

Town of Ulster

2016 ACCOUNTS PAYABLE FOR JANUARY ABSTRACT IN 2017

PREPAID BILLS 16/AP		ABSTRACT BILLS 16/BP		ESCROW	RESERVE	FUND TOTAL
General Fund	\$ 103,466.27	General Fund	\$ 101,746.77		\$	205,213.04
Highway Fund	449.99	Highway Fund	87,143.48			87,593.47
Ulster Water Fund	1,287.29	Ulster Water Fund	5,933.89			7,221.18
Halcyon Water Fund	446.30	Halcyon Water Fund	15.00			461.30
Spring Lake Water Fund	133.35	Spring Lake Water Fund	8,044.47			8,177.82
Bright Acres Water Fund	234.16	Bright Acres Water Fund	3,596.38			3,830.54
Cherry Hill Water Fund		Cherry Hill Water Fund	14,356.39			14,356.39
Glenerie Water Fund		Glenerie Water Fund	6,530.75			6,530.75
East Kingston Water Fund		East Kingston Water Fund	3,613.25			3,613.25
Whittier Sewer Fund	77.61	Whittier Sewer Fund	522.28			599.89
Ulster Sewer Fund	493.79	Ulster Sewer Fund	35,469.19			35,962.98
Washington Ave Sewer Fund	17.37	Washington Ave Sewer Fund	3,829.80			3,847.17
Special District Library		Special District Library				-
Eddyville Fire Protec. Dist.		Eddyville Fire Protec. Dist.				-
Eddyville FDP - LOSAP	2,264.44	Eddyville FDP - LOSAP				2,264.44
Albany Ave. Lighting District		Albany Ave. Lighting District	2,037.03			2,037.03
E.K. Lighting District		E.K. Lighting District	614.39			614.39
Kraus Farm Lighting District		Kraus Farm Lighting District	800.93			800.93
Spring Lake Lighting District		Spring Lake Lighting District	178.55			178.55
Elmendorf Lighting District		Elmendorf Lighting District	237.03			237.03
Whittier Lighting District		Whittier Lighting District	437.75			437.75
Brigham Ln. Water C.P.	128,164.45	Brigham Ln. Water C.P.				128,164.45
Whittier Sewer C.P.		Whittier Sewer C.P.				-
Trust & Agency	8.22	Trust & Agency	1,000.00			1,008.22
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	\$ 237,043.24		\$ 276,107.33	\$ -	\$ -	\$ 513,150.57

Town of Ulster

1/1/2017

JANUARY ABSTRACT

PREPAID BILLS 1/17PP		ABSTRACT BILLS 1/17AB			ESCROW - 1/17E	RESERVE - 1/17R	FUND TOTAL
General Fund	\$ 118,671.06	General Fund	\$ 302,963.67			\$ 300.00	421,934.73
Highway Fund	34,892.64	Highway Fund	38,425.31				73,317.95
Ulster Water Fund	12,257.25	Ulster Water Fund	42,919.69				55,176.94
Halcyon Water Fund		Halcyon Water Fund	1,879.53				1,879.53
Spring Lake Water Fund		Spring Lake Water Fund	1,515.73				1,515.73
Bright Acres Water Fund		Bright Acres Water Fund	1,543.60				1,543.60
Cherry Hill Water Fund		Cherry Hill Water Fund	1,216.22				1,216.22
Glenerie Water Fund		Glenerie Water Fund	1,016.46				1,016.46
East Kingston Water Fund		East Kingston Water Fund	1,001.46				1,001.46
Whittier Sewer Fund		Whittier Sewer Fund	2,345.58				2,345.58
Ulster Sewer Fund	11,771.46	Ulster Sewer Fund	50,506.57				62,278.03
Washington Ave Sewer Fund		Washington Ave Sewer Fund	1,244.57				1,244.57
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					-
E.K. Lighting District		E.K. Lighting District					-
Kraus Farm Lighting District		Kraus Farm Lighting District					-
Spring Lake Lighting District		Spring Lake Lighting District					-
Elmendorf Lighting District		Elmendorf Lighting District					-
Whittier Lighting District		Whittier Lighting District					-
Brigham Lane Water C.P.		Brigham Lane Water C.P.					-
Whittier Sewer C.P.		Whittier Sewer C.P.					-
Trust & Agency		Trust & Agency			2,900.00		2,900.00
E. King. Fire Prot. Dist.		E. King. Fire Prot. Dist.					-
Ulster Fire Dist. #5 Bond		Ulster Fire Dist. #5 Bond					-
Ulster Fire Dist. #5		Ulster Fire Dist. #5					-
GRAND TOTAL	\$ 177,592.41		\$ 446,578.39	\$	2,900.00	\$ 300.00	\$ 627,370.80

December
2016
Budget Modifications

Jan. 19, 2017

General Fund:

Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Reserve-Biddy Basketball League) Dec.2016 refereeing - Jeffery Hayner,Jr.	60.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Reserve-Biddy Basketball League) Nov.&Dec. 2016 refereeing Andrea Clausi	180.00
Modify Revenue A2705 (Gifts & Donations) and Appropriation A3120.430 (Clothing/ Cleaning) clothing grant from WalMart	1,000.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Reserve-Biddy Basketball League) Dec. 2016 refereeing Paul Remick	180.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Reserve-Softball League) water bill - Orlando St.	20.00
Modify Appropriation A7140.401 (Rec.Equip.Reserve) to be funded through A5110 (Approp.Reserve-Volleyball League) volleyball pole systems from BSN Sports	4,650.00

Highway Fund:

Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. - Oper. Funds	6,323.94
Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (Ulster Fire Dist.#1/Spring Lake)	72.84
Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (E.Kng.Vol.Fire Co.)	275.60
Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Dec. Gas Reimb. (Town of Kng. Hwy.Dept.)	730.40
Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Oct. Gas Reimb. (Ruby Fire Dist.)	117.32
Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Nov. Gas Reimb. (Ruby Fire Dist.)	83.24

December
2016
Budget Modifications

Jan. 19, 2017

Highway Fund:

Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Dec. Gas Reimb. (Ruby Fire Dist.)	109.28
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Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Dec. Gas Reimb. (Ulster Fire Dist.#1/Spring Lake)	107.24
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Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Dec. Gas Reimb. (E.Kng.Vol.Fire Co.)	304.06
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Modify Revenue D1289 (Oth. Dept. Income) and Appropriation D5142.420 (Gas & Oil) Dec. Gas Reimb. - Oper. Funds	6,013.28
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Modify Revenue D1270 (Shared Service Charges) and Appropriation D5130.422 (Equip. Maint.) reimb. For Leeboy Paver repairs from Town of Hurley	524.58
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Modify Revenue D1270 (Shared Service Charges) and Appropriation D5130.422 (Equip. Maint.) reimb. For Leeboy Paver repairs from Town of Woodstock	524.58
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**Special District:
Fire Dist.**

Modify Appropriation SF7.3410.406 (Eddyville Fire Protection Dist.-LOSAP) to be funded through SF7.5990 (Approp.Fund Bal.) to refund Bloomington Fire Co. for unexpended LOSAP funding	1,614.37
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December 2016
Budget Modification - Transfers

Jan. 19, 2017

General Fund:

Transfer From		Transfer To	
A1110.102	Court Security	A1110.101	Clerks Wages 4,002.00
A1110.402	Office Equip.	A1110.101	Clerks Wages 2,071.00
A1110.400	Court Steno	A1110.101	Clerks Wages 76.00
A1220.103	P/T Payroll Clerk	A1110.403	Office Supplies 295.00
A1220.103	P/T Payroll Clerk	A1110.404	Training/Conf. 69.00
A1220.103	P/T Payroll Clerk	A1220.100	Supervisor Salary 0.04
A1220.103	P/T Payroll Clerk	A1220.101	Secretary Salary 3,818.00
A1220.103	P/T Payroll Clerk	A1220.403	Office Supplies 222.00
A1220.103	P/T Payroll Clerk	A1220.410	Computer Tech. 17.00
A1355.102	P/T Clerk	A1355.100	Assessor Salary 3,700.00
A1355.102	P/T Clerk	A1355.101	Assessor Office Clerk 2,645.00
A1355.102	P/T Clerk	A1355.200	Equipment 59.00
A1355.102	P/T Clerk	A1355.403	Office Supplies 500.00
A1410.101	Deputy Clerk Wages	A1410.100	Town Clerk Salary 1,292.00
A1410.101	Deputy Clerk Wages	A1410.410	Computer Tech. 150.00
A1410.101	Deputy Clerk Wages	A4020.400	Reg. of Vital Statistics 3,270.00
A1420.400	Legal Fees	A1440.400	Engineering 573.00
A1670.404	Postage	A1670.414	Meter Rental 190.00
A1670.404	Postage	A1910.400	Unalloc. Insur. 3,400.00
A3120.100	Police Wages	A3120.101	Overtime Earnings 34,284.00
A3120.100	Police Wages	A3120.102	DWI - Task Force 2,255.00
A3120.100	Police Wages	A3120.103	Traffic Safety Program 710.00
A3120.100	Police Wages	A3120.104	P/T Police Wages 21,234.00
A3120.200	Equipment	A3120.201	Police Vehs. & Prep. 5,958.00
A3120.200	Equipment	A3120.432	Ammunition, Guns, Etc. 92.00
A3620.102	Clerks Wages	A3620.403	Office Supplies 121.00
A5132.408	Heat	A5132.406	Telephone 700.00
A5132.409	Repairs & Supplies	A5182.400	Lighting 2,600.00
A8010.101	Municipal Codes Off.	A8010.102	Clerks Wages 800.00
A8160.402	Tub Grinding	A8989.400	Landfill Fees-Fire Dist. 2,207.00
A9060.800	Hosp. & Dental	A9050.800	Unemployment Insur. 400.00
A9060.800	Hosp. & Dental	A9055.800	Disability Insur. 1,200.00
A9060.800	Hosp. & Dental	A1620.409	Repairs & Supplies 2,500.00
A9060.800	Hosp. & Dental	A1620.454	Maint. 7,500.00
A9060.800	Hosp. & Dental	A1440.400	Engineering 5,472.00

Highway Fund:

Transfer From		Transfer To	
D5110.420	Gas & Oil	D5110.413	Equip. Rental 443.58
D5110.420	Gas & Oil	D5130.413	Equip. Rental 395.75
D5110.420	Gas & Oil	D5130.427	Tires & Repairs 2,600.00
D5130.101	Mechanic Overtime	D5130.413	Rental 400.00
D5130.101	Mechanic Overtime	D5130.422	Equip. Maint. 900.00
D5130.101	Mechanic Overtime	D5130.427	Tires & Repairs 2,304.00
D5142.420	Gas & Oil	D5142.446	Salt 10,000.00
D9030.800	Soc. Sec.	D9030.804	Soc. Sec. 1,010.00

December 2016
Budget Modification - Transfers

Jan. 19, 2017

Ulster Water:	Transfer From	Transfer To	
	SW1.8320.400 Engineering	SW1.8320.250 Meters & Hydrants	661.00
	SW1.8320.400 Engineering	SW1.8320.409 Repairs & Supplies	50.00
	SW1.8320.403 Uniform-Cleaning	SW1.8330.430 Uniform-Cleaning	124.00
	SW1.8320.400 Engineering	SW1.8330.452 Salt	2,800.00
	SW1.8340.420 Gas & Oil	SW1.8340.420 Truck	9,251.00
	SW1.9060.800 Hosp.&Dental	SW1.9055.800 Disability Insur.	15.00
Bright Acres Water:	Transfer From	Transfer To	
	SW4.8320.250 Meters & Hydrants	SW4.8320.409 Repairs & Supplies	2,328.00
Cherry Hill Water:	Transfer From	Transfer To	
	SW5.8320.250 Meters & Hydrants	SW5.8320.455 Water Cost	1,426.00
Glenerie Water:	Transfer From	Transfer To	
	SW6.9730.700 BAN Int.	SW6.9795.700 Interfund Loan-Int.	369.00
Whittier Sewer:	Transfer From	Transfer To	
	SS1.1420.400 Legal Services	SS1.9795.700 Interfund Loan-Int.	994.00
Ulster Sewer:	Transfer From	Transfer To	
	SS2.8110.101 Overtime Wages	SS2.8110.100 Wages	5,006.00
	SS2.8110.404 Postage	SS2.8110.403 Office Supplies	23.00
	SS2.8110.404 Postage	SS2.8110.406 Telephone	33.00
	SS2.8130.421 Veh. Maint.	SS2.8130.420 Gas & Oil	1,591.00
	SS2.8130.421 Veh. Maint.	SS2.8130.454 Maint.	38.00
	SS2.9060.800 Hosp.&Dental	SS2.9055.800 Disability Insur.	82.00

Correction to the 2017 Organization
Meeting actions – Petty Cash Accounts

James E. Quigley 3rd, CPA

From: Suzanne Reavy <sreavy@townofulster.org>
Sent: Thursday, January 12, 2017 1:48 PM
To: James E. Quigley III
Cc: John Rose ; Vincent Maggione; 'Water and Sewer'
Subject: FW: Petty Cash

Please amend the petty cash list to cite the following:

Water Dept [at the Plant (\$50)] is correct
Sewer Dept AND Whittier Sewer [at each Plant (\$50 and \$25, respectively)]
are correct

Water Dept Cash Drawer - \$100.00 (remains in the Town Clerk's Office)*

*Kate does not keep cash in her office

Thank you.

ORGANIZATION MEETING
STATED \$25.00

Suzanne Reavy
Town of Ulster Town Clerk
1 Town Hall Drive
Lake Katrine, NY 12449
845-382-2455 (office)
845-336-0082 (fax)

Correction to the 2017 Fee Schedule

K. Transfer Station Fees

PERMITS:

- Per year \$50.00
- Second permit \$40.00
- Half year \$40.00 (pro-rated on a half-year basis after July 1)
- Single day \$20.00

For Town of Ulster Residents over the age of 62 only, the following fees apply

- Per year \$35.00
- Half year \$27.50 (pro-rated on a half-year basis after July 1)
- Second permit ~~\$22.50~~ \$27.50
- Single Day \$10.00

COUPONS:

- Book of Twenty \$80.00 - Add Book of 10, Book of 5
- One coupon \$ 4.00

Permits, coupon books and single coupons may be purchased with cash, check or money order at the Town Clerk's Office. Permits and coupon books may be purchased at the Transfer Station by check or money order only.

CHARGEABLE ITEMS:

REFRIGERATORS, AIR CONDITIONERS AND DEHUMIDIFIERS ARE NOT ACCEPTED.

- Appliances 5 coupons or \$ 20.00
- Bedding
 - Twin and full mattress 3 coupons or \$ 12.00
 - Box spring 3 coupons or \$ 12.00
 - Queen or larger 4 coupons or \$ 16.00
 - Box spring 4 coupons or \$ 16.00
- Couch 4 coupons or \$ 16.00
- Dresser/chest 1 coupon or \$ 4.00 per drawer space
- Folding chair 1 coupon or \$ 4.00
- Household trash 1 coupon or \$ 4.00 per 30-35 gallon bag
- Love seat 3 coupons or \$ 12.00
- Living room chair 3 coupons or \$ 12.00
- Non-upholstered chair 2 coupons or \$ 8.00
- Tires (car and pickup only) 2 coupons or \$ 8.00

BRUSH AND CLEAN LUMBER: (No commercial landscapers are permitted to dump)

- Must be 6" or less in diameter and 6' or less in length
- Pickup truck load 2 coupons or \$ 8.00
- 1-ton truck or larger 4 coupons or \$ 16.00

*See
brochure*

PROPANE GAS TANK:

- 20 pound 1 coupon or \$ 4.00

New?

Non Town of Ulster Permit Holders are required to pay the number of coupons times \$6.00 per coupon for all items above.

COMPOST (Remove if not in biodegradable paper bags)

- Grass clippings and leaves, etc. No charge

*Per Frank
Add shut off
valve must
be removed.*

THE FOLLOWING ITEMS ARE NOT ACCEPTED:

- Construction materials/debris
- Demolition materials/debris
- Hazardous waste

THE FOLLOWING ITEMS ARE ACCEPTED AT NO CHARGE (Permit required)

- Recyclable glass (only clear, green or brown)
- Bottles
- Jars
- Recyclable plastic
- Cans
- Lids
- Cardboard (MUST BE FLATTENED)
- Brown
- Gray
- Brown bags
- Magazines and junk mail
- Various types of colored printed materials
- Phone books
- Newspapers
- Electronics
- Scrap metal (MUST BE SEPARATED – STEEL/ALUMINUM/COPPER)
Metal items only (less than 2 cu.ft.)

K. Transfer Station Fees

PERMITS:

- Per year \$50.00
- Second permit \$40.00
- Half year \$40.00 (pro-rated on a half-year basis after July 1)
- Single day \$20.00

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- Per year \$35.00
- Half year \$27.50 (pro-rated on a half-year basis after July 1)
- Second permit \$27.50
- Single Day \$10.00

COUPONS:

- Book of Twenty \$80.00
- Book of Ten \$40.00
- Book of Five \$20.00
- One coupon \$ 4.00

Permits, coupon books and single coupons may be purchased with cash, check or money order at the Town Clerk's Office. **Permits and coupon books may be purchased at the Transfer Station by check or money order only.**

CHARGEABLE ITEMS:

REFRIGERATORS, AIR CONDITIONERS AND DEHUMIDIFIERS ARE NOT ACCEPTED.

- | | |
|---------------------------------------|--|
| • Appliances | 5 coupons or \$ 20.00 |
| • Bedding | |
| ◦ Twin and full mattress | 3 coupons or \$ 12.00 |
| Box spring | 3 coupons or \$ 12.00 |
| Queen or larger | 4 coupons or \$ 16.00 |
| Box spring | 4 coupons or \$ 16.00 |
| • Couch | 4 coupons or \$ 16.00 |
| • Dresser/chest | 1 coupon or \$ 4.00 per drawer space |
| • Folding chair | 1 coupon or \$ 4.00 |
| • Household trash | 1 coupon or \$ 4.00 per 30-35 gallon bag |
| • Love seat | 3 coupons or \$ 12.00 |
| • Living room chair | 3 coupons or \$ 12.00 |
| • Non-upholstered chair | 2 coupons or \$ 8.00 |
| • Tires (car and pickup <u>only</u>) | 2 coupons or \$ 8.00 |

BRUSH AND CLEAN LUMBER:

Must be 6" or less in diameter and 6' or less in length

- Pickup truck load 2 coupons or \$ 8.00
- 1-ton truck or larger 4 coupons or \$ 16.00

PROPANE GAS TANK:

- 20 pound – shut off valve must be removed 1 coupon or \$ 4.00

COMPOST (Remove if not in biodegradable paper bags)

- Grass clippings and leaves, etc. No charge

THE FOLLOWING ITEMS ARE NOT ACCEPTED:

- Construction materials/debris
- Demolition materials/debris
- Hazardous waste

THE FOLLOWING ITEMS ARE ACCEPTED AT NO CHARGE (Permit required)

- Recyclable glass (only clear, green or brown)
- Bottles
- Jars
- Recyclable plastic
- Cans
- Lids
- Cardboard (MUST BE FLATTENED)
- Brown
- Gray
- Brown bags
- Magazines and junk mail
- Various types of colored printed materials
- Phone books
- Newspapers
- Electronics
- Scrap metal (MUST BE SEPARATED – STEEL/ALUMINUM/COPPER)
Metal items only (less than 2 cu.ft.)

Presentation and Acceptance of the Town
Clerk's Monthly Report for the month of
December 2016

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	2	2.22
	Interest earned for the Month	Interest	1	3.07
	Miscellaneous Fee	Towing	4	1,000.00
	Other	Certified Marriage	6	60.00
	Police Fees	Accident Report	6	1.50
	Supervisor	Marriage License	1	17.50
	Sub-Total:			\$1,084.29
A1520	Police Fees	Fingerprints	1	10.00
		Firearm HR218	2	100.00
		FOIL - Police	2	225.00
	Sub-Total:			\$335.00
A1603	Vital Statistics Fees	Certified Death	78	780.00
Sub-Total:			\$780.00	
A2089	Senior Center	Senior Center Rental	1	100.00
Sub-Total:			\$100.00	
A2110	Supervisor	ZBA Application	1	100.00
Sub-Total:			\$100.00	
A2115	Supervisor	Site Plan Extension	1	250.60
Sub-Total:			\$250.60	
A2130	Transfer Station	Coupon	1	4.00
		Coupon (10)	24	960.00
		Coupon (20)	40	3,200.00
		Coupon (5)	10	200.00
		Misc. Dumping	91	960.00
		Resident Permit	30	1,490.00
		Senior Permits	70	2,422.50
		Senior Permits (after July 1)	1	27.50
		Sub-Total:		
A2501	Building Department	Abstract	13	1,200.00
		Abstract - Commercial	1	100.00
		Building Permit	22	6,437.00
		Business - Change of Occupancy	3	450.00
		Cert. Of Compliance	20	300.00
		Cert. Of Occupancy	5	325.00
		Demolition Permit	1	150.00
		Fire Inspection	8	1,335.23
		Fuel Burning Permit	1	100.00
	Supervisor	Sign Permit	1	360.00
Sub-Total:			\$10,757.23	
A2544	Dog Licensing	Female, Spayed	6	30.00
		Male, Neutered	12	60.00
		Male, Unneutered	2	26.00
	Sub-Total:			\$116.00

Account#	Account Description	Fee Description	Qty	Local Share
A2590	Supervisor	Drivers License	1	25.00
		License	1	100.00
		Mobile Home Park License	29	290.00
			Sub-Total:	\$415.00
			Total Local Shares Remitted:	\$23,202.12

Amount paid to: N Y S Dept Of Health 22.50 ✓

Amount paid to: NYS Ag. & Markets for spay/neuter program 24.00 ✓

Amount paid to: NYS Environmental Conservation 37.78 ✓

Total State, County & Local Revenues: \$23,286.40

Total Non-Local Revenues: \$84.28

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, Suzanne Reavy, 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.

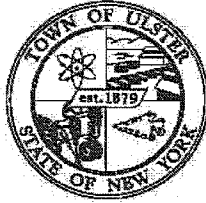
Supervisor

Date

Town Clerk

Date

Presentation and Acceptance of the
Supervisor's Monthly Report for the month
of December 2016



**Town of Ulster
Monthly Supervisor's Report
For the Month of December 2016
As of January 10, 2017**

Index

Section 1 Cash Receipts and Disbursements Report per Town Law Section 125(2)

Schedule of Cash Receipts
Schedule of Cash Disbursements

Section 2 Balance Sheets as of Month End for all Operating Funds

Section 3 Detailed Cash Listing for Month End for all Funds

Section 4 Year to Date Revenue and Expense Reports

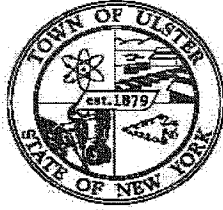
General Fund
Highway Fund
Sewer Funds
 Whittier Sewer District
 Ulster Sewer District
 Washington Ave Sewer District
Water Funds
 Ulster Water District
 Halcyon Water District
 Spring Lake Water District
 Bright Acres Water District
 Cherry Hill Water District
 Glenerie Water District
 East Kingston Water District

Certification:

I, James E. Quigley 3rd, Supervisor of the Town of Ulster, Ulster, New York do hereby certify that the information presented herein is a true and correct copy of the information contained in the accounting systems of the Town of Ulster as of January 10, 2017 for the period specified, subject to adjustment by the Annual Independent Audit Process.

James E. Quigley 3rd
James E. Quigley 3rd, Supervisor

1/10/2017
Date:



**Town of Ulster
Monthly Cash Report
For the Month of December 2016**

General Fund:

Operating:

Cash	\$ 2,286,666.78	
Petty Cash	575.00	
Subtotal		\$ 2,287,241.78

Special Reserves:

Retirement Reserve	250,578.85	
Seizure	30,777.90	
Drug Enforcement	16,807.58	
Landfill Closure	1,270,040.67	
Employee Benefit Liability	878,187.50	
Recreation Equipment & Facilities	189,523.03	
Biddy Basketball	16,046.23	
Softball League	8,361.62	
Volleyball League	6,130.22	
Junior Football	8,041.30	
Subtotal		2,674,494.90

Total General Fund - Cash \$ 4,961,736.68

Highway Fund:

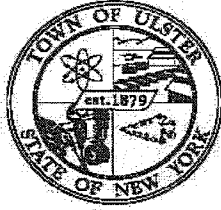
Operating:

Cash	607,786.85	
Petty Cash	100.00	
Subtotal		607,886.85

Special Reserves:

Employee Benefit Liability	191,281.05	
Equipment	13,845.49	
Fuel Dispensing System	2,079.31	
Subtotal		207,205.85

Total Highway Fund - Cash \$ 815,092.70



**Town of Ulster
Monthly Cash Report
For the Month of December 2016**

Sewer Funds:

Whittier Sewer District

Operating:

Cash	26,109.26	
Petty Cash	25.00	
Total - Whittier		<u>26,134.26</u>

Ulster Sewer District

Operating:

Cash	884,806.30	
Petty Cash	50.00	
Subtotal		<u>884,856.30</u>

Special Reserves:

Improvement Program	1,104,618.51	
Employee Benefit Liability	88,147.11	
Subtotal		<u>1,192,765.62</u>

Total - Ulster		<u>2,077,621.92</u>
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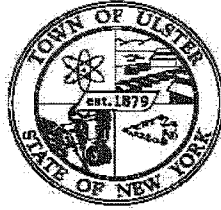
Washington Ave Sewer District

Operating:

Cash		<u>72,248.52</u>
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Total Sewer Funds - Cash

\$ 2,176,004.70



**Town of Ulster
Monthly Cash Report
For the Month of December 2016**

Water Funds:

Ulster Water District

Operating:

Cash	533,440.76	
Petty Cash	25.00	
Subtotal		533,465.76

Special Reserves:

Employee Benefit Liability	152,275.65	
Subtotal		152,275.65

Total - Ulster		685,741.41
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Halcyon Water District

Operating:

Cash		50,311.59
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Spring Lake Water District

Operating:

Cash		77,046.82
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Bright Acres Water District

Operating:

Cash		34,981.19
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Cherry Hill Water District

Operating:

Cash		66,876.34
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Glenerie Water District

Operating:

Cash		42,830.92
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East Kingston Water District

Operating:

Cash		16,968.04
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Total Water Funds - Cash		\$ 974,756.31
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Grand Total - Cash Operating Funds		\$ 8,927,590.39
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Motion to hire a full time Police Dispatcher

TOWN OF ULSTER



PERSONNEL FORM

Employee's Name : Erin E. Litts

Title: Part time Dispatcher to Full time Dispatcher

Department: Police **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 **Promotion:** _____

Wage : \$ 15.91 **License ID #:** _____

Start Date: 02/01/2017

Requested by Department Head: Lt. Berardi **Date:** 01/19/2017

Recommended by Personnel CMTE: _____ **Date:** _____

Approved by Town Board: _____ **Date:** _____

Notes:

Lt. Berardi would like to recommend moving Dispatcher Litts from a part time dispatcher to the vacant full time dispatcher position. Dispatcher Litts has been with the Ulster Police Department since August 2016 and is currently on Ulster County's Civil Service Police Dispatcher list. She brings great enthusiasm to the position and to the department.

**** Employee's Original Employment Application needs to be attached.**

Form Created 4/28/2011

Last updated 1/5/2012

Motion to hire a part time Police Officer

TOWN OF ULSTER



PERSONNEL FORM

Employee's Name : Tyler M. Crozier

Title: Police Officer

Department: Police **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 **Promotion:** _____

Wage : \$ 21.61 **License ID #:** _____

Start Date: 01/23/2017

Requested by Department Head: Lt. Berardi **Date:** 01/19/2017

Recommended by Personnel CMTE: _____ **Date:** _____

Approved by Town Board: _____ **Date:** _____

Notes:

Lt. Berardi would like to recommend hiring Tyler Crozier as a part time police officer. Tyler is currently employed as as part time Police Officer with the Town of Olive and is looking to gain more experience as a law enforcement officer.

**** Employee's Original Employment Application needs to be attached.**

Form Created 4/28/2011

Last updated 1/5/2012

Motion to authorize the Supervisor to sign
the 2017 SRO Agreement with the Kingston
Consolidated School District

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT MADE this 19th day of January, by and between the KINGSTON CITY SCHOOL DISTRICT, having its principal in place of business at 61 Crown Street, Kingston New York hereinafter the “district”) and the ULSTER POLICE DEPARTMENT, having its principal place of business at One Town Hall Drive, Lake Katrine, New York (hereinafter referred to as “Ulster Police”).

WHEREAS, pursuant to the provisions of section 119-0 of the General Municipal Law, the district and the Ulster Police are authorized to enter into the agreement described herein; and

WHEREAS, the district and the Ulster Police wish to enter into such agreement for the purpose of the Ulster Police placing a Police Officer to serve as the School Resource Officer (SRO) in The M. Clifford Miller Middle School.

WHEREAS, the district has agreed it will reimburse the Ulster Police for its expense in providing an SRO for the districts schools.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and compliance with the parties agree as follows:

The Ulster Police agree to provide to the district one (1) Police Officer to serve as a School Resource Officer (SRO) in the M. Clifford Miller Middle School. The services to be performed by the SRO include but are not limited to:

- A. Peer mediation for students to resolve conflicts.
- B. Safety instruction for student and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety, bullying.
- C. Conferences with the school personnel to assist regarding Law enforcement and crime prevention issues.
- D. Attendance at monthly meetings at the Miller Middle School, including parent meetings, School safety committees, District-wide safety committee.
- E. Attendance at meetings with community agencies and organizations that offer assistance to children and families such as mental health clinics, drug treatment centers, youth associations, etc. Where necessary, the SRO may make recommendations for referrals.
- F. Assist the building principal in developing plans and strategies to prevent and/or minimize dangerous situations in their buildings and at school sponsored events and activities.

- G. Maintain a vigilant eye and ear in the community as a preventive measure regarding possible violence in the schools and the community.
- H. Maintain a look-out for irregular occurrences in the school, such as trespassers, assaults, etc, and notifying District Personnel of any such observations.
- I. Respond to emergency situations in the school as necessary.
- J. Initiate law enforcement action as necessary and notify the building principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities at the building principal's direction.
- K. Reaffirm the role as law enforcement officer by wearing the Ulster Police uniform, unless doing so would be inappropriate for scheduled school activities. However, the uniform shall be worn at all events where it will enhance the image of the SRO and his abilities to perform duties.
- L. Performing other services for the safety and security of the students and staff, as directed by the Superintendent of Schools or Building Principal.

Under no circumstances shall an SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law.

2. This agreement shall commence as of September, 2016 and shall be effective for the duration of the 2016-2017 school year.

3. The parties agree that at all times during the term of this agreement, the Ulster Police shall be the sole employer of the SRO and the SRO shall be paid salary and benefits by the Ulster Police. The SRO shall be subject to the general administration, supervision and control of the Ulster Police, subject, however, to supervision and direction by the superintendent of schools and building principals when performing services in the district's schools or at district sponsored events and activities. The SRO shall coordinate and communicate with the building principal in the performance of the services hereunder.

4. The district agrees to pay the Ulster Police the amount of \$91,003.51 for the SRO for the duration of the 2016-17 school year, payable monthly.

5. The police officer assigned as the SRO will be mutually agreed upon by the Ulster Police and the Superintendent of Schools. The district may request the removal and replacement of the SRO in the District's Schools for failure to perform the services set forth herein in a satisfactory manner, failure to follow the District's policies and procedures or failure to serve as an appropriate role model for the district's students.

6. It is understood and agreed that the Ulster Police, in its sole discretion, shall have the authority to discharge and discipline the SRO. The Ulster Police shall indemnify and hold

harmless the Kingston City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by the SRO.

7. The SRO shall familiarize himself and shall abide by board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the board.

8. It is understood and agreed that the district shall evaluate the SRO program and the performance of the SRO. Such evaluation by the district and the Ulster Police shall be performed in order to evaluate the performance of the SRO in accordance with the department rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.

9. The Ulster Police agree to maintain at all times during the term of this agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the Kingston City School District, its officers, and employees and agents from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program.

10. The district agrees to indemnify and hold harmless the Ulster Police Department from any injuries or losses occasioned to the SRO by the negligence of the Districts employees, teachers, students or other district personnel.

11. This agreement contains the entire agreement between the parties and it shall not be modified or changed except by a writing duly authorized and executed on behalf of the district and Ulster Police.

12. This agreement shall be governed, constructed and interpreted in accordance with the laws of the state of New York.

13. Each of the signatories to this agreement warrant and represent that each has the power and authority to enter into this agreement and that the execution thereof has been authorized, respectively, by the Ulster Police Department and the Kingston City School District.

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto.

THE KINGSTON CITY SCHOOL DISTRICT

DR. PAUL J. PADALINO
SUPERINTENDENT OF SCHOOLS

TOWN OF ULSTER

JAMES E. QUIGLEY 3rd
SUPERVISOR

KYLE S. BERARDI
LIEUTENANT / OFFICER IN CHARGE

Motion to authorize payment application #5
from Leo Boice and Sons for project TU-16,
Brigham Lane Water Capital Project in the
amount of \$107,202.67

DENNIS M. LARIOS, P.E.
Lic. No. 58747

CHRISTOPHER J. ZELL, L.L.S.
Lic. No. 49629

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
67 MAIDEN LANE
KINGSTON, NEW YORK 12401
—
TELEPHONE (845) 338-7622
FAX (845) 338-7660

DESIGN
REPORTS
SUPERVISION
CONSULTING SERVICES

SUBDIVISIONS
TITLE SURVEYS
TOPOGRAPHIC SURVEYS

January 9, 2017

Mr. James E. Quigley 3rd, Supervisor
Town of Ulster
Town Hall
Lake Katrine, New York 12449



RE: Payment Estimate No. 5
Contract No. TU-161
Brigham Lane Water Extension
Ulster Water District
Town of Ulster

Dear Supervisor Quigley:

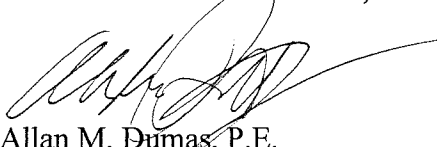
We hereby certify that the work, as per attached Contractor's Payment Estimate No. 5, has been completed in substantial conformance with the Contract Plans and Specifications and the amount of \$107,202.67 is now due and owing to Leo Boice and Sons, Inc. of Kingston, New York.

Also enclosed please find certified payrolls for your files.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BRINNIER AND LARIOS, P.C.



Allan M. Dumas, P.E.
Sr. Project Engineer

AMD/prl
Enclosures
cc: Leo Boice & Sons, Inc.

Motion to authorize payment application #6
from Leo Boice and Sons for project TU-16,
Brigham Lane Water Capital Project in the
amount of \$15,103.80

DENNIS M. LARIOS, P.E.
Lic. No. 58747

CHRISTOPHER J. ZELL, L.L.S.
Lic. No. 49629

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
67 MAIDEN LANE
KINGSTON, NEW YORK 12401
-
TELEPHONE (845) 338-7622
FAX (845) 338-7660

DESIGN
REPORTS
SUPERVISION
CONSULTING SERVICES

SUBDIVISIONS
TITLE SURVEYS
TOPOGRAPHIC SURVEYS

January 9, 2017



Mr. James E. Quigley 3rd, Supervisor
Town of Ulster
Town Hall
Lake Katrine, New York 12449

RE: Payment Estimate No. 6
Contract No. TU-161
Brigham Lane Water Extension
Ulster Water District
Town of Ulster


Dear Supervisor Quigley:

We hereby certify that the work, as per attached Contractor's Payment Estimate No. 6-Release of a Portion of Retainage, has been completed in substantial conformance with the Contract Plans and Specifications and the amount of \$15,103.80 is now due and owing to Leo Boice and Sons, Inc. of Kingston, New York.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BRINNIER AND LARIOS, P.C.


Allan M. Dumas, P.E.
Sr. Project Engineer

AMD/prl
Enclosures
cc: Leo Boice & Sons, Inc.

Motion to authorize the Supervisor to sign
the form of the License Agreement with
County Waste and Recycling for a portion
of the Town owned land at 901 Miron Lane

LICENSE AGREEMENT

THIS AGREEMENT entered into this _____ day of January, 2017, by and between the **TOWN OF ULSTER** (hereinafter called "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 1 Town Hall Drive, Lake Katrine, NY 12449, party of the first part, and **COUNTY WASTE AND RECYCLING SERVICE, INC.** (hereinafter called "County Waste"), a domestic business corporation organized and existing under and by virtue of the laws of the State of New York, with offices and principal place of business at 465 Ross Ruland Road, South Cairo, NY 12482, party of the second part.

WITNESSETH, that the Town and County Waste, for the consideration hereinafter named, do hereby mutually agree as follows:

1. The Town hereby gives and grants to County Waste, and County Waste hereby accepts from the Town, a revocable license to use a portion of the Town of Ulster Transfer Station, located at 901 Miron Lane, Kingston, NY 12401 (and identified on the tax map of Ulster County as SBL: 48.12-1-21.100) for the purpose of storing empty containers. The space to be occupied by County Waste pursuant to this Agreement is hereinafter referred to as the Licensed Premises and shall be further described in Exhibit "A" attached hereto. All of the foregoing shall be subject to the terms and conditions of this Agreement.

In consideration for providing an area at the Town of Ulster Transfer Station for the storage of empty containers, County Waste shall, at no cost or fees to the Town:

- a. provide year-round commercial waste collection services at Town of Ulster Town Hall, located at -1 Town Hall Drive, Lake Katrine, NY 12449 with (2) two yard containers (1 MSW and 1 commingled recycling);
- b. provide seasonal commercial waste collection services at Robert Post Park, Park Road, Kingston, NY 12401 with ~~two~~ (1) eight yard containers ~~(1 MSW and 1 commingled recycling);~~ and
- c. accept the Town's mixed recyclables at the 465 Ross Ruland Road, South Cairo, NY 12482 transfer station operated by County Waste. Transport to be provided by the Town.

2. This Agreement shall be effective upon execution by both parties and shall continue indefinitely; provided, however, that either party may terminate the Agreement by delivery (by mail or by personal service) to the other party (at its address stated hereinabove) of a written notice of its intention to terminate the said revocable license sixty (60) days after the delivery of said notice.

This License Agreement shall not be deemed to be a conveyance or lease of real property within the meaning of subdivision 2 of section 64 of the Town Law of the State of New York.

3. The Licensed Premises shall be used, occupied, operated, maintained, and repaired, so as to be in compliance with all applicable United States of America, New York State, County of Ulster, and Town of Ulster local laws, ordinances, resolutions, codes, rules, and regulations.

4. County Waste shall take out and maintain during the term of this Agreement such liability and property damage insurance as shall protect Town from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows:

A single limit policy in the amount of at least \$1,000,000.00 for death or bodily injury and property damage liability claims, blanket contractual liability, broad form property damage liability and fire legal liability. County Waste shall furnish a copy of the above-described insurance policy(ies) (or a certificate showing the issuance thereof) to the Town and shall also name the Town as the additional insured in said policy(ies). Alternatively, County Waste

may provide proof of such insurance coverage by furnishing to the Town a certificate of self-insurance.

County Waste shall also provide the Town an insurance certificate indicating Workmen's Compensation and Disability Insurance coverage for County Waste's employees.

5. County Waste agrees to reimburse Town for any and all damages or injury to any real property or personal property of Town that may arise, directly or indirectly, from the negligence, acts or omissions of County Waste, or any of County Waste's officers, agents, or employees.

6. County Waste agrees that County Waste will defend, indemnify, and save harmless Town of and from any and all suits, claims, judgments, liability, actions, or causes of action (hereinafter collectively referred to as "Claims") of every name and description brought against Town for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of County Waste, or any of County Waste's officers, agents, employees, boards, commissions, or departments and arising from the County Waste's use of this ~~License Agreement-Licensed Premises~~. Nothing herein shall be deemed to require County Waste to indemnify the Town in the event of any Claims arising from the sole negligence of the Town. Town agrees that Town will defend, indemnify, and save harmless County Waste of and from any and all Claims of every name and description brought against County Waste for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of Town or any of the Town's officers, agents or employees and arising during County Waste's use of this ~~License Agreement-Licensed Premises~~. However, nothing herein shall be deemed to require the Town to indemnify County Waste in the event of any Claims arising from the sole negligence of County Waste.

7. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

8. The revocable license granted herein

- (a) is not a conveyance of real property,
- (b) is not intended to grant or convey to County Waste the exclusive use of the land or building on which the empty containers are to be located,
- (c) is granted subject to grants, conveyances, easements, and rights-of way heretofore made to others, and
- (d) is granted subject to the right (which the Town hereby reserves) of the Town
 - (i) to use and enjoy the lands and building within the boundaries of the property described in Exhibit "A" in any manner that does not unreasonably interfere with the right herein granted to the County Waste, and
 - (ii) to grant and convey easements and rights-of-way to other over, across, under, and through the lands and buildings of the Town.

9. The Town reserves the right, exercisable at any time or from time to time, to relocate or cause County Waste to relocate its empty containers to another suitable location on the Town's property. Any such relocation shall be at County Waste's expense.

10. County Waste shall, at its own cost and expense, clean the Licensed Premises, if needed, after use by County Waste, and (in consultation with the Town) make any repairs for damages County Waste causes.

11. Exercising the right herein granted, County Waste, during the term of this License Agreement

- (a) shall not prevent or block vehicular or pedestrian ingress or egress on or over the Town's Transfer Station or any other Town property,
- (b) shall not interfere with the activities or operations of the Town, the Town Board, the Town Justices, or any other Town officer or employees, and

12. The provisions of Paragraphs 5 and 6 of this Agreement shall survive any termination of the revocable license or of this Agreement.

COUNTY WASTE AND RECYCLING SERVICE, INC.

By: _____

TOWN OF ULSTER

By: James E. Quigley 3rd, Town Supervisor

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Motion to authorize the Town Clerk to advertise Request for Proposal legal notices for 1) Administrative Services and 2) Legal Services (if required) for NYS CDBG Project #159PR163-16, Katrine Lane Sewer Extension, due at 3:30 pm on February 13, 2017 at the office of the Town Clerk

Presentation for future consideration of the
Termination and Transfer Agreement of the
Lakeview Avenue Private Water Line

**TERMINATION AND TRANSFER AGREEMENT BETWEEN
LAKEVIEW AVENUE PROPERTY OWNERS AND
THE TOWN OF ULSTER O/B/O SPRING LAKE WATER DISTRICT**

THIS AGREEMENT entered into this _____ day of February, 2017, by and between the **TOWN OF ULSTER** (hereinafter called "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 1 Town Hall Drive, Lake Katrine, NY 12449, party of the first part, and

JONATHAN BEEVER and TRICIA KELLER, residing at 45 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 54.22-4-17)

JOHN V. GRUBE, residing at 37 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 56.22-4-18)

DONALD McGOWAN, residing at 32 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 56.22-4-23)

THOMAS DINGMAN and MARGARET DINGMAN, residing at 20 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 56.22-4-23)

CHRISTOPHER FOREST, residing at 50 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 56.22-4-25) and

BRIAN CABLE and KAREN RUMSEY, residing at 25 Lakeview Avenue, Kingston, NY 12401 (owner of SBL: 56.22-4-19), (hereinafter called "Owners"), party of the second part.

WITNESSETH, that the