

Town of Ulster

8/1/2015

AUGUST ABSTRACT

PREPAID BILLS 8/15PP		ABSTRACT BILLS 8/15AB		ESCROW - 8/15E	RESERVE - 8/15R	FUND TOTAL
General Fund	\$ 272,727.18	General Fund	\$ 152,576.99		\$ 4,922.77	\$ 430,226.94
Highway Fund	31,836.39	Highway Fund	186,566.12			218,402.51
Ulster Water Fund	15,990.22	Ulster Water Fund	22,199.02			38,189.24
Halcyon Water Fund	182.90	Halcyon Water Fund	4,362.53			4,545.43
Spring Lake Water Fund	149.06	Spring Lake Water Fund	178.90			327.96
Bright Acres Water Fund	130.19	Bright Acres Water Fund	1,095.69			1,225.88
Cherry Hill Water Fund		Cherry Hill Water Fund	15.00			15.00
Glenerie Water Fund	55,310.69	Glenerie Water Fund	102.44			55,413.13
East Kingston Water Fund		East Kingston Water Fund	210.94			210.94
Whittier Sewer Fund	597.84	Whittier Sewer Fund	1,453.18			2,051.02
Ulster Sewer Fund	22,301.43	Ulster Sewer Fund	35,256.58			57,558.01
Washington Ave Sewer Fund	101.96	Washington Ave Sewer Fund	11.13			113.09
Special District Library		Special District Library				-
Eddyville Fire Protec. Dist.		Eddyville Fire Protec. Dist.				-
Eddyville FDP - LOSAP		Eddyville FDP - LOSAP				-
Albany Ave. Lighting District		Albany Ave. Lighting District	1,813.49			1,813.49
E.K. Lighting District		E.K. Lighting District	571.14			571.14
Kraus Farm Lighting District		Kraus Farm Lighting District	721.43			721.43
Spring Lake Lighting District		Spring Lake Lighting District	168.03			168.03
Elmendorf Lighting District		Elmendorf Lighting District	223.05			223.05
Whittier Lighting District		Whittier Lighting District	410.12			410.12
Brigham Ln. Water C.P.		Brigham Ln. Water C.P.				-
Whittier Sewer C.P.		Whittier Sewer C.P.				-
Trust & Agency		Trust & Agency		5,995.00		5,995.00
E. King. Fire Protec.		E. King. Fire Protec.				-
Ulster Fire Dist. #1		Ulster Fire Dist. #1				-
Ulster Fire Dist. #5 Bond		Ulster Fire Dist. #5 Bond				-
GRAND TOTAL	\$ 399,327.86		\$ 407,935.78	\$ 5,995.00	\$ 4,922.77	\$ 818,181.41

August 2015
Budget Modifications

August 20, 2015

General Fund:

Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) electric - Orlando St. Ballfield	358.69
Modify Revenue A1288 (Impound Fees-Police) and Appropriation A3120.431 (Detective Line) impound fee paid by Annie Wellington - reimb. For bill paid to Stage One by police dept.	250.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Football League) Greg Maisch- mileage reimb-Jan.-July 26th	556.37
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Football League) K&K Insurance Group-liability & equipment floater-Ftbl League	1,933.75
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Rec.Equip.Rsrv) fabric-Spinnenweber PFV LLC - Rail Trail Project	990.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Rec.Equip.Rsrv) shale-Eastern Material LLC - Rail Trail Project	3,245.17
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Rec.Equip.Rsrv) bank run gravel-Duke's Pit - Rail Trail Project	120.00
Modify Revenue A2650 (Sale of Scrap & Excess Material) and Appropriation A3120.431 (Detective Division) sale of alum.wheels & auto hulks to Millens Metal Recycling of Kng - Case #483-14 re-paying town for tow paid to Cars Plus	171.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) electric - Orlando St. Ballfield	385.15
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Softball League) rakes,shovels,hose nozzle - Herzog Supply	82.45
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Fund Bal.-Ftbl League) memberships & certifications - USA Football	100.00

August 2015
Budget Modifications

August 20, 2015

General Fund:	Modify Revenue A2665 (Sale of Equipment) and Appropriation A3120.201 (Police Vehs. & Prep.) sale of 2005 Chevy Impala & 2008 Dodge Charger-Police Vehicles - Auctions International	4,825.00
Highway Fund:		
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) June Gas Reimb. (Ruby Fire Dept.)	302.77
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) June Gas Reimb. (Ulster Hose #1-Spring Lake Fire Dept.)	120.93
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) June Gas Reimb. (East Kingston Vol. Fire Co.)	249.48
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) June Gas Reimb. (Town of Kingston Hwy. Dept.)	400.25
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5142.420 (Gas & Oil) March Gas Reimb. (Town of Esopus Hwy. Dept.)	54.41
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) April-May Gas Reimb. (Town of Esopus Hwy. Dept.)	1,034.76
	Modify Revenue D1289 (Oth.Dept.Income) and Appropriation D5110.420 (Gas & Oil) July Gas Reimb. (Ruby Fire Dept.)	189.71

August 2015 Budget Modifications

Aug. 20, 2015

GENERAL FUND:	Transfer From	Transfer To	
	A.110.400 Court Steno.	A1110.402 Off.Equip.&Computer	592.00
	A1220.400 Contract.Expns.	A1220.403 Office Supplies	200.00
	A7110.102 Parks/Grnds.Wages	A7110.426 Repairs,Constr.	14,760.00

BRIGHT ACRES WTR.	Transfer From	Transfer To	
	SW4.8320.409 Rep.&Suppl.	SW4.8320.454 Maint.	160.00
	SW4.8320.409 Rep.&Suppl.	SW4.8320.250 Meters&Hydrants	24.00

ULSTER SEWER:	Transfer From	Transfer To	
	SS2.8130.401 Flow Monitoring	SS2.8130.422 Equip. Maint.	10,000.00

7:10 pm – Local Law No. ____ 2015, a Local
Law providing for the Adoption of a New
Section 22 of Chapter 105 of the Town Code
(Code of Ethics)

Resolution of the Town Board

TOWN OF ULSTER

Resolution Authorizing Adoption by the Town Board of the Town of Ulster of Local Law No. ____ of 2015 - A Local Law Providing for the Adoption of a New Chapter 22 of the Town Code [Code of Ethics of the Town of Ulster]

Date: _____, 2015

WHEREAS, Article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest, and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city (other than the City of New York), town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them, and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics, and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable, and

WHEREAS, the current Town of Ulster Code of Ethics was adopted in 1970 and said Code needs to be revised and updated, and

WHEREAS, the Town Board of the Town of Ulster scheduled a public hearing to be held by said Governing Body on _____, 2015. at the Town Hall to hear all interested parties on a proposed Local Law entitled Local Law No. ____ of 2015 - A Local Law Providing for the Adoption of a New Chapter 22 of the Town Code; and

WHEREAS, notice of said public hearing was duly advertised in the Daily Freeman, the official newspaper of said Town of Ulster, and

WHEREAS, said public hearing was duly held on _____, 2015 at ____p.m. at the Town Hall, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof, and

WHEREAS, pursuant to part 622 of the implementing regulations pertaining to article 8 State Environmental Quality Review Act (SEQRA) it has been determined by the Town Board of the Town of Ulster that adoption of said proposed Local Law would not have a significant effect upon the environment and could be processed by other applicable governmental agencies without further regard to SEQRA, and

WHEREAS, the Town Board of the Town of Ulster after due deliberation, finds it in the best interest of said Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Ulster hereby adopts said Local Law No. ____ of 2015 - A Local Law Providing for the Adoption of a New Chapter 22 of the Town Code a copy of which is attached hereto and made a part of this resolution, and be it further

RESOLVED, that the Town Clerk be and he hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Ulster, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

TOWN OF ULSTER

Local Law No. _____ of 2015

A Local Law Providing for the Adoption of a New Chapter 22 of the Town Code

Be it enacted by the Town Board of the Town of Ulster as follows:

Section I. Repeal of Current Chapter 22 of the Town Code

The current provisions of Chapter 22 of the Code of the Town of Ulster are hereby repealed.

Section II. A new Chapter 22 is hereby enacted as appears in Schedule "A" attached hereto.

Section III. Severability

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered, and such invalidity shall not be deemed to affect the remaining portions thereof.

Section IV. Effective Date

This Local Law shall be effective as provided by law, upon filing and acceptance by the New York State Secretary of State.

SCHEDULE "A"

§ 22-1. Title.

This chapter shall be known and may be cited as the "Town of Ulster Disclosure and Ethics Law."

§ 22-2. Purpose.

The purpose of this chapter is to establish minimum standards of conduct for the Town of Ulster officials, officers and employees and those who seek or obtain a direct or indirect pecuniary or material benefit from the Town of Ulster to help ensure that the business of Town government is free from improper influence that may result from opportunities for private gain. At the same time, it is recognized that public service cannot require a complete divesting of all proprietary interest nor impose intrusive disclosure requirements if the Town government is to attract and retain competent administrators and employees. Although the assurance of ethical conduct will continue to rest primarily upon the personal integrity of the officials, officers and employees themselves and upon the commitment of the elected and appointed members of Town government, the establishment of the standards set forth in this chapter is an additional step toward providing the highest caliber of public administration for the Town of Ulster and increased confidence in Town government. By requiring public disclosure of financial interests that may influence or be perceived to influence the actions of Town government, this chapter is intended to facilitate consideration of potential problems before they arise, to minimize unwarranted suspicion and to enhance the accountability of the Town government to the people.

§ 22-3. Definitions.

When used in this chapter and unless otherwise expressly stated, the following terms shall have the meanings indicated:

BUSINESS DEALING

A.

Having or providing any contract, service or benefit to or for the Town.

B.

Buying, selling, renting, leasing or otherwise acquiring from or dispensing to the Town any goods, services or property.

C.

Applying for, petitioning, requesting or obtaining any approval, grant, license, permit or other privilege from the Town government.

CONFIDENTIAL INFORMATION ACQUIRED IN THE COURSE OF HIS OR HER OFFICIAL DUTIES

Knowledge or information imparted or made available to a Town officer or employee while in the conduct of Town duties, which knowledge or information is not generally public.

FAMILY MEMBER

A spouse, child, brother, sister or dependent.

MINISTERIAL ACT

An action performed in a prescribed manner imposed by law without the exercise of judgment or discretion as to the propriety of the action.

OFFICE IN A POLITICAL PARTY ORGANIZATION

The Chairman, Vice Chairman, Secretary or Treasurer or any other elected or appointed office holder of a political party organization, and shall not include committee members of either a political party or a political organization who are not otherwise officers thereof.

PERSON

Includes natural persons, corporations, partnerships, unincorporated associations and all other entities.

RELATED PERSON

A.

A family member.

B.

Any partnership or unincorporated association of which the Town officer or employee is a member or employee or in which he or she has a proprietary interest.

C.

Any corporation of which the Town officer or employee is an officer, director or employee or of which he or she legally or beneficially owns or controls more than 5% of the outstanding stock.

D.

Any person from whom the Town officer or employee or his or her spouse has received within the previous twelve-month period a pecuniary or material benefit having an aggregate value greater than \$2,000 or to whom a Town officer or his or her spouse is indebted to in an amount of \$2,000 or greater.

SOLICIT

To make a specific request of a person not otherwise disposed to be a recipient of such request.

TOWN

The Town of Ulster governmental and administrative operations, including officials, officers and employees of the Town of Ulster who act under the auspices of the Town of Ulster or on its behalf.

TOWN CLERK

The Clerk of the Town of Ulster pursuant to § 30 of the New York State Town Law.

TOWN OFFICER OR EMPLOYEE

Any officer or employee of the Town including Town officials, whether paid or unpaid. No person shall be deemed to be a "Town officer or employee" solely by reason of being a volunteer fireman or civil defense volunteer.

TOWN OFFICIAL

A.

The Town Supervisor, Deputy Town Supervisor, Town Superintendent of Highways, Deputy Superintendent of Highways, Town Clerk, Deputy Town Clerk, and Town Assessor.

B.

Any person designated by New York State Town Law or the Town Code of the Town of Ulster or by Town resolution as the head of a department or bureau of the Town.

C.

Any person who has the authority to approve, authorize or audit any grant, permit, license, application or other privilege or any purchase, sale, rental or lease of goods, services or property on behalf of the Town.

D.

Any elected or appointed member of the Town Board, Planning Board, Zoning Board of Appeals, and any other Town board, commission or committee hereinafter created, the authority of which includes approval, authorization or audit of any grant, application or other privilege or of any purchase, sale, rental or lease of goods, services or property on behalf of the Town, but "Town official" does not include a Judge, Justice, officer or employee of the unified court system, or any member of an ad hoc or temporary board, committee or body not set forth otherwise hereinabove and which is designated by the Town Board to provide advisory services to the Town.

VENDOR

Any person or entity that sells or provides to the Town any property, goods or services, whether on a regular basis or pursuant to periodic agreement, and does not include a Town Officer or other employee.

§ 22-4. Prohibited activities.

A.

No Town official, officer or employee shall:

(1)

Directly or indirectly, solicit any gift or accept or receive money or any gift or gifts having a cumulative value of \$75 or more over the course of one year, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, in the performance of his official duties, including the offering or accepting of any financial transaction on terms not available to the general public, except professional fees or salaries for services rendered from any persons, other than a spouse, who, to the recipient's knowledge, is considering, has pending or within the previous 12 months has had any business dealings with the Town that requires any negotiation, approval, recommendation, authorization, audit or other action, other than a ministerial action, by the Town officer or employee, either individually or as a member of any board, commission, committee or department. For purposes of this Subsection A(1), a campaign contribution shall not be deemed a gift. Town officers and employees shall

register with the Clerk's office each free meal or similar function provided to them under the circumstances described above.

(2)

Act as attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the Town.

(3)

Appear as attorney, agent, broker, employee, consultant or representative against the interest of the Town in any matter in which the Town is a party.

