding the sweeper shall be referred to the respective Town Supervisors for resolution. A majority vote of the Supervisors shall be required to resolve the dispute.

11. Termination of Agreement: Should either the Town of Ulster, Woodstock, Hurley or Shandaken elect to terminate this agreement, written notice to the other municipalities shall be given at least three (3) months prior such termination. Such notice shall be deemed to be that municipality's offer to sell its interest to the other parties. If

neither of the other municipalities elects to purchase the interest of the terminating municipality, and there is no transfer of the terminating municipality's ownership to another municipality, or if all parties shall elect to terminate this agreement, then the equipment shall be sold according to the provisions of law regarding the disposition of such equipment. The net proceeds shall be divided on the basis of percent of ownership set forth in Section 1.

12. This agreement is entered into pursuant to the laws of the State of New York, and any changes or amendments to this agreement must be in writing and signed by all the respective Town Supervisors and Highway Superintendents upon authorization of their respective Town Boards.

IN WITNESS WHEREOF, the Supervisors and Highway Superintendents of the Respective Towns, upon Authorization from their Town Boards, have set their hands and seals.

**TOWN BOARD OF THE TOWN OF ULSTER**

Date: 2/27/2015 By: \_\_\_\_\_  
James E Quigley 3<sup>rd</sup>  
James E Quigley 3<sup>rd</sup> Supervisor  
Town of Ulster

Date: 2/26/15 By: \_\_\_\_\_  
Frank C. Petramale  
Frank C. Petramale, Highway  
Superintendent  
Town of Ulster



**TOWN BOARD OF THE TOWN OF**

**WOODSTOCK**

Date: 1/11/15 By: \_\_\_\_\_

**Jeremy Wilber, Supervisor  
Town of Woodstock**

Date: 2/11/15 By: \_\_\_\_\_

Michael Reynolds

**Michael Reynolds , Highway**

**Superintendent**

**Town of Woodstock**

**TOWN BOARD OF THE TOWN OF HURLEY**

Date: 2/23/15 By: \_\_\_\_\_

Gary Bellows

**Gary S. Bellows, Supervisor**

**Town of Hurley**

Date: 2/25/15 By: \_\_\_\_\_

Clyde Russell

**Clyde Russell, Highway Superintendent**

**Town of Hurley**

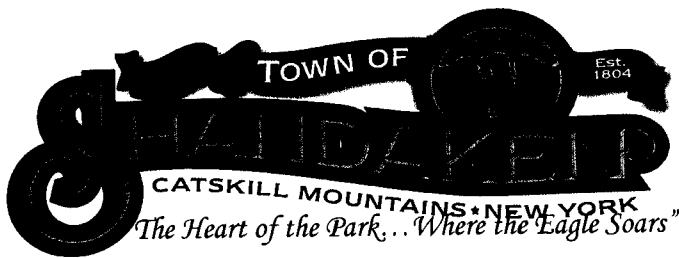
**TOWN BOARD OF THE TOWN OF SHANDAKEN**

Date: 2/4/15 By: \_\_\_\_\_  
Robert A Stanley

**Robert A. Stanley, Supervisor**  
**Town of Shandaken**

Date: 2/4/15 By: \_\_\_\_\_  
Eric Hofmeister

**Eric Hofmeister, Highway Superintendent**  
**Town of Shandaken**



Supervisor: (845) 688-7165  
Police: (845) 688-9902  
Town Clerk: (845) 688-5004  
Justice Court: (845) 688-5005  
Assessor: (845) 688-5003  
ZBA/ZEO/Planning: (845) 688-5008  
Highway: (845) 688-9901  
Fax: (845) 688-2041

Joyce Grant Town Clerk, P.O. Box 67, 7209 Rte. 28, Shandaken, NY 12480

Jacqui Guglielmetti – Amie Goodrich Deputy Clerks  
[townclerk@shandaken.us](mailto:townclerk@shandaken.us) [www.shandaken.us](http://www.shandaken.us)

February 4, 2015

RESOLUTION # 55-15

OFFERED BY: HIGLEY

**APPROVING INTERMUNICIPAL AGREEMENT FOR PURCHASE OF STREET SWEEPER**

**WHEREAS**, the Highway Departments of the Towns of Shandaken, Hurley, Woodstock and Ulster have consulted on the purchase of a used Street Sweeper; and

**WHEREAS**, the Highway Superintendents agree that the purchase price for a used Sweeper from Joe Johnson Equipment in the amount of \$49,950 (Forty Nine Thousand Nine Hundred Fifty Dollars) is reasonable; and

**WHEREAS**, the Highway Superintendents unanimously recommend to their respective Town Boards that the four Towns enter into an agreement outlining terms for the purchase, use, storage and maintenance of the used Sweeper; and

**WHEREAS**, the representatives of the four Town Boards and their respective Highway Superintendents, and attorneys have agreed to terms for the purchase, use, storage and maintenance of the used Sweeper; and

**WHEREAS**, under the provisions of Article 5-G of the General Municipal Law the terms of this inter-municipal agreement are practical because the respective Towns have limited need for a Sweeper, and therefore the agreed upon terms will benefit the taxpayers of the respective Towns by joint ownership of the Sweeper and sharing of costs to purchase, use, store and maintain the sweeper;

**THEREFORE BE IT RESOLVED** that the Town of Shandaken Town Board does hereby authorize the Town Supervisor and Highway Superintendent to enter into said Inter-municipal Agreement with the Towns of Hurley, Woodstock and Ulster.

**AND MOVES ITS ADOPTION**

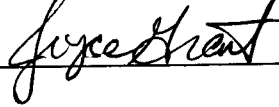
Seconded by: STANLEY

Roll Call: 4 Ayes, 1 Absent (Storms)

*I, the undersigned Clerk of the Town of Shandaken, Ulster County, New York, Do HEREBY CERTIFY:*

*That I have compared the attached proceedings of the Town Board of the Town of Shandaken including the resolution contained therein with the original on file in my office and that the same is a true and correct copy of said original as recorded in the minutes of the Town Board meeting dated February 3rd, 2015.*

In witness whereof I have hereunto set my hand and affixed the seal of the Town of Shandaken of Ulster County, New York this 4th day of February 2015

 Joyce Grant – Town Clerk