(4)

Take or refrain from taking any action or agree to take or refrain from taking any action or induce or attempt to induce any other Town officer or employee to take or refrain from taking any action on any matter before the Town in order to obtain a pecuniary or material benefit for himself or herself or a related person.

(5)

Appear before the Town, except on behalf of the Town or on his or her own behalf. This Subsection A(5) shall not prohibit any Town officer or employee from appearing without compensation before any Town agency, board, committee, commission or department solely on behalf of his or her constituents or in connection with his or her official duties.

(6)

Solicit participation of any nonelected officer or employee of the Town in an election campaign or solicit payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization, or election campaign.

(7)

Solicit participation in an election campaign or solicit payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization or election campaign from any person who, to the knowledge of the Town officer or employee, has or within the previous 12 months has had any business dealing with the Town.

(8)

Hold any office in a political party or political party organization. In addition, no person who holds any office in a political party or political party organization shall be permitted to serve as an appointed Town official. If an office in a political party or political party organization was held by a person during the past 24 months, then that person shall not be permitted to serve as an appointed Town official. The foregoing prohibition shall not affect any present Town officer, employee or official from continuing in his or her present capacity as a Town officer, employee or official, provided that said Town officer, employee or official does not hold any office in a political party or political party organization as of the effective date of this subsection.

(9)

Except as compelled by law, disclose any confidential information acquired in the course of his or her official duties or use any confidential information acquired in the course of his or her official duties to advance the financial or other private interest of himself or herself or any other person.

(10)

During his or her term of office or employment with the Town, solicit, negotiate for or accept any employment from which he or she would be disqualified under Subsection A(13) of this section.

(11)

Knowingly violate the Town's policies and procedures for procurement.

(12)

Personal use of equipment; surplus items.

(a)

Utilize Town equipment for personal use contrary to Town or department policy.

(b)

Bid on, purchase or seek to purchase any items of surplus that are put out to bid by the Town or any of its departments.

(13)

Further, no Town Board member shall:

(a)

Communicate with the Town or any board of the Town on behalf of another person or entity, for compensation of any type, for the twenty-four-month period after termination of his or her term of office or employment.

(b)

For the sixty-month period after termination of his or her term of office or employment with the Town, appear on behalf of another person or entity before the Town, or any department or board of the Town, in relation to any matter upon which he or she personally and substantially took any such action, other than a ministerial action, during his or her term of office or employment with the Town or receive compensation for any services rendered on behalf of any person other than the Town in relation to any matter upon which he or she personally and substantially took any such action, other than a ministerial action, during his or her term of office or employment with the Town. Nothing in this chapter is intended to prevent former board members from volunteering time or expertise to the Town, on behalf of the Town.

(c)

Nepotism: The Immediate family members of Town Board members shall not be employed by the Town in full-time, year-round positions. For purposes of the section, "immediate family members" shall include spouses, children, parents, brothers and sisters.

(14)

No Town Attorney shall appear before any board of the Town, as an attorney or consultant for another person or entity besides himself or herself, for a period of 24 months after the termination of his or her term of office or employment or represent any party or entity besides himself or herself in an adversary proceeding against the Town or any Town official or board of the Town for a period of 24 months after the termination of his term of office or employment with the Town.

B.

No partnership or unincorporated association or corporation of which a Town official is a member, employee or agent or in which he or she has a proprietary interest nor any corporation of which he or she is an officer or director or of which he or she legally or beneficially owns or controls more than 5% of the outstanding stock shall appear before the Town on behalf of any person other than the Town or itself.

C.

Nothing in this section shall be construed to prohibit a Town officer or employee or any other person from receiving a Town service or benefit or using a Town facility which is generally available to residents or a class of residents in the Town.

D.

Nothing in this chapter shall be construed to prohibit any public officer listed in § 11 of the Domestic Relations Law from accepting any gift or benefit having a value of \$100 or less for the solemnization of a marriage by that public officer at a place other than the Town officer's normal place of business or at a time other than the officer's normal hours of business.

E.

Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act.

F.

Any contract entered into by or with the Town, which contract results in or from a violation of any provision of this chapter, shall be null and void and unenforceable, unless the Town has obtained a waiver of that provision from the State of New York.

G.

A person who knowingly violates any provision of this section shall be guilty of a violation.

§ 22-5. Transactional disclosure.

A.

Whenever a Town officer or employee is requested or required to take any action on a matter before the Town and, to his or her knowledge, the performance of that action would provide a pecuniary or material benefit either to the Town officer or employee or to any related person, the Town officer or employee shall not participate in any manner whatsoever in that matter. The Town officer or employee shall file promptly with his or her immediate superior, if any, and with the Town Clerk a statement disclosing the nature and extent of that interest and attesting to the accuracy of the statement.

B.

Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act or to require a Town officer or employee to

file a disclosure statement pursuant to Subsection A prior to performing any ministerial act.

C.

Nothing in this section shall be construed to prohibit a Town officer or employee from taking any action that would otherwise be prohibited by Subsection A if this action has general application to all residents or class of residents of the Town.

D.

Any person who knowingly violates this section shall be guilty of a violation.

§ 22-6. Annual financial disclosure.

A.

All Town officials and each member of the Town Ethics Board shall file with the Town Clerk a financial disclosure statement within 30 days after taking office and no later than April 30 of each year thereafter.

B.

Matters to be disclosed by all Town officials on the disclosure forms shall include:

(1)

The official's home address and the location of any real property within the Town in which the Town official or spouse has an ownership or other financial interest.

(2)

The name of any partnership, unincorporated association or other unincorporated business of which the Town official or spouse is an officer, employee or partner or in which the Town official or spouse has a proprietary interest, and the spouse's position, if any, with the partnership, association or business, if any such entity has engaged within the past 12 months or which is anticipated to have any business dealings with the Town.

(3)

The name of any corporation of which the Town official or spouse is an officer, director or employee or of which he or she or his or her spouse or of which the Town official or spouse legally or beneficially owns or controls more than 5% of the outstanding stock, and any such entity that he or she has engaged within the past 12 months or which he or she is anticipated

to have any business dealings with the Town, and the Town official's and spouse's position, if any, with the corporation.

(4)

The name of any persons from whom the Town official or his or her spouse has derived during the previous calendar year and any income whereby such income was derived from business dealings with the Town.

C.

A person who knowingly violates any provision of this section shall be guilty of a violation.

§ 22-7. Maintenance of disclosure statements.

Transactional disclosure statements filed pursuant to § 22-5 and financial disclosure statements filed pursuant to § 22-6 shall be public records and shall be indexed and maintained on file in an appropriate manner by the Town Clerk. The Town Clerk shall promptly transmit a copy of all statements to the Town's Ethics Board. The Town Clerk shall retain disclosure statements in his or her files for not less than seven years from the date of filing.

§ 22-8. List of officials; verification of filing.

A.

On or before March 10 of each year, the Town Supervisor shall cause to be filed with the Town Clerk and with the Town Ethics Board a list of the names and offices or positions of all Town officials and notify all Town officials of the financial disclosure requirements of § 22-6.

B.

On or before May 15 of each year, the Town Supervisor shall verify that every Town official has filed his or her financial disclosure statement.

C.

Failure of the Town Supervisor to comply with this section shall not relieve any Town official of his or her duty to file an annual disclosure statement pursuant to § 22-6.

§ 22-9. Disclosure by applicants.

A.

Information to be included.

(1)

Any person who submits to the Town a written application, petition or other request or a written bid or submission or at the time of retaining shall include therein at said time the following:

(a)

The name of any Town officer or employee to whom the applicant has contributed at least \$100 or more during the previous 60 months; and

(b)

The name of any Town officer or employee who, to the applicant's knowledge, has an interest in the submission and is required, either individually or as a member of any board, committee or department, to negotiate, approve, recommend, authorize, audit or take any other action, other than a ministerial act, on the submission.

(2)

The applicant also shall identify in the submission the nature of the interest. This section shall apply only to those applications which require approval by the Planning Board, Town Board and/or Zoning Board of Appeals.

B.

For the purpose of this section, a Town officer or employee shall be deemed to have an interest in the submission or in the applicant when the Town officer or employee or his or her spouse:

- (1) Is the applicant.
- (2) Is a family member of the applicant.
- (3) Is an officer, director, partner, member or employee of the applicant.
- (4) Legally or beneficially owns or controls more than 5% of the outstanding stock of the applicant.
- (5) Will receive, pursuant to an agreement between the applicant and any person, a pecuniary or material benefit if the Town's disposition of the submission is favorable to the applicant.

§ 22-10. Inducement of offenses.

It shall be a violation of this chapter for any Town official, employee or appointee covered by this chapter to intentionally or knowingly:

A. Solicit, request, command, importune, aid, induce or cause another covered employee or appointee covered by this chapter to engage in conduct that violates any provision of this Chapter 22.

B. Agree with one or more persons to engage in conduct that violates any provision of this Chapter 22.

§ 22-11. Penalties for offenses.

A.

Debarment.

(1)

Any person convicted of a violation under this chapter shall be prohibited, for a period of three years after the date of the conviction, from entering into any contract with the Town.

(2)

Nothing in this section shall be construed to prohibit any person from receiving a service or benefit or using a facility which is generally available to the public.

(3)

A person who knowingly violates any provision of this subsection shall be guilty of a violation.

B.

Additional penalties.

(1)

Any Town official, officer or employee who knowingly engages in any action that violates any provision of this chapter may be warned or reprimanded or suspended or removed from office or employment by the appointing person or body authorized by the Town Board. A warning, reprimand, suspension or removal may be imposed in addition to any other penalty contained in this chapter or in any other provision of law. Any warning or reprimand shall be in writing and shall become a permanent part of the violator's personnel file.

(2)

Any Town official, officer or employee who knowingly violates any provision of this chapter shall be liable in damages to the Town for any losses or increased costs incurred by the Town as a result of the violation. Such damages may be imposed in addition to any other penalty contained in this chapter [other than a civil forfeiture pursuant to Subsection B(3)] or in any other provision of law.

(3)

Any Town official, officer or employee who has knowingly or intentionally violated any provision of this chapter shall be subject to a civil forfeiture to the Town of a sum equal to three times the value of any financial benefit he or she received as a result of the conduct that constituted the violation. A civil forfeiture may be imposed in addition to any other penalty contained in this chapter [other than a civil fine pursuant to

Subsection B(2) or damages pursuant to Subsection B(2) hereof] or in any other provision of law.

(4)

Any Town official, officer or employee found to have willfully committed a material violation under this chapter or to have committed a substantial violation after having been previously disciplined for previous violation(s) shall forfeit his or her Town office or employment in the manner provided by law.

§ 22-12. Biannual training.

All Town Board members, department heads, bureau directors, Town employees and all agents authorized to approve procurement under the Town's procurement policy and procedures, as well as the members of the Planning Board and the Zoning Board of Appeals, shall complete a training seminar that shall be provided at the direction of the Town Board, in conjunction with the Town Ethics Board, and shall be designed to review the standards contained in this Chapter 22, the standards and requirements contained in General Municipal Law § 801 et seq., as well as the Town's procurement guidelines. Training seminars to be provided by qualified professionals proficient in municipal ethics and shall be designed to keep training recipients knowledgeable of current standards and issues in municipal ethics. Such training shall be made available each year and shall be provided so as to be reasonably available as required. The requirement may be fulfilled on a biannual basis by covered individuals. Scheduling and records documenting compliance with this section shall be performed and maintained by the Secretary to the Town Ethics Board. The Town Board may expand or adjust the categories of employees subject to the training requirements of this § 22-12 by resolution, based on feedback from the program and from the Town Ethics Board.

§ 22-13. Ethics Board.

A. The Town Board herein establishes an Ethics Board and shall on a year-to-year basis appropriate adequate funds for said Board's operation.

B. There shall be five members of the Ethics Board initially serving three three-year terms and two two-year terms. Subsequently, each member shall be appointed for a three-year term.

C. The Ethics Board shall select its own Chairman for a one-year term.

D. Not more than three members of the Board shall be members of the same political party.

E. The Ethics Board members shall be appointed by unanimous consent of the Town Board.

F. Upon the establishment of the Town Ethics Board or, thereafter, within 90 days after the expiration of a term or the occurrence of a vacancy, the Town Board shall make the appointment or fill the vacancy, as the case may be.

G. In the event the Town Board is unable to fill vacancies as set forth hereinabove, then, in such case, the County Board of Ethics shall select the individuals to fill any vacancies.

H. The Town Ethics Board shall have the following powers and duties:

(1)

To prescribe and promulgate rules and regulations governing its own internal organization and procedures in a manner not inconsistent with this chapter.

(2)

To elect a Chairman and appoint such staff as is necessary to carry out its duties under this chapter and to delegate authority to the Chairman, if any, to act in the name of the Board between meetings of the Board, provided that the delegation is in writing and the specific powers to be delegated are enumerated, and further provided that the Board shall not delegate the power to conduct hearings, determine violations, recommend disciplinary action, impose any civil fine, refer any matter to a prosecutor or render any advisory opinion. The members of the Town Ethics Board shall meet the following qualification: No officer or employee of the Town shall be eligible to serve as a member. The members shall not hold office in any political party. The members may contribute money to, but not otherwise participate in, any election campaign.

(3)

To review lists of Town officials and disclosure statements pursuant to § 22-8.

(4)

To conduct investigations pursuant to § 22-15.

(5)

To conduct hearings, recommend disciplinary action, assess penalties and initiate appropriate actions and proceedings pursuant to § 22-16.

(6)

To issue advisory opinions pursuant to § 22-22.

(7)

To provide training and education to Town officers and employees on the provisions of the Town Ethics Law.

(8)

To prepare an annual report and recommend changes to the Town Ethics Law.

I. The Ethics Board of the Town may act only with respect to officers and employees of the Town and persons having business dealings with the Town. The termination of a Town officer's or employee's term of office or employment with the Town shall not affect the jurisdiction of the Town Ethics Board with respect to the requirements imposed by this chapter on the former Town officer or employee to the extent permitted by law.

J. The Town Ethics Board may refer any matter within its jurisdiction to the County Ethics Board, or County District Attorney, in its discretion.

§ 22-14. Review of lists and disclosure statements.

A. The Town Ethics Board shall review the lists of Town officials prepared pursuant to § 22-8, hereinabove, to determine whether the lists are complete and accurate. The Board shall add to the list the name of any other Town officer or employee whom the Board determines to be a Town official pursuant to this chapter.

B. The Town Ethics Board shall review all annual financial disclosure statements to determine whether any person required to file such a statement has failed to file it, has filed a deficient statement or has filed a statement that reveals a possible violation of this chapter.

C. The Town Ethics Board shall promptly review every transactional disclosure statement. If the Board determines that the statement is deficient or reveals a possible violation of this chapter, it shall notify the person, in writing, of the deficiency or possible violation and of the penalties for failure to comply with this chapter.

§ 22-15. Investigations of alleged violations.

A. Upon receipt of a form duly sworn to by the person requesting an investigation of an alleged violation of this chapter or upon the Board determining on its own initiative that a violation of this chapter may exist, the Ethics Board shall have the power and duty to conduct any investigation necessary to carry out the provisions of this chapter. In conducting any such investigation, the Board may administer oaths or affirmations, subpoena witnesses and compel their attendance and require the production of any books or records which it may deem relevant and material. The form to be utilized in requesting an investigation of an alleged violation of this chapter shall be the form available in the office of the Town Clerk.

B. Nothing in this section shall be construed to permit the Town Ethics Board to conduct an investigation of any of its members.

C. The Town Ethics Board shall state, in writing, its disposition of every sworn complaint it receives and of every investigation it conducts and shall set forth the

reasons for the disposition. Any findings of violations of this chapter or other applicable law shall be public records and shall be indexed and maintained on file by the Town Clerk.

D.

The Town Ethics Board shall refer to the Ulster County District Attorney's office sworn statements or complaints made to it or any sworn testimony presented before it that, upon investigation, is determined by the Town Ethics Board to be intentionally false. The person offering the false statement shall be liable for civil penalty to any persons harmed by the false statements.

§ 22-16. Recommendation of disciplinary action; assessment of penalties; injunctions; damages.

A. In its discretion and after a hearing held in accordance with Article 3 of the State Administrative Procedure Act and subject to § 75 of the Civil Service Law and any collective bargaining agreement, to the extent applicable, the Town Ethics Board may recommend appropriate disciplinary action which may include a written warning, or reprimand, forfeiture of accrued leave with pay, required attendance at ethics training seminars conducted pursuant to § 22-12, suspension or termination of employment, pursuant to § 22-11B of this chapter, to the appointing authority or person or body authorized by law to impose such sanctions. The Ethics Board shall conduct and complete the hearing with reasonable promptness, and shall not act without notice and opportunity to be heard, and shall observe appropriate due process.

B. In its discretion and after a hearing in accordance with Article 3 of the State Administrative Procedure Act, the Ethics Board, pursuant to § 22-11B of this chapter, may assess a civil fine, not to exceed \$500, upon the Town officer or employee found by the Board to have violated this chapter. The civil fine shall be payable to the Town.

C. The Ethics Board, on behalf of the Town, may sue in the Supreme Court of the State of New York for injunctive relief to enjoin a violation or to compel compliance with the provisions of this chapter.

D. The Ethics Board, on behalf of the Town, may initiate a proceeding in the Supreme Court of the State of New York to obtain a civil forfeiture pursuant to § 22-11B of this chapter. The civil forfeiture shall be payable to the Town.

§ 22-22. Advisory opinions.

Upon the filing of a written request for an advisory opinion of any board, commission, department or individual Town officer or employee, the Town Ethics Board may render written advisory opinions with respect to the interpretation or application of this chapter. To prevent misuse of requests for advisory opinions, each written request for an advisory opinion shall be signed and shall not involve hypothetical situations, but shall detail specific conduct with respect to specific employees and officers. The Ethics

Board reserves the right to reject a request for an advisory opinion for failure to comply with this section or to request supplemental information. The form to be utilized in requesting an advisory opinion from the Ethics Board shall be the form available in the office of the Town Clerk.

§ 22-18. Applicability; other remedies.

A. The provisions of this chapter shall apply, notwithstanding any inconsistent provision of any general, special or local law.

B. No existing right or remedy shall be lost, impaired or affected by reason of this chapter.

C. Nothing in this chapter shall be deemed to bar or prevent the timely filing by a present or former Town officer or employee of any claim, account, demand or suit against the Town on behalf of himself or herself or any member of his or her family arising out of personal injury or property damage or for any lawful benefit authorized or permitted by law.

§ 22-19. Amendments.

Any amendment to this chapter shall be effective only upon a minimum of four votes by the Town Board.

Authorize the Ulster Sewer District to
purchase a 2015 Ford F-150 pickup truck
from Henderson Ford, through NYS OGS
Award #22737 Lot II: Item 15 as equipped,
with price not to exceed \$26,352.34

Supervisor Office

From: Ulster Sewer <ulstersewer@townofulster.org>
Sent: Tuesday, August 18, 2015 2:00 PM
To: James E. Quigley 3rd CPA, Ulster Supervisor
Cc: Eric Kitchen; Rocco Secreto; Peggy King
Subject: Purchase of a new vehicle
Attachments: 2015F150.pdf

Supervisor Quigley,

I am requesting the Town Board Authorization for the Ulster Sewer District to purchase a 2015 Ford F-150 pickup truck to replace the 2000 Chevy S-10. The F-150 has been awarded through NYS OGS to Henderson Ford (Award #22737 LOT II: Item 15) Vehicle Description is as follows (pickup truck, light duty; 4X4, short box, extended cab, FFV) as equipped price not to exceed \$26,352.34 Quote#1913.

Vincent Maggiore
Town of Ulster Sewer District
Assistant Superintendent
Office (845)-336-6727
Fax (845)-336-5039
Cell (845)-532-2225
ulstersewer@townofulster.org

Award 22737 - Light Duty Vehicles Including Law Enforcement (Model Year 2014 or Current Model Year)

Lot I - Miscellaneous Light Duty Vehicles (Single Lot Award)

Item #	Vehicle Type	Item Description	Make/Model	Contract Number	Contractor	Option Discount	2014 MY Price	2015 MY Price	2015 Final Order Date
1	Sedan	Mid-Size	4 Door, FWD, Gasoline	PC66390	Henderson Ford	9.0%	\$16,898.98	\$16,895.71	1/29/2015
3	Van	Cargo	Full Size, 7300lb, RWD, FFV	PC66390	Henderson Ford	10.0%	N/A	\$20,409.42	5/1/2015
4	Van	Full Size, 9500lb, RWD, FFV	Ford Transit 350 LR Van (W2Z)	PC66390	Henderson Ford	10.0%	N/A	\$23,786.39	5/1/2015
5	Van	Cargo	Full Size Extended, RWD, FFV	PC66390	Henderson Ford	10.0%	N/A	\$27,677.48	5/1/2015
6	Van	Passenger	12 Passenger, RWD, FFV	PC66390	Henderson Ford	10.0%	N/A	\$25,946.96	5/1/2015
7	Pickup Truck	Light Duty	4X2, Long Box, Regular Cab, FFV	PC66390	Henderson Ford	8.0%	\$18,353.96	\$19,980.19	N/A
8	Pickup Truck	Light Duty	4X4, Long Box, Regular Cab, FFV	PC66390	Henderson Ford	8.0%	\$20,635.21	\$22,259.40	N/A
9	Pickup Truck	Medium Duty	4X2, Long Box, Regular Cab, FFV	PC66390	Henderson Ford	8.0%	\$19,401.10	\$19,409.25	2/27/2015
10	Pickup Truck	Medium Duty	4X4, Long Box, Regular Cab, FFV	PC66390	Henderson Ford	8.0%	\$21,692.07	\$21,701.38	2/27/2015
11	Pickup Truck	Medium Duty	4X4, Short Box, Crew Cab, FFV	PC66390	Henderson Ford	8.0%	\$22,015.99	\$25,022.19	2/27/2015
12	Pickup Truck	Heavy Duty	4X4, Short Box, Crew Cab, FFV	PC66390	Henderson Ford	8.0%	\$25,706.44	\$25,711.38	2/27/2015
13	Pickup Truck	Heavy Duty	4X4, Long Box, Crew Cab, FFV	PC66390	Henderson Ford	8.0%	\$23,800.39	\$23,806.45	2/27/2015
14	Pickup Truck	Heavy Duty	4X4, Short Box, Crew Cab, Diesel	PC66390	Henderson Ford	8.0%	\$32,404.01	\$32,542.77	2/27/2015
15	Pickup Truck	Heavy Duty	4X4, Long Box, Crew Cab, Diesel	PC66390	Henderson Ford	8.0%	\$32,577.17	\$32,715.93	2/27/2015

Lot II - Miscellaneous Light Duty Vehicles (Individual Item Awards)

Item #	Vehicle Type	Item Description	Make/Model	Contract Number	Contractor	Option Discount	2014 MY Price	2015 MY Price	2015 Final Order Date
1	Sedan	Compact	4 Door, CNG	No Award	No Award	No Award	No Award	No Award	No Award
2	Sedan	Compact	See Award 22739, http://www.ogs.state.ny.us/purchase/spg/awards/405122739CAN.HTM	PC66385	Main Motorcar	6.0%	\$19,934.17	\$20,244.30	4/29/2015
3	SUV	Small	5 Passenger, AWD, Gasoline only	PC66385	Main Motorcar	6.0%	\$26,431.85	\$27,150.98	5/29/2015
4	SUV	Small	See Award 22739, http://www.ogs.state.ny.us/purchase/spg/awards/405122739CAN.HTM	PC66385	Main Motorcar	6.0%	\$19,934.17	\$20,244.30	4/29/2015
5	SUV	Small	5 Passenger, AWD, FFV	PC66385	Main Motorcar	6.0%	\$26,431.85	\$27,150.98	5/29/2015
6	SUV	Small	Jeep Compass, 4dr, FWD, Sport (MKTE49)	PC66385	Main Motorcar	6.0%	\$19,520.24	\$20,297.71	4/29/2015
7	SUV	Mid-Size	6-8 Passenger, AWD, Gasoline only	PC66385	Main Motorcar	6.0%	\$25,752.00	\$26,255.91	3/6/2015
8	SUV	Mid-Size	6-8 Passenger, AWD, FFV	PC66385	Main Motorcar	6.0%	\$26,899.23	\$27,565.63	5/29/2015
9	SUV	Mid-Size	Ford Explorer (K88)	PC66390	Henderson Ford	10.0%	\$26,110.44	\$27,021.91	1/30/2015
10	SUV	Full-Size	Chevrolet Suburban (CK15906)	PC66388	Main Motorcar	8.0%	\$34,643.01	\$37,828.62	4/23/2015
11	Van	Mini-Van	Dodge Grand Caravan (RTN433)	PC66385	Main Motorcar	6.0%	\$21,152.20	\$21,852.79	N/A
12	Van	Passenger	8 Passenger, RWD, FFV	PC66388	Van Bortel Chevrolet	8.0%	\$25,957.00	\$26,246.65	1/29/2015
13	Van	Passenger	15 Passenger, RWD, FFV	PC66388	Van Bortel Chevrolet	11.5%	\$24,657.67	\$26,246.65	1/29/2015
14	Van	Cargo	Chevrolet Express 2500 (CG23406)	PC66390	Henderson Ford	8.0%	\$19,256.61	\$19,377.36	2/27/2015
15	Pickup Truck	Light Duty	4X4, Short Box, Extended Cab, FFV	PC66390	Henderson Ford	10.0%	\$21,515.23	\$21,260.74	N/A
16	Pickup Truck	Medium Duty	4X2, Long Box, Extended Cab, FFV	PC66390	Henderson Ford	9.0%	\$21,401.92	\$21,409.81	2/27/2015
17	Pickup Truck	Medium Duty	4X4, Short Box, Extended Cab, FFV	PC66389	Van Bortel Ford	8.0%	\$23,248.00	\$24,176.62	2/27/2015
18	Pickup Truck	Medium Duty	4X4, Long Box, Extended Cab, FFV	PC66389	Van Bortel Ford	8.0%	\$23,426.00	\$24,361.62	2/27/2015
19	Sedan	Large	4 Door, FWD, FFV	PC66384	Emmeling Chevrolet	11.5%	\$16,209.55	\$17,809.55	2/5/2015

Lot III - Battery Electric and Hybrid Electric Vehicles (Individual Item Awards)

Item #	Vehicle Type	Item Description	Make/Model	Contract Number	Contractor	Option Discount	2014 MY Price	2015 MY Price	2015 Final Order Date
1	Sedan	Compact	4 Door, FWD, Electric	PC66390	Henderson Ford	10.0%	\$31,167.04	\$35,756.62	N/A
2	Sedan	Mid-Size	4 Door, FWD, Electric	No Award	No Award	No Award	No Award	No Award	No Award
3	Sedan	Compact	4 Door, FWD, Hybrid	No Award	No Award	No Award	No Award	No Award	No Award
4	Sedan	Compact	4 Door, FWD, Plug in Hybrid	See Award 22739, http://www.ogs.state.ny.us/purchase/spg/awards/405122739CAN.HTM	No Award	No Award	No Award	No Award	No Award
5	Sedan	Mid-Size	4 Door, FWD, Plug in Hybrid	See Award 22739, http://www.ogs.state.ny.us/purchase/spg/awards/405122739CAN.HTM	No Award	No Award	No Award	No Award	No Award
6	SUV	Mid-Size	6-8 Passenger, AWD, Hybrid	No Award	No Award	No Award	No Award	No Award	No Award

Lot II: Item 15

Vehicle Description	Pickup Truck, Light Duty; 4X4, Short Box, Extended Cab, FFV
Year / Make / Model	2015 Ford F150 (X1E XL)
Contractor	Webster Ford Inc DBA Henderson Ford / MV-1 of Rochester
Unit Price	\$24,260.74
Option Discount	10.00%
DOT Option Package Price	\$1,200.00
Pickup Credit (per vehicle)	\$50.00

Vehicle Base Specifications	
<i>Note: The actual vehicle awarded may exceed the minimum specifications stated below. The Authorized User may elect to add additional Options, delete Options, or substitute a vehicle feature that is an Option with another Option. See Contract Section III.6 Options.</i>	
General	Minimum GVWR (Gross Vehicle Weight Rating) - 6,700 lbs
	Minimum Payload - 1,500 lbs.
Engine	Minimum 8 cylinder, E85 Capable
Transmission	Automatic - Minimum electronic four (4) speed
	Minimum Locking (limited slip), Automatic Locking, or Anti-Spin Rear Differential
Drivetrain	Four (4) wheel drive
	Minimum manual shift transfer case, auto locking hubs
Brakes	Antilock Brake System (ABS)
Tires	Spare - Full size mounted under body
Electrical	Battery: Minimum 600 CCA
Cab Configuration	Extended or Super
Interior Equipment	Air conditioning
	Color - Manufacturer's standard
	Front - 40/20/40 Split-bench
	Safety air bags - Driver and passenger
	Tilt steering
	Minimum Two (2) OEM keys or FOBs
	Low Tire Pressure Warning (TPMS)
Exterior Equipment	Color - Manufacturer's standard
	Variable intermittent front windshield wipers
	Daytime Running Lights (DRL's)
	Front license plate bracket
	Rear step bumper

#Error

#Error

#Error

#Error

Prepared by: Louann Cimino
lcimino@hendersonfamilyford.com

#Error

#Error

Quote # 1913

2015 Ford F150 SUPERCAB 4X4 SHORT BOX, FFV (X1E XL)

YZ - OXFORD WHITE

Prepared for: C045 - C059

Contract # PC66390

Contact Person:

Item # LOT II ITEM 15

Phone:

Created 8/11/15

Email:

Issued 8/14/15

Expires 9/10/15

Factory Options		MSRP	Discount	Net
413	SKID PLATES	\$160.00	10.00%	\$144.00
50S	CRUISE CONTROL	\$225.00	10.00%	\$202.50
53A	TRAILER TOW PACKAGE	\$495.00	10.00%	\$445.50
68P	SNOW PLOW PREP	\$50.00	10.00%	\$45.00
76C	REAR VIEW CAMERA	\$250.00	10.00%	\$225.00
76R	REV SENSING SYSTEM	\$275.00	10.00%	\$247.50
85A	POWER EQUIPMENT GROUP	\$1,170.00	10.00%	\$1,053.00
85H	BACK UP ALARM	\$125.00	10.00%	\$112.50
AG	VINYL 40/20/40 GRAY INTERIOR		0.00%	
DISC	XL BASE DISCOUNT PACKAGE (POWER EQUIPMENT GRP AND TRALER TOW PKG)	(\$426.00)	10.00%	(\$383.40)
Total of Factory Options				\$2,091.60

Estimated Lead Time: TIMELY DELIVERY
IN STOCK; DELIVERY INCLUDED - NO CHARGE

Invoice Price	\$33,043.88
Bid Assistance	\$8,000.00
Additional Discount	\$783.14
Base Price	\$24,260.74
Options Total	\$2,091.60
Price per Vehicle	\$26,352.34

Motion to authorize the Supervisor to sign a
Water Service Agreement with Michael and
Jodee Keller, SBL# 48.9-1-10.100, 5 Oak
Ridge Terrace, Kingston, NY 12401

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT, made as of the _____ day of August, 2015, between the **Town of Ulster, on behalf of itself and the Bright Acres Water District** (hereinafter the “Water District”), a municipal water improvement district in the Town of Ulster, all of which parties maintain offices at Town of Ulster Town Hall, 1 Town Hall Drive Lake Katrine, New York 12449 (the Water District is hereinafter referred to as the “Town”) and **Michael Keller and Jodee Keller** living at 5 Oak Ridge Terrace, Kingston, New York 12401 (hereinafter referred to as the “Owner”).

WITNESSETH:

WHEREAS, Owner owns a parcel of improved real property situated at 5 Oak Ridge Terrace in the Town of Ulster, County of Ulster, State of New York and identified as tax map number Section 48.9, Block 1, Lot 10.100 (the “Property”); and

WHEREAS, the Owner is in need of water service from the Water District; and

WHEREAS, the Property is situated outside the boundaries comprising and serviced by the Water District and, therefore, there is no existing municipal water system to service the Property; and

WHEREAS, Owner desires to receive municipal water service from the Water District and for the Property in exchange for payment of a sum equivalent to the annual benefit assessments and usage charges which are charged by the Water District to the lot constituting the Property; and

WHEREAS, the Town maintains the power to enter into contracts involving the Water District and properties located outside of the Water District for purposes of providing municipal water service and the Town Board has approved the Owner’s request, conditioned upon a

suitable agreement between the parties setting forth the terms and conditions of the Property's use of the water facilities;

NOW, THEREFORE, for good and valuable consideration, the receipt or existence of which is hereby acknowledged, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Water District shall provide municipal water service to the Property for residential purposes with a projected usage of 1,000 gallons per day.

2. The Town has made no prior representations regarding the water service and adequacy of this service to meet the Property's requirements, and the Town makes no such representations or warranties in this Agreement.

3. Owner shall be responsible for all costs, including, but not limited to, the costs of all required permits and approvals, in connecting the Property to the water line of the Water District, and the method and manner of said connections shall be subject to advance approval of the Town's engineer, as well as all local laws and regulations of the Town of Ulster concerning the disturbance of its municipal streets or highways.

4. The Town reserves the right to include Owner's Property in a future water district or water district extension. If the Town Board, acting pursuant to Article 12 of the Town Law, determines to extend the boundaries of an improvement area or district to include the Property, Owner shall execute an irrevocable petition to the effect that the Property can be made a part of any proposed future extension of the Bright Acres Water District or any new water district. If the Owner declines or refuses, such omission shall be deemed a material breach of this Agreement. If the Town Board, pursuant to Article 12A of the Town Law, determines to extend the boundaries of an improvement district or improvement area to include the Property, Owner

will not take any action to oppose the Town Board's actions. Owner's failure to honor this forbearance and waiver shall be deemed a material breach of this Agreement.

6. The Town's engineering, legal and/or administrative costs of the preparation and execution of this Agreement, and any costs associated with obtaining the approval of other local, state or federal agencies as may be necessary to carry out the provisions of this Agreement shall be defrayed out of funds deposited, or to be deposited with the Town, by Owner no later than the making of this Agreement. If the initial deposit is inadequate, Owner shall be responsible to defray actual costs incurred by the Town over and above said deposit. Upon execution of this agreement, Owner shall pay to the Town an escrow deposit of \$250.00.

7. In consideration of the Property's connection to and use of the Water District's water facilities, Owner shall pay the following fees and charges (collectively, the "Fees") to the Water District:

a. A Water Usage Charge at the then prevailing Water district rates, which illustratively are currently \$58.20 for the first 9,000 gallons and \$5.27 per 1,000 gallons thereafter, which shall otherwise be fixed by the Town Board from time to time, based upon metered water consumption. These Fees shall be billed in arrears on a quarterly basis; and

b. A Capital Debt Reduction Fee based on an assessed value formulation applicable to the Water District. Owner shall pay the prevailing periodic charges per assessed value as such charges are calculated and adjusted from time to time by the Water District. The Capital Debt Reduction Fee shall be billed on an annual basis as part of the annual real property tax bill prepared by the County of Ulster for properties in the Town, or said Fee shall be payable annually as may be otherwise arranged for billing by the Town. The Capital Debt Reduction Fee

shall first become due as of the commencement of the year which Owner connects to and uses the Water District water facilities and the Fee shall be prorated to cover use during that year; and

c. A Water tap permit fee in accordance with the current Town of Ulster Fee Schedule; and

d. A Late Payment Fee of twenty percent (20%) per period in the event the Fees have not been paid within thirty (30) days of the payment due date; and

e. In the event that any metering device is found to read incorrectly or is out of service, the Water district shall bill Owner for each day the meter is not functioning at the average daily consumption rate as determined by the records for the previous four quarters actually billed by the Water district. If four quarters of data are not available, the calculation will employ all of the data that is available. The charge shall be added to the regular billing to Owner.

8. Owner's usage of the Water district's water system shall be governed by all prevailing rules and regulations established by the Town.

9. In the event Owner fails to pay the Fees or otherwise fulfill its obligations under this Agreement, the Town may exercise the following options in its discretion:

a. Charging any unpaid Fees relating to the Property or any particular lot against the Property by adding that charge to and making it part of the next annual property tax assessment roll of the Town, and such charges shall be levied and collected at the same time and in the same manner as Town-assessed real property taxes; and

b. Recovery by action venued in a court of appropriate jurisdiction, and Owner shall be responsible for the reasonable and necessary attorney's fees expended by the Town in prosecuting such action.

10. As provided by New York State General Municipal Law, the Term of this Agreement shall be for a period of forty (40) years beginning on the date of the execution hereof. Five years prior to the expiration of this Agreement, each party shall notify the other of its desire and intent to negotiate a new agreement for water service. If both parties desire to continue such service, then the Parties will make reasonable efforts to negotiate a new Agreement for such service.

11. This Agreement is intended to benefit and to bind Owner and any subsequent owner of the Property or any portion of the Property. This Agreement is binding upon the heirs, successors and assigns of Owner, and it shall run with the land comprising the Property, and the parties shall record this Agreement with the Ulster County Clerk, indexed to the Property, at Owner's expense.

12. MISCELLANEOUS MATTERS

(a) Nothing in this Agreement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Agreement. Each party represents that it is entering into this transaction as a principal for its own account and not as an agent for any other party.

(b) This agreement is deemed to be a contract entered into and shall be interpreted under the laws of the State of New York, except the provisions thereof pertaining to the conflict of laws.

(c) Each party will, at any time and from time to time, at the request of the other party, make, execute, acknowledge and deliver, or cause to be done, all such further acts, deeds, or other documents as may reasonably be necessary or appropriate to complete the transactions contemplated by this Agreement.

(d) This Agreement, together with the terms and conditions in effect from time to time, constitutes the entire agreement of the parties as to the subject matter hereof, supersedes all prior understandings (whether written or oral) and may not be amended or modified except by a written document signed by both parties and stating that it is intended to amend this Agreement.

(e) Each party represents to the other party that it has the power and authority to execute, deliver and perform this Agreement, that all actions necessary to authorize the execution, delivery and performance of this Agreement have been duly taken, that it has duly executed and delivered this Agreement, and that this Agreement is legal, valid and binding on it, and enforceable against it, in accordance with its terms.

(f) This Agreement and the right, duties and obligations contained herein shall be solely for the benefit of the parties hereto and their permitted assignees and transferees, and no third party, customer, resident, Owner or other user or prospective user of water service within the service area of the District or otherwise, shall have any rights hereunder as a third-party beneficiary, or otherwise.

(g) The parties understand that the Supreme Court of the State of New York, in and for Ulster County, shall have exclusive jurisdiction of any disputes arising therefrom and that all disputes shall be tried before the Court without a jury.

(h) All notices and written communications between the parties concerning this Agreement, except the Town's invoices and Owner's remittances, shall be deemed to have been delivered upon receipt or refusal of delivery to the following address:

If to the Town:	Town of Ulster Supervisor
	Town of Ulster Town Hall
	1 Town Hall Drive
	Lake Katrine, New York 12449

If to Owner:

Michael Keller
Jodee Keller
5 Oak Ridge Terrace
Kingston, New York 12401

Either party may change the address to which notice is to be sent by like notice. In the event of transfer by Owner of the Property, Owner shall notify the Town of such transfer within ten days of the transfer and supply the Town with the name and mailing address of the transferee. Any successor elected official shall be deemed to have been changed as to this notice provision by virtue of his or her assumption of that office.

(i) This Agreement may only be amended by a written agreement of the Town and Owner. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

(j) The failure of the Town or Owner to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights or benefits granted hereunder or the future performance of any such term, covenant or condition.

(k) This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Signatures Continued Next Page

Michael Keller

Jodee Keller

TOWN OF ULSTER
Bright Acres Water District

By: _____
Name: Hon. James E. Quigley, 3rd
Title: Supervisor

Resolution granting Conditional Site Plan
Approval to Hubband Holdings, LLC dba
Star Gas products for 867 Flatbush Road,
Kingston, N.Y. SBL # 48.012-2-2& 9.1

**RESOLUTION
TOWN OF ULSTER TOWN BOARD**

**Star Gas Products, Inc.
Conditional Site Plan Approval
867 Flatbush Road (N.Y.S Route 32)
S-B-L: 48.012-2-2 & 9.1**

WHEREAS, the applicant – *Hubband Holdings, LLC dba Star Gas Products, Inc.* – submitted an application seeking concurrent Lot Line Adjustment approval to combine two lots and Site Plan approval to construct a 5,000 square-foot (sf) steel office building (with a 2-bay garage/storage area) on the subject site, which is located at 867 Flatbush Road (NYS Route 32) and Ulster Landing Road; and

WHEREAS, the application materials in support of the Proposed Action includes:

- *Project Narrative* prepared by Michael F. Vetere, Jr. LS dated July 7, 2015;
- *Site Plan Application* prepared by Richard Muellerleile dated July 7, 2015;
- *Site Plan Consent Form* by Richard Muellerleile – Property Owner – dated July 7, 2015;
- *SEQR Short EAF* prepared by Michael F. Vetere, Jr. LS dated July 7, 2015;
- *Map of Lot Line Deletion* prepared by Michael F. Vetere, Jr. LS dated July 7, 2015;
- *Proposed Site Plan* prepared by Christopher R. DiChiaro, P.E., dated August 6, 2015;
- *Access Road & Erosion Control Plan* by Christopher R. DiChiaro, P.E., dated 8/6/15; and
- *Proposed Site Plan* prepared by Christopher R. DiChiaro, P.E., dated August 6, 2015.

WHEREAS, the Town of Ulster Planning Board as Lead Agency for this *Unlisted Action-Coordinated Review* issued a SEQR Negative Declaration and granted Lot Line Adjustment approval to combine Tax Map Lots S-B-L: 48.012-2-2 & 9.1; and

WHEREAS, pursuant to Section 161-9 of the Town Code, the Town Board has the authority to approve the Site Plan application, upon a favorable recommendation from the Town of Ulster Planning Board, since more than 2,500 SF of new gross floor area is proposed with this application; and

WHEREAS, other Involved Agencies include: the Ulster County Department of Health (Approval of Septic System), NYSDEC (General Permit for Construction Activities, SWPPP and SPDES Permit); and Ulster County DPW for road access; and

WHEREAS, the Proposed Action was referred to the Ulster County Planning Board by the Town of Ulster Planning Board pursuant to Section 239 l and m of NYS General Municipal Law and written comments from the UCPB were received that included *required modifications*; and

WHEREAS, upon review of the UCPB required modifications, the Town of Ulster Town Board found two of the required modifications were satisfied through revisions to the applicant's plan set and the remaining two (i.e. UCHD approval of septic design and UCDPW approval of modified site access) should be treated as conditions of the Site Plan approval; and

WHEREAS, the Town's consulting engineer's Brinnier & Larios have reviewed the plan set and asked for some minor revisions, but recommended acceptance of the *Access Road & Erosion Control Plan*; and

WHEREAS, the Town Board considered of 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 UCPB determined the materials they received to review did not constitute a "*full statement*" and has asked the Proposed Action be referred back to the UCPB upon submission of a complete application; and

WHEREAS, the Town of Ulster Planning Board has referred this matter to the Town Board with a recommendation of referral this matter back to the UCPB and granting Conditional Site Plan approval.

NOW THEREFORE BE IT RESOLVED the Town Board – upon receipt of the additional application materials as requested by the UCPB, hereby find the Site Plan application complete and refers this matter back to the Ulster County Planning Board; and

FURTHER BE IT RESOLVED, the Town of Ulster Town Board hereby grants Conditional Site Plan approval on the above referenced site 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. Submission of revised Plan Set to address technical revisions requested by the Town's consulting engineer's Brinnier & Larios;
5. Approval of the septic design by the UCHD and approval of site access modifications by the Ulster County DPW;
6. *There are no required modifications or a recommendation for disapproval by the Ulster County Planning Board, which would be unacceptable to the applicant and thereby require the applicant to reappear before the Town Board;*
7. 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
8. All fees, including consultant fees, shall be paid.

Motioned by: _____

Seconded by: _____

All in Favor:

All Opposed:

James E. Quigley, III, Supervisor

Eric Kitchen, Deputy Supervisor

Joel Brink, Councilman

John Morrow, Councilman

Rocco Secreto, Councilwoman

Date: _____

Presentation of Local Law No. ____ of 2015,
a Local Law Providing for the Adoption of
an Animal Husbandry Law for the Town of
Ulster

TOWN OF ULSTER

Local Law No. _____ of 2015

A Local Law Providing for the Adoption of an Animal Husbandry Law for the Town of Ulster

Be it enacted by the Town Board of the Town of Ulster as follows:

Section I. Article XVII of Chapter 190 of the Town Code is hereby enacted as appears in Schedule "A" attached hereto.

Section II. Severability

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered, and such invalidity shall not be deemed to affect the remaining portions thereof.

Section III. Effective Date

This Local Law shall be effective as provided by law, upon filing and acceptance by the New York State Secretary of State.

SCHEDULE "A"

Article XVI – Animal Husbandry

Section 190-70.

- A. "Animal husbandry" is hereby defined as the keeping, grazing, feeding, and care of animals shall be permitted as a use permitted by right with site plan review on improved lots pursuant to the Schedule of District Regulations.
- B. This Article of the Town Code will restrict the keeping of horses, farm animals and fowl in the Town's R-10 and R-30 residential zoning districts only. This Article does not apply to active farmland and agricultural operations.
- C. The following are exempted from regulation under this Article, are permitted by right, and do not require a permit:
 - (1) The keeping of customary household pets; (Dogs & Cats)
 - (2) The keeping of animals in conjunction with a farm operation, as defined herein;
 - (3) The keeping of animals by individuals involved in 4-H project(s), provided that the proof of 4-H endorsements thereto or membership thereof submitted to the Code Enforcement Officer.

D. Animal Husbandry shall conform to the following standards:

- (1) Animals shall in all instances be adequately sheltered, fenced and otherwise maintained in a sanitary manner. Handling, storage, disposal or removal of all animal waste shall be done to ensure minimum impact on the environment and to avoid any impact on neighboring residences, where from odor, associated pests or water runoff. Such animal waste shall be stored at a distance in accord with any applicable laws from any wells, residences or wetland or watercourse buffer,
- (2) Storage of fertilizer, manure or pesticide shall take place no closer than 100 feet from any street or property line if unenclosed or 50 feet if in a fully enclosed structure,
- (3) It is recommended livestock should be stocked at one Animal Unit per acre. An Animal Unit is equivalent to a 1,000 lb. non-lactating cow,
- (4) Adequate acreage exists for proper care and feeding of animals as per table below:

1. Rabbits – no minimum acreage requirements if rabbits are kept in hutches.
2. Sheep, Goats – Maximum 5 adult animals per acre.
3. Alpacas and Llamas – Maximum 6 llamas and adult alpacas per acre
4. Pigs – Finishing/market hogs (235 to 270 lbs.) - Maximum 4 head per acre. Adult pigs (300-500 lbs.) – Maximum 3 head per acre. One or two sows with litter per acre.
5. Cattle – 1 adult animal per acre.
6. Horses – 1 adult animal per acre.
7. Miniature equine – Maximum 4 adult per acre
8. Mink, Raccoons – 10 animal/two acres to not exceed 10% of the lot area

Section 190-71.

- A. Animal husbandry on property not meeting the minimum lot size requirements stated above and the keeping, breeding and raising of fowl shall be permitted only upon Site Plan approval obtained from the Planning Board. Such application shall be classified as a Type II action with regard to SEQRA. The Site Plan application fee shall be waived; however, the applicant shall be responsible to reimburse the Town for the actual incurred costs from the engagement of professional consults and public hearings in connection with an animal husbandry application. The Planning Board shall review the specific circumstances of the property in the following matter and shall attach reasonable conditions to any approval.

1. Application requirements. Applicants shall submit a sketch plan as per §140-45 showing locations of animal pens, fields, barns, fences, water sources, and manure piles in addition to all other natural features and

improvements on the site. The applicant shall submit a narrative detailing the quantity and types of animals and any other such pertinent information to the application.

2. The Planning Board may refer all applications to a qualified consultant such as Cornell Cooperative Extension, the Society for the Prevention of Cruelty to Animals, or the New York State Agriculture and Markets Department for review to determine the maximum numbers and types of animals for incorporation as a condition of Site Plan approval.

B. Poultry farming on residential properties in the R-10 and R-30 residential zoning districts are subject to the following requirements:

1. No more than six (6) hens shall be allowed per single-family detached dwelling property.
2. No hens shall be permitted within multi-family complexes, including duplexes.
3. Hens must be kept in a secure henhouse or chicken pen area.
4. Hens shall be secured within the henhouse during non-daylight hours.
5. Enclosures must be clean, dry and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of abutters due to noise, odor or other adverse impact.
6. Henhouses, pen areas or other enclosures for poultry shall not be located in the front yard.
7. Roosters shall not be allowed on residential properties in the R-10 and R-30 residential zoning districts.

C. Poultry farming on non-residential properties in the R-10 and R-30 residential zoning districts are subject to the following requirements:

1. Storage of fertilizer, manure or pesticide shall take place no closer than 100 feet from any street or property line if unenclosed or 50 feet if in a fully enclosed structure,
2. All buildings and storage facilities containing fowl or litter shall be no closer than 150 feet from all street or lot lines,
3. Preparation of a waste management plan that should include the following items, but is not restricted to,
 - a. disposal of dead poultry,
 - b. management and disposal of poultry litter,
 - c. management and disposal of sludge or other products produced by the operation that must be stored in a tank or suitable container until removed, and
 - d. location of buildings, tanks and other related structures used for storage and are accessory to the poultry farming operation.
4. Roosters shall not be allowed on non-residential properties in the R-10 and R-30 residential zoning districts.

- D. Animal husbandry in practice before the adoption of this zoning code shall be deemed a nonconforming use with respect to these minimum size lot requirements, with the exceptions of roosters. Any roosters located on parcels in the in the R-10 and R-30 residential zoning districts shall be removed from the parcel within 30 days from the date of adoption of this local law.
- E. This local law may be enforced by the Town of Ulster Code Enforcement Officer, his/her designees, or by the Town of Ulster Police Department.

Presentation and Acceptance of the Town
Clerk's Monthly Report for the month of
July 2015

Account#	Account Description	Fee Description	Qty	Local Share
A 2130		refund due to price discrepancy	1	-5.00
		Sub-Total:		-\$5.00
A1255	Conservation	Conservation	2	1.66
	Interest earned for the Month	Interest	3	3.33
	Other	Certified Birth	1	10.00
		Certified Marriage	10	100.00
	Police Fees	Accident Report	10	2.50
	Supervisor	Copies	20	5.00
		Marriage License	3	52.50
		Sub-Total:		\$174.99
A1288	Impound Fee	Impound Fee	4	400.00
		Sub-Total:		\$400.00
A1520	Police Fees	Fingerprints	5	50.00
		FOIL - Police	2	265.00
		Sub-Total:		\$315.00
A1603	Vital Statistics Fees	Certified Death	30	270.00
		Sub-Total:		\$270.00
A2001	Orlando St. Ballfield	Orlando St. Ballfield	3	400.00
	Supervisor	Small	6	450.00
		Small - Nr	1	150.00
	Town Park	Boat Permit Daily	66	528.00
		Boat Permit Seasonal	14	700.00
		Large	4	450.00
		Sub-Total:		\$2,678.00
A2002	Camp Fees	Camp Fees	80	4,064.50
		Sub-Total:		\$4,064.50
A2089	Senior Center	Senior Center Rental	2	200.00
		Sub-Total:		\$200.00
A2115	Supervisor	Site Plan Review	1	850.00
		Sub-Total:		\$850.00
A2130	Transfer Station	Coupon	4	16.00
		Coupon (10)	39	1,560.00
		Coupon (20)	27	2,080.00
		Coupon (5)	30	600.00
		Misc. Dumping	12	1,402.00
		Resident Permit	1	0.00
		Resident Permit (after July 1)	7	280.00
		Senior Permits	2	35.00
		Senior Permits (after July 1)	12	302.50
		Sub-Total:		\$6,275.50
A2501		refund 48.65-8-8	1	-146.00
	Building Department	Abstract	16	1,200.00

Account#	Account Description	Fee Description	Qty	Local Share
		Abstract - Commercial	1	100.00
		Building Permit	19	2,465.00
		Cert. Of Compliance	12	180.00
		Cert. Of Occupancy	7	933.40
		Fire Inspection	3	444.30
	Supervisor	Tent Permit	1	40.00
		Sub-Total:		\$5,216.70
A2544	Dog Late Fees	Dog Late Fees	1	5.00
	Dog Licensing	Female, Spayed	27	135.00
		Male, Neutered	22	110.00
		Male, Unneutered	2	26.00
	Supervisor	Redemption	2	125.00
		Sub-Total:		\$401.00
A2590	Supervisor	Drivers License	3	75.00
		License	1	0.00
		Mobile Home Permit	1	50.00
		Sub-Total:		\$125.00
A2770	Misc. Revenue	Senior Picnic	187	165.00
		Sub-Total:		\$165.00

* **Total Local Shares Remitted: \$21,130.69**

Amount paid to: N Y S Dept Of Health 67.50
 Amount paid to: NYS Ag. & Markets for spay/neuter program 55.00
 Amount paid to: NYS Environmental Conservation 28.34

Total State, County & Local Revenues: \$21,281.53

Total Non-Local Revenues: \$150.84

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Linda A. McDonough, Town Clerk, Town of Ulster during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

James E. Quigley 3rd 8/12/15 Linda A. McDonough 8-12-15
 Supervisor Date Town Clerk Date

* Chase
 BOGC 1.04
 21129.65
21,130.69

Presentation and discussion of a Resolution
for the Purpose of Considering the
Establishment of a Fire District
Pursuant to Article 11 of the Town Law

RESOLUTION NO. _____

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF ULSTER

**A RESOLUTION FOR THE PURPOSE OF CONSIDERING THE ESTABLISHMENT OF
A FIRE DISTRICT PURSUANT TO ARTICLE 11 OF THE TOWN LAW**

WHEREAS, the Town of Ulster contracts with the Bloomington Fire Company Inc. to provide fire and emergency services to the Eddyville Fire Protection District in the Town of Ulster, and

WHEREAS, pursuant to Article 11 of the Town Law of the State of New York, towns are permitted to establish fire districts separately or with contiguous towns, and

WHEREAS, it appears to the Town Board of the Town of Ulster that the proposed establishment of a fire district covering the current Eddyville and Bloomington Fire Protection Districts the Towns of Ulster and Rosendale respectively would be in the public interest,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Ulster proposes that pursuant to Town Law Section 170, a joint Public Hearing be conducted by the Town Board of the Town of Ulster with the Town Board of the Town of Rosendale to hear all persons interested in the establishment of a fire district, at a date, time, and location to be determined, and

BE IT FURTHER RESOLVED, that the Notice for such Public Hearing be published in accordance with Town Law Section 171, and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Ulster directs the Town Clerk to coordinate and schedule a joint Public Hearing with the Town Board of the Town of Rosendale and to set a date and location for the joint Public Hearing in conformance with the law, and to prepare and publish such all notices of the joint Public Hearing as may be required by law, and

BE IT FURTHER RESOLVED that the Town Board of the Town of Ulster directs the Town Clerk to schedule a Special Meeting of the Town Board of the Town of Ulster to commence immediately before the Public Hearing, and thereafter being adjourned for purposes of conducting the joint Public Hearing, and then reconvened after the conclusion of the Public Hearing for the purpose of considering the matters raised at the joint Public Hearing, including whether or not it is in the public interest to establish such fire district, as well as any other matters the Town Board chooses to entertain, and the Town Clerk is further directed and to prepare and publish all such notices of the Special Meeting as may be required by law.

Motion by Board Member _____

Seconded by Board Member _____

	Aye	Nay	Abstain	Absent
Supervisor				
Councilman				
Councilman				
Councilman				
Councilman				

The Resolution was thereby duly adopted.

Dated: August 20, 2015

Linda McDonough, Town Clerk
1 Town Hall Drive
Lake Katrine, NY 12449

Resolution Declaring Town of Ulster's
Notice of Intent to be Lead Agency for
Coordinated SEQR Review for Urban
Precast, SBL# 48.66-2-2.210

**RESOLUTION
TOWN OF ULSTER TOWN BOARD**

**Initiation of SEQR Unlisted Action Review
Urban Precast
S-B-L: 48.66-2-2.210**

WHEREAS, the Town of Ulster Town Board and its consultant planner have reviewed an application by *Urban Precast* seeking Site Plan Amendment approval to construct a 11,550 square foot (sf) addition to their existing 95,467 sf building so they can expand their manufacturing operation at 8 Kieffer Lane; and

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

- *Site Plan Consent Form* signed by David Auringer – property owner - dated July 27, 2015;
- *Site Plan Application* prepared by Elizabeth Mello, P.E., Brooker Eng., PLLC dated 6/12/15;
- *SEQR Short EAF* signed by David Auringer – property owner - dated July 27, 2015;
- *Building Addition Plan* prepared by Brooker Engineering, PLLC dated June 27, 2015;
- *Building Addition Details* prepared by Brooker Engineering, PLLC dated June 27, 2015;
- *Building Elevations* prepared by Brooker Engineering, PLLC dated June 27, 2015; and
- *Fire Truck Apparatus Plan* prepared by Brooker Engineering, PLLC dated June 27, 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 Short EAF Part 1 determined the Proposed Action was an *Unlisted Action* pursuant to 6NYCRR Part 617 of State Environmental Quality Review (SEQR) Law; and

WHEREAS, Interested Agencies would include the Town of Ulster Planning Board and the Ulster County Planning Board (UCPB); and

WHEREAS, the Town of Ulster Planning Board, at its August 18, 2015 meeting referred this matter to the Town Board for the purpose of initiating a SEQR *Unlisted Action review* with the Town Board so named as Lead Agency and referring the application to the UCPB and Town Departments.

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 review and directs the Deputy Town Clerk to circulate a Notice of Intent to all Interested Agencies.

Motioned by: _____

Seconded by: _____

All in Favor:

All Opposed:

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

Date: _____

Resolution authorizing the Supervisor to
sign the revised PILOT Agreements for
Ulster Gardens Phase I

RESOLUTION NUMBER ____

RESOLUTION OF THE BOARD MEMBERS OF THE TOWN OF ULSTER AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAXES ("PILOT") AGREEMENT BY AND BETWEEN THE TOWN OF ULSTER, ULSTER GARDENS LIMITED PARTNERSHIP AND ULSTER GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, the Town of Ulster (the "Town") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for senior citizens and income-restricted persons based upon the results of the 2010 decennial Federal Census; and

WHEREAS, Ulster Gardens Housing Development Fund Company, Inc., an Article XI New York State Private Housing Finance Law corporation and a New York not-for-profit corporation (the "HDFC"), and Ulster Gardens Limited Partnership, a New York limited partnership (the "Partnership"), collectively own a 9.36 acre parcel of land (SBL No. 48.58-7-21.111) commonly known as 1103-2350 Ulster Gardens Court a/k/a 1000 Ulster Gardens Court and 2000 Ulster Gardens Court, in the Town and County of Ulster, State of New York (the "Land"), known as the Ulster Gardens I project, upon which the Partnership has constructed a housing project for senior citizens and income-restricted persons, said Project consisting of: (i) eighty-two (82) units of housing for persons of low-income on the aforesaid Land (the "Improvements"); and (ii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

WHEREAS, the HDFC was formed for the purpose of providing residential rental accommodations for senior citizens and income-restricted persons; and

WHEREAS, the HDFC acquired fee title to the Land, as nominee for the Partnership, and conveyed its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the Town Board to exempt the Project from real property taxes; and

WHEREAS, the HDFC is the co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC are willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT

Agreement presented to this Board for approval, a copy of which is attached hereto as Exhibit A; and it is

NOW THEREFORE, BE IT RESOLVED, that the Members of the Town Board hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the Town of Ulster, the Partnership and the HDFC, in substantially the form attached hereto as Exhibit A, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Supervisor of the Town is hereby authorized on behalf of the Town to execute and deliver the forgoing PILOT Agreement; and it is

FURTHER RESOLVED, that a fully executed copy of the PILOT Agreement will be filed in the Office of the Town Clerk of the Town of Ulster, Ulster County, New York; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the Town Board Members
on the __ day of _____, 2015.

Votes:

Councilman Joel B. Brink	_____	Yes	_____	No
Councilman Eric Kitchen	_____	Yes	_____	No
Councilman Cris Hendrick	_____	Yes	_____	No
Councilman John Morrow	_____	Yes	_____	No
Supervisor James Quigley 3 rd	_____	Yes	_____	No

EXHIBIT A

Approved Form PILOT Agreement attached hereto.

CERTIFICATION

The undersigned, being the duly elected Clerk of the Town of Ulster (the "Town"), hereby certifies that the attached is a true, correct and complete copy of certain resolutions duly adopted by the Members of the Town Board of the Town of Ulster on _____, 2015, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

Name: Jason Cosenza

Title: Town Clerk

Resolution authorizing the Supervisor to
sign the revised PILOT Agreements for
Ulster Gardens Phase II

RESOLUTION NUMBER ____

RESOLUTION OF THE BOARD MEMBERS OF THE TOWN OF ULSTER AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAXES ("PILOT") AGREEMENT BY AND BETWEEN THE TOWN OF ULSTER, ULSTER GARDENS II LIMITED PARTNERSHIP AND ULSTER GARDENS II HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, the Town of Ulster (the "Town") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for senior citizens and income-restricted persons based upon the results of the 2010 decennial Federal Census; and

WHEREAS, Ulster Gardens II Housing Development Fund Company, Inc., a to-be-formed Article XI New York State Private Housing Finance Law corporation and a New York not-for-profit corporation (the "HDFC"), and Ulster Gardens II Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified a 36.89 acre parcel of land (SBL No. 48.58-7-21.112) located at Ulster Gardens Court, Town and County of Ulster, State of New York (the "Land"), commonly known as the Ulster Gardens II project for the purpose of the construction on the Property of a housing project for senior citizens and income-restricted persons, said project to consist of: (i) the construction of up to eighty-two (82) units of housing for persons of low-income on the aforesaid 36.89 acre parcel (the "Improvements"); and (ii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for senior citizens and income-restricted persons; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the Town Board to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in

the PILOT Agreement presented to this Board for approval, a copy of which is attached hereto as Exhibit A; and it is

NOW THEREFORE, BE IT RESOLVED, that the Members of the Town Board hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the Town of Ulster, the Partnership and the HDFC, in substantially the form attached hereto as Exhibit A, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that a building permit shall be issued by the Town for the Project within one year of the date hereof and a certificate of occupancy issued for the Project within three years of the date hereof or this Resolution shall become null and void; and it is

FURTHER RESOLVED, that the Supervisor of the Town is hereby authorized on behalf of the Town to execute and deliver the forgoing PILOT Agreement; and it is

FURTHER RESOLVED, that a fully executed copy of the PILOT Agreement will be filed in the Office of the Town Clerk of the Town of Ulster, Ulster County, New York; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the Town Board Members
on the ___ day of _____, 2015.

Votes:

Councilman Joel B. Brink	_____	Yes	_____	No
Councilman Eric Kitchen	_____	Yes	_____	No
Councilman Cris Hendrick	_____	Yes	_____	No
Councilman John Morrow	_____	Yes	_____	No
Supervisor James Quigley 3 rd	_____	Yes	_____	No

EXHIBIT A

Approved Form PILOT Agreement attached hereto.

CERTIFICATION

The undersigned, being the duly elected Clerk of the Town of Ulster (the "Town"), hereby certifies that the attached is a true, correct and complete copy of certain resolutions duly adopted by the Members of the Town Board of the Town of Ulster on _____, 2015, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

Name: Jason Cosenza
Title: Town Clerk

Resolution authorizing the Supervisor to
sign the revised PILOT Agreements for
Seven Greens Senior Complex

RESOLUTION OF THE TOWN BOARD

TOWN OF ULSTER

Resolution Authorizing Supervisor to Sign PILOT agreement with HKN Ulster, LLC

Date: August 20, 2015

Whereas, the Town of Ulster desires to encourage a sufficient supply of adequate, safe, and affordable dwelling accommodations for senior citizens in the town of Ulster,

Whereas, HKN Ulster, LLC, has entered into a contract to acquire property in the town of Ulster of the purpose of constructing or improving 149 units of affordable senior housing,

Whereas, to facilitate the provision of affordable housing for our seniors and to provide a feasible economic climate for the project, it is necessary to accept a payment in lieu of taxes,

Whereas, the final form and term of this payment in lieu of taxes agreement will be defined and voted upon prior to the start of construction, the PILOT agreement will contain the following specifics:

1) A payment of \$400.00 per dwelling unit will be paid, annually, by January 31 by HKN Ulster, LLC, or their successors, in lieu of payment for Ulster General, Ulster Highway, All Ulster Special District, Ulster County, and Kingston Consolidated School District taxes. Said \$400.00 will increase 2% annually.

2) This PILOT will be in effect for forty (40) years or until the project ceases to be an affordable senior housing project, whichever term is less.

3) The distribution of the residual amount of the PILOT will be determined by Town Board resolution.

Therefore, Be it Resolved, that the Town Board wishes to enter into this PILOT agreement with HKN Ulster, LLC, and hereby authorizes the Town Supervisor to execute and deliver the agreement as described above.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) BY AND
AMONG THE TOWN OF ULSTER, _____ AND
_____.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated _____, by and among the **TOWN OF ULSTER, NEW YORK**, a New York municipal corporation, having its principal office located at 1 Town Hall Drive, Lake Katrine, New York 12449 (the "Town") and _____ an Article XI housing development fund company under the New York State Private Housing Finance Law and a New York not-for-profit corporation, having its principal office located at XXXXXXXXXXXXXXXX (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of XXXXXXXXXXXXXXXXXXXXXXXX, a New York limited partnership, having its principal office located at XXXXXXXXXXXXXXXXXXXXXXXX (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of a XXXX acre parcel of land (Part of SBL No. XXXXXXXXXXXXX) located at XXXXXXXXXXXXX, Town and County of Ulster, State of New York (the "Land"), commonly known as the Seven Greens project (the "Property"); and

WHEREAS, the HDFC has been formed for the purpose of providing residential rental accommodations for senior citizens and income-restricted persons; and

WHEREAS, the HDFC has or will acquire fee title to the Land, as nominee for the Partnership, and has or will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project of up to 149 affordable dwelling units for senior citizens and income-restricted persons at the Property (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the Town Board to exempt the Project from real property taxes; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements and special ad valorem districts, to the extent of all or a part of the value of the property included in the completed Project; and

WHEREAS, the Board Members of the Town, by resolution adopted XXXX, 2015, approved and authorized the Town Supervisor's execution of this Agreement and any amendments;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements and special ad valorem districts (e.g., fire district, library district, water district and sewer district), one hundred percent (100%) of the value of the Property, both the Land and any improvements included in the Project at the time of its acquisition by the HDFC. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by any affected Taxing Jurisdiction (as defined in Subdivision 1(b) of Section 577 of the PHFL which has jurisdiction over the Project and intending to bind the applicable Taxing Jurisdictions to the fullest extent provided under Section 577 of the PHFL.

2. This tax exemption will commence on the date of the HDFC's acquisition of the fee title interest in the Property and shall continue for a period of forty (40) years following the date of the HDFC's acquisition of the fee title interest on the Property (the "Term"), unless terminated earlier as a result of an Event of Default as provided in Section 6 of this Agreement. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the initial amount of Four Hundred and 00/100 Dollars (\$400.00) per dwelling unit (pro-rated for the year in which the HDFC acquires the fee title interest on the Property), on or before January 31st, which amount shall increase two percent (2%) annually, but in no event greater than any rent increase approved by New York Homes and Community Renewal, U.S. Department of Housing and Urban Development or any other applicable governmental authority regulating Project rentals, with the resulting amount due the following January 31st, for a period of forty (40) years. The Partnership shall deliver to the Town Tax Assessor before March 1st of each year during the Term a statement from the chief financial officer or other officer of the Partnership's general partner setting forth any rent increase approved since the immediately preceding March 1st by New York Homes and Community Renewal, U.S. Department of Housing and Urban Development or any other applicable governmental authority regulating Project Rentals. The aforementioned PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements and special ad valorem districts, owed in connection with the Property and the Project. If additional units in excess of the afore-mentioned one hundred forty-nine (149) residential units or other improvements are made to the Property, the PILOT payment amount shall increase on a per unit basis consistent with the terms of this Agreement. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

4. The tax exemption provided by this Agreement will continue for the term described above provided there is no uncured event of default under Section 6 hereof and provided further that (a) the Property continues to be used as housing facilities for senior citizens and income-restricted individuals, and (b) either of the following occur (i) the HDFC and/or the

Partnership own and operate the Property in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclosure a mortgage upon the Property, and the legal and beneficial interest in the Property shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including, but not limited to, enforcement and collection of taxes to the extent permitted by law. In the event that the Town commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies which the Town may be entitled, the Town shall have the right to an award of reasonable attorney fees.

6. The following shall constitute an event of default under this Agreement ("Event of Default"):

- (a) The HDFC's and/or Partnership's failure to pay in full any PILOT payment due under this Agreement within thirty (30) days of receipt of a written notice from the Town indicating the amount that is past due; or
- (b) The HDFC's and/or Partnership's failure to comply with, or to perform according to any provisions of this Agreement, if such failure continues in whole or in part for more than forty-five (45) days after the date written notice of such failure is received by the HDFC or Partnership from the Town.

7. Upon the Event of Default, the Town may exercise any and all rights or remedies permitted by law. Without limiting the generality of the foregoing, and in addition to all other rights and remedies, the Town shall also have the right upon an Event of Default, to terminate this Agreement and the exemption granted hereunder sixty (60) days from the date of the HDFC's or Partnership's receipt of the initial notice of the Event of Default. The remedies granted to the Town under this Agreement, or by law, are cumulative. The exercise of one right or remedy by the Town shall not impair its right to exercise any other right or remedy. No failure by the Town to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy hereunder or thereunder upon an Event of Default by the HDFC or Partnership, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement to be performed by the HDFC or Partnership, and no Event of Default with respect thereto, shall be waived, altered, modified, or terminated except by written instrument executed by the Town. No waiver of any Event of Default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term, and condition hereunder or thereunder shall continue in full force and effect with respect to any other then existing or subsequent Event of Default. All rights and remedies of the Town under this Agreement shall survive the termination of this Agreement or any exemption granted hereunder as a result of an Event of Default. Notwithstanding the foregoing provisions contained in this paragraph, HDFC and Partnership shall have the right to appear in any action brought against it seeking payment as aforesaid, to the extent that HDFC and Partnership have the

right to raise as a defense any or all of the following defenses: the illegality of the tax or taxes imposed. Furthermore, in the event this Agreement is terminated by the Town, the HDFC and Partnership shall be entitled to a credit towards the amount of Town/County and School taxes that the Partnership is required to pay for the remaining portion of the applicable tax year after the effective date of the termination. The credit shall be equal to that portion of the amount previously paid pursuant to this Agreement that is allocable to the period of time after this Agreement is terminated. The provisions of this Section shall survive the termination or expiration of this Agreement.

8. Any special district taxes levied by any special district with respect to the Property for any year during the Term shall be based upon the assessed value of the Property determined in accordance with the income approach set forth in Section 581-a of the RPTL, if applicable; and in existence at that time, or any successor provision thereto. The Partnership shall deliver to the Town Tax Assessor before March 1st of each year during the Term the Partnership's most recent financial statement, independent auditor's report, rent roll, and any other documentation which may be required pursuant to Section 581-a of the RPTL and regulations promulgated thereunder, if applicable.

9. The HDFC and Partnership shall receive advance notice in the same manner as any other taxpayer for any change in assessment relating to the Property, and the HDFC and Partnership shall be entitled to protest, administratively and judicially any assessment placed on the Property irrespective of its exempt status. The HDFC and Partnership shall in all respects have the same administrative and legal rights and remedies with respect to the amounts it hereby obligates itself to pay in lieu of taxes, including judicial appeal thereof, as if it were a property owner not exempt from taxation.

10. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

11. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Partnership and the HDFC and their permitted respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement by the HDFC or Partnership except with the prior written consent of the Town, which consent shall not be unreasonably withheld.

12. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

13. No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by the individual party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or

modification is in writing, duly executed as aforesaid. The provisions of this Section may be waived as herein set forth.

14. This Agreement and the performance thereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

15. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

16. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

17. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Town, the Partnership and the HDFC have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____

TOWN OF ULSTER, NEW YORK

By: _____

Name: James E. Quigley 3rd

Title: Supervisor

DATED: _____

XXXXXXXXXXXXXXXXXXXX
XXXXXX

By: _____

Name:

Title: President

DATED: _____

XXXXXXXXXXXXXXXXXXXX

By: XXXXXXXX

its Managing General Partner

By: _____

Name:

Title:

STATE OF NEW YORK)
)
COUNTY OF ULSTER) SS.:

On the ____ day of _____ in the year _____, before me personally appeared JAMES E. QUIGLEY 3rd, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF _____) SS.:

On the ____ day of _____ in the year _____, before me personally appeared XXXXXXXXXXXXX, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Resolution of Standard Workday Resolution
for Assessor James F. Maloney

STANDARD WORK DAY RESOLUTION

WHEREAS, Regulation 315.4 of the New York State & Local Retirement System requires the Governing Body of the town to establish a Standard Workday and Reporting system for all elected and appointed town officers that were elected or appointed after September 12, 2009, and

WHEREAS, persons affected are those that are enrolled in the New York State Retirement System as either Tier 2, 3, 4 or 5 members, and

WHEREAS, the persons affected are those that receive monetary compensation for their duties and do not use the town's Time Clock nor use Time Sheets to document their work hours; now therefore be it

RESOLVED, that eight (8) hours is established as the Standard Workday; and be it further

RESOLVED, that the recording of time worked consists of a three month Time/Work log starting on January 1, 2015. This Time/Work log shall be created and maintained by the affected worker; and be it further

RESOLVED, that once passed, this Resolution shall be posted on the Town's Website and the Official Sign Board for a period of at least 30 days; and be it further

RESOLVED, that the Ulster Town Clerk shall submit a certified copy of the resolution and affidavit of its posting to the Office of State Comptroller; and be it further

RESOLVED, that once the three month time period Time/Work log is completed, the affected person shall sign and submit their Time/Work log to the Ulster Town Clerk; and be it further

RESOLVED, that the Governing Body of the Town shall utilize the Time/Work logs to calculate the percentage of the Standard Workday worked over the 3 month time period and report the findings to the New York State & Local Retirement System so that the New York State & Local Retirement System may determine pension credits; and be it further

RESOLVED, that the Ulster Town Clerk shall retain the Time/Work logs submitted for a period of ten years.

Elected or Appointed Officers affected by regulation 2 NYCRR 315.4

Name	Title	Term of Office	Days/Months (Based on Record of Activities)
James F. Maloney	Assessor	2013-2019	

Motion to authorize the Supervisor to sign
the stipulation of Settlement and Agreement
by and between the Town of Ulster and
Laborers International Union of North
America, Local 17, AFL-CIO and
Daniel Durling

Motion to authorize the hiring of one full
time Police Officer

TOWN OF ULSTER



PERSONNEL FORM

Employee's Name : Kevin J Woltman

Title: Police Officer

Department: Police Dept FUND: General

Position: ☒ Full Time ☐ Intermediate ☐ Part Time ☐ Seasonal

Civil Service : ☐ Exempt ☒ Competitive ☐ Non- Competitive

Union Position : ☒ Yes ☐ No

Contract : ☐ Local #17 ☒ PBA ☐ Other: _____

Grade: _____ Step: 1

Wage : \$42,185.00 License ID #: _____

Start Date: 04/20/2015

Requested by Department Head: Chief Cruise Date: 04/14/2015

Recommended by Personnel CMTE: *Joe B. Rinaldi* Date: 4/16/15

Approved by Town Board: *Joe McDonough* Date: 4/16/15

Notes:

Chief Cruise would like to request Officer Woltman be hired as a fulltime temporary employee for 6 months, with the agreement that at the conclusion of that time he be appointed fulltime permanent off a civil service list. Officer Woltman is presently a part time employee with this agency. The 6 month temporary hire has been verified as permissible with UC Civil Service because we have officers out on injury, as long as Officer Woltman is hired F/T off a civil service list at the conclusion of that 6 month time period. The cost of this hire can be offset because the wage scale of a STEP 1 F/T employee is the same rate of pay as his part time officer rate of pay at \$21.19 p/h.

Presentation for review and future
discussion of Updated Intrastate Mutual Aid
Program Plan for the Town of Ulster

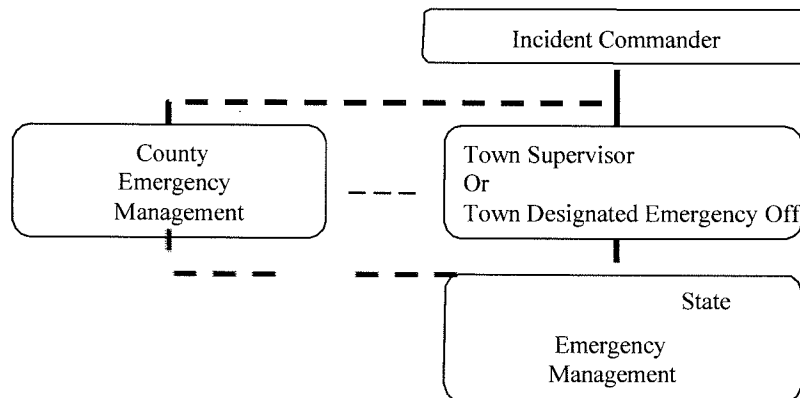
TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

I. Internal Procedural Plan

1. The purpose of this guide is to formulate an internal procedural plan for the Town of Ulster to request or provide mutual aid under the INTRASTATE MUTUAL AID PROGRAM (IMAP). The reason for this is that no community has all of the resources needed to cope with all emergencies.
2. In the event that the Town of Ulster needs assistance under IMAP or through the County Emergency Management Office, the Town Supervisor must declare a state of emergency pursuant to Executive Law §24, or requests may be made for the purposes of conducting multi-jurisdictional or regional training, drills or exercises.
3. The Town Supervisor or the Designated Town's Emergency Management Officer shall be identified as the emergency management officer having the authority of this local government to place requests for and commit/deploy assistance under this Mutual Aid Program.
4. This Plan is directed towards enhancing disaster management and emergency response at the local level of government by:
Utilizing the National Incident Management System (NIMS)/
Incident Command System (ICS) as a model to manage actions during a disaster. Pre-designating responsibilities for leadership and resources at the local levels.
5. Under New York State Executive Law § 29-h, which provides for mutual assistance among the participating local governments in the prevention of, response to, and recovery from, any disaster that results in a formal declaration of an emergency by a participating local government. Assuring that mutual aid requests and responses follow the IMAP Standard Operating Guidelines.
6. When a large number of resources are required to manage an incident or operations are expected to be long duration, Incident Commanders should consider requesting the following resources:
 - A. Command Resources: Incident Management Teams to fill the major positions of the Incident Command System.
 - B. Tactical Resources: Enough resources on scene to meet objectives and to ensure responder safety by providing rotation and rehab of responders.

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

- C. Logistical Support: Responding resources will need such things as food, water, fuel, housing, etc.
7. The Town of Ulster should contact the Ulster County Emergency Management Office for assistance in handling any major emergency or disaster first.
8. If resources required are at a greater level or involving a request for Town municipal equipment, then the NYS Department of Homeland Security Emergency Services; Office of Emergency Management Region II office should be contacted;
- Region II
Phone: (845) 454-0430
Fax: (845) 454-4620
Email: OEMRegion2dl@dhses.ny.gov
Columbia, Dutchess, Greene, Orange, Putnam, Rockland,
Sullivan, Ulster, Westchester



9. List of Town Departments with an inventory of Services, equipment, supplies, personnel and other resources in the Town of Ulster.
- A. Town Highway Dept - 584 E Chester St, Kingston, NY
(845) 338-0193... see attached forms
 - B. Town Sewer Dept Dogwood St Ext Kingston, NY
(845) 336-6727... see attached forms
 - C. Town Water Dept 190 Fording Place Rd Lake Katrine, NY
(845) 382-1833 ... see attached forms

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

D. Town Fire Departments

- i. Inventory records are on file and updated with Ulster County Emergency Management office (845)331-7000 (UC911)
- ii. List of Fire Departments covering T/Ulster:
 - a. Ulster Hose Company #5 – 830 Ulster Ave Kingston, NY (845) 339-1280
 - b. Spring Lake Fire Department - 123 Maxwell Lane Kingston, NY (845) 338-2173
 - c. Ruby Fire Department – 1214 Main St Ruby, NY 12475 (845) 336-6827
 - d. East Kingston Fire Company – 885 Main St E. Kingston, NY (845) 336-8300
 - e. Bloomington Fire Department – 14 Taylor St Bloomington, NY 12411 (845) 338-2794

E. Town of Ulster Police Department – 1 Town Hall Drive
Lake Katrine, NY 12449 (845) 382-1111
Records on file with Police Dept

10. Pre -Deployment of resources from the Town of Ulster

A. Town Supervisor or Town's Designated Emergency Management Officer should do the following;

- i. Pre-arrange travel, transportation and lodging, if necessary
- ii. Have Pre-deployment briefings with personnel assigned prior to deployment
- iii. Give efficient timeframe for deployment
- iv. Discuss ability to pre-stage resources in advance of disaster
- v. Have points of contacts for those handling the mission and emergency contacts of all personnel deployed
- vi. Adequately document and track all resources deployed
- vii. provide personnel with the appropriate PPE.

B. Resource information

- i. When resources are deployed to an affected area, the Town Supervisor shall provide the following items, prior to leaving home base:
 - 1. Copy of all ICS forms (multiple copies of ICS 214 Unit Log.
 - 2. Emergency Contact information

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

11. Training

- A. When planning and conducting multi-jurisdictional trainings, drills or exercises related to disasters or other applicable events, effort will be made to include IMAP as part of the process.
- B. When doing so the Ulster County Emergency Management Office will be contacted to participate.
- C. A description of the disaster or training or exercise shall be written out.
- D. A description of the assistance and capability needed
- E. A description of the mission for which the assistance is needed
- F. Estimate of the length of time for the event
- G. Date, time and location for the event
- H. Any other information that will assist the other local governments to respond to the request, such as deployment conditions.

12. Receiving Assistance/ Potential Staging Areas

- A. The Town Supervisor or Town's Emergency Management Officer will ensure that the Assisting Agency received mission orders. The orders will clearly identify:
 - i. The mission name or identifying number
 - ii. Contact name and telephone numbers of the staging location in the affected area.
 - iii. Directions to the staging area (maps and GPS addresses are helpful)
 - iv. Primary missions objectives and any special instructions.
 - v. 24- hour contact numbers to Incident Command/ Town Supervisor.

B. Potential Staging Areas

- i. Town of Ulster Highway Department – 584 East Chester St Kingston, NY 12401
- ii. Town of Ulster Town Hall – 1 Town Hall Drive Lake Katrine, NY 12449.
- iii. Town of Ulster, Robert Post Park, 515 Park Road Kingston, NY 12401.
- iv. Charles Rider Park, 250 Ulster Landing Rd Kingston, NY 12401.
- v. Grace Community Church 160 Seremma Ct, Lake Katrine, NY 12449.
- vi. Tandem Lot off NYS Thruway I-87 Exit 19 interchange.

13. Utilize the below sections (II-VII) as a GUIDELINE from the State on IMAP procedures during a disaster or event:

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

II. Responsibilities of Requesting Local Government (RLG)

1. Confirm that the RLG local chief executive has declared a state of emergency pursuant to Executive Law §24; or that the RLG is conducting training, drills, or exercises;
2. Verify the need for assistance: local resources exhausted, determine specific needs, e.g. personnel, equipment, specific skill sets, etc.;
3. Notify the Local Emergency Management Officer of the ALG and the RLG County Emergency Manager (phone, email, fax or personal communication,

whichever is deemed most practical given the constraints of the emergency. RLG County Emergency Manager must notify the NYS OEM Regional Director.

4. Review and catalogue a list of ALG resources offered.
5. Schedule/participate in conference calls with ALG County Emergency Managers and State OEM Regional Director as needed; State OEM, specifically the NYS Watch Center shall maintain and monitor the State Incident Management System which will store the IMAP Resource Request Forms submitted by the Regional Directors on behalf of the RLG.
6. Submit to State OEM Regional Director a list of all requested resources (through the County EM).

III. Responsibilities of Assisting Local Government(ALG)

1. Upon receipt of request, review and confirm the availability of the resources being requested and intended purpose (actual event or training/drill/exercise);
2. Notify the RLG via phone, email, fax or personal communication, whichever is deemed most practical given the constraints of the emergency, that ALG has the requested resources and is able to provide the requested assistance;
3. Submit to DHSES (OEM Regional Director), through the ALG County EM, all inventories of resources being deployed, within three calendar days of the deployment of such resources. Submit within 60 calendar days a detailed invoice reflecting the quantities and types of all assets supplied during the entire mission by the ALG to the RLG. (Regardless of whether the ALG seeks reimbursement).

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

the invoice shall be sent to the RLG identified financial point of contact with a copy to the NYS OEM Regional Director (through the ALG County EM).

****LIMITATIONS**:**

A local government is not obligated to respond to a request for assistance. However, when providing assistance in response to, or recovery from, a disaster, such assistance is subject to the following conditions:

1. Requesting entity must have declared a state of emergency at the local level, unless the request is for the purpose of conducting multijurisdictional or regional training, drills, or exercises.
2. When deployed pursuant to an IMAP request, emergency response personnel of an assisting local government shall continue under the administrative control of their home jurisdiction.
3. Where permissible and not prohibited by existing statute or other authority, emergency response personnel of an assisting local government shall be under the operational direction and control of the appropriate officials within the incident management system of the requesting local government.
4. Assets and equipment of an assisting local government shall continue under the ownership of the assisting jurisdiction, but shall be under the operational direction and control of the appropriate officials within the incident management system of the requesting jurisdiction.
5. During multijurisdictional or regional trainings, drills or exercises, the assisting jurisdiction will maintain coverages and be responsible for liability, workers' compensation and any immunities their assisting personnel are afforded within their home jurisdiction.

IV. Roles & Responsibilities of New York State Office of Emergency Management

State OEM's role is to provide a system to document the Mutual Aid Request process. This mission will be accomplished using the SIMS to electronically catalog and store resource request forms.

NYS OEM Regional Directors ("RD")- **The RD's role is to support and provide administrative assistance to County Emergency Management Officers.** Their roles include but are not limited to:

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

1. Assisting in the assessment of needs.
2. Assisting in the completion and submission of forms.
3. Help coordinate the dissemination of requests for assistance.
4. Assist with and participate in the review of offers of assistance.
5. RD's are not authorized to sign request forms or request assistance on the part of any Requesting Local Government.

V. Procedures for Executing the Request for Assistance

Participating jurisdictions may *request and provide* assistance verbally and in writing, but verbal agreements made between Authorized Representatives must be confirmed by completing the Request Form within 5 days of the verbal request.

All parties should communicate directly, clearly, and concisely when negotiating the terms of the Request Form (IMAP RF01) to ensure a clear understanding of what is being requested and provided and that the terms of assistance are clearly understood by all parties.

VI. Completing the Request Form (IMAP RF01)

All request forms must include the following information:

- A. To be completed by the Requesting local government:
 1. A description of the disaster or the training, drill or exercise;
 2. A description of the assistance and capability needed;
 3. A description of the Mission for which assistance is needed;
 4. An estimate of the length of time the assistance will be needed;
 5. The specific place and time for staging of the assistance and a point of contact at that location;
 6. The date and time requested;
 7. The name of the Requesting local government; and
 8. Any other information that will enable an Assisting local government to respond appropriately to the request, such as deployment conditions.

All requests should clearly identify any special deployment considerations that may apply on the deployment. Such special conditions include, but are not limited to:

1. Specialized equipment needed to support the mission;
2. Hazmat clothing or other personal protective equipment due to hazardous environment;

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

3. Lodging & transportation provisions (come self- contained or will be provided by the requesting local government); and
4. Security provisions for potentially hostile areas.
5. Special fuel requirements, transportation height/width/weight considerations, etc.

The RLG shall complete the Request form (IMAP RF01) and fax or scan/e-mail to select, or to all participating ALG's from which assistance is requested. The form must be completely and accurately detailed so that potential ALG's governments can provide cost estimates. The RLG's Authorized Representative shall sign and date the request form prior to dissemination.

B. To be completed by the ALG:

1. Name and contact information of the ALG point of contact (name, phone, e-mail and fax);
2. Type of assistance available – a description of what is being offered (may include a description of the skill sets possessed by personnel assigned to the mission, a description of any equipment being requested, and any special provisions associated with the offer of assistance such as maintenance rates, replacement values, etc.);
3. ALG point of contact for the asset;
4. Date and time resources are available for deployment;
5. Any restrictions/special considerations for resources available for deployment;
6. Total estimated cost of deployment;
7. Completed cost estimate breakout to include the following:
 - a. # of fuel consuming equipment;
 - b. # of non-fuel consuming equipment;
 - c. Travel costs for all deployed personnel
 - i. Ground transportation expense for rental vehicles, personal vehicles, and/or government vehicles;
 - ii. Meals and trips or per diem; and
 - iii. Lodging.
 - d. Equipment costs
 - i. Gas, Diesel, motor oil supplies;
 - ii. Operator's required/not required;
 - iii. Maintenance provisions; and
 - iv. Replacement parts.
 - e. Personnel and costs

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

- i. Total # of personnel on the mission;
- ii. Total daily personnel costs; and
- iii. Detail for personnel costs including name of personnel, salary (at rate with hours), overtime pay, fringe, total daily costs, # of mission days personnel are assigned on mission.

Once the ALG completes the IMAP RF01 with the appropriate information, the ALG Authorized Representative must sign and date the offer of assistance. The RLG should review all offers of assistance to determine which offer best meet its needs. The RLG may reject any and all offers. RLG's are encouraged to notify ALG's that their offer of assistance has not been accepted via phone, email, fax or personal communication, whichever is deemed most practical given the constraints of the emergency.

The RLG Authorized Representative accepts the offer of assistance by signing the IMAP RF01, thus authorizing resource deployment and obligating compliance with the terms of the request and the IMAP guidelines. The RLG notifies the ALG emergency management officer via phone, email, fax or personal communication, whichever is deemed most practical given the constraints of the emergency,

- c. After the IMAP RF01 has been executed by both jurisdictions, the Assisting local government should engage in the following pre-deployment activities.
 1. Pre-arranging travel, transportation and lodging accommodations for deploying personnel (unless otherwise agreed to in the request form); and
 2. The Designated Contact should arrange a briefing for deploying personnel prior to their departure. The briefing should include:
 - a. Specific mission related information;
 - b. Duty location;
 - c. Designation of a team leader;
 - d. Location of reporting site, staging area.
 - e. Name and contact information of the RLG point of contact to whom personnel should report;
 - f. Type of working conditions to expect;
 - g. Review supporting equipment and supplies;
 - h. Records and document required to perform the mission and to record deployed personnel mission expenses for reimbursement purposes; and
 - i. Authorize use of municipal purchasing cards or provision of cash advances to be used for expenses to sustain personnel in the field during deployment.

TOWN OF ULSTER
Intrastate Mutual Aid Program
1 Town Hall Dr. LAKE KATRINE, NY 12449
www.townofulster.org

VII. Reimbursement

IMAP responses should not be dependent upon assistance that may result from a State of Federal Disaster declaration. Assisting entities may donate mutual aid or assume partial or total costs associated with use of personnel, or loss or damage of equipment and/or resources while providing mutual aid through an IMAP request.

4. Guidelines to ensure appropriate reimbursement:
 - a. Ensure a State of Emergency was issued by the local jurisdiction.
 - b. Coordinate Assisting jurisdictions' requests for reimbursement. The local government IMAP implementation plan should identify the responsible for the collection and coordination of reimbursement requests (e.g., town clerk, village treasurer).
 - c. Maintain good financial records : IMAP Assistance Requests forms; Mission information logs; Reimbursement forms.
5. Reimbursement shall not:
 - a. Be available for costs incurred for mutual aid assistance provided to an entity that does not have a formal declaration of emergency (excluding assistance for multijurisdictional exercises, drills, trainings).
 - b. Be made if there are duplicate other payments and insurance proceeds.
 - c. Be made for costs and expenses incurred that cannot be supported by documentation.
 - d. Be provided to assisting jurisdictions that self-deploy.

Intrastate Mutual Aid Program Standard Operating

DEFINITIONS, TERMS & ACRONYMS

This section contains definitions of the commonly used terms and acronyms used throughout the Intrastate Mutual Aid Program Standard Operating Guidelines ("SOG"). Unless otherwise defined in a specific section, all of the terms in the SOG will have the meanings specified herein.

Assisting local government ("ALG") – means one or more local governments that provide assistance pursuant to a request for assistance from a requesting local government during a declared emergency, or for the purposes of conducting training, or undertaking a drill or exercise.

Authorized representative – means the local government employee empowered to obligate local resources and expend local funds for IMAP purposes. In the assisting local government this is the person who has the legal authority to approve the response to a request for assistance.

Committee – means the Intrastate Mutual Aid Program Committee established in Executive Law § 29-h (3), which is responsible for promulgating rules and regulations to implement the intrastate mutual aid program; developing policies procedures and guidelines associated with the Program, including the process for the reimbursement of assisting local governments; evaluating the use of the Program; examining issues facing participating local governments regarding the implementation of the Program; and reporting to the Disaster Preparedness Commission on the effectiveness of the Program and making suggestions for improvements.

County Emergency Manager – means the individual employed by a county that is responsible for emergency preparedness, response and recovery.

Demobilization – means the process of releasing assets (personnel and/or equipment) whose mission is completed or no longer needed to support a specific mission within an event. This process includes debriefing personnel, returning issued equipment, completing and submitting required paperwork, arranging return travel, and tracking released assets back to their home duty station in the assisting local government in a safe and timely manner.

DHSES – means the New York State Division of Homeland Security and Emergency Services.

Employee – means any person holding a position by election, appointment, or employment by a local government.

Intrastate Mutual Aid Program ("IMAP") – means the program that authorizes mutual aid between participating local governments. A participating local government is now authorized to request or provide mutual aid as a result of a locally declared disaster or for the purpose of conducting multi-jurisdictional or regional training, drills or exercises.

Local emergency management officer – means the local government official responsible for emergency preparedness, response and recovery.

<p style="text-align: center;">TOWN OF ULSTER Intrastate Mutual Aid Program 1 Town Hall Dr. LAKE KATRINE, NY 12449 www.townofulster.org</p>		
		-2 -

Local government – means any county, city, town or village, school district or board of cooperative educational services of the state of New York.

Mission – means the operation or assignment to be carried out by the assisting local government as specifically defined by the requesting local government in the Request Form.

NYS OEM – means the State Office of Emergency Management.

NYS OEM Regional Director (“RD”) – means the lead NYS OEM official responsible for carrying out NYS OEM activities in his or her designated zone, or his/her designee. New York State is divided in to 10 NYS OEM zones with each zone having one regional director.

Point of Contact (“POC”) – means the person familiar with the IMAP process and serving as the designated person for IMAP in their jurisdiction. The Point of Contact will be able to discuss the details of a request for assistance. The POC is typically not the individual with the legal authority to initiate a request or authorize assistance.

Reimbursement – means the process of submitting documented eligible costs by an assisting local government to a requesting local government in order to receive financial compensation for providing assistance specified in the Request Form.

Reimbursement Form (“IMAP RF02”) – means the form used to summarize the costs of all assistance requested and provided by an assisting local government.

Request Form (“IMAP RF01”) – means the form used to officially request assistance, offer assistance, and accept assistance through the Intrastate Mutual Aid Program.

Requesting local government (“RLG”) – means the local government that asks another local government for assistance during a declared emergency, or for the purposes of conducting training, or undertaking a drill or exercise.

State Incident Management System (“SIMS”) – means the system, electronic or manual, used by the State to track and manage resources and information during a disaster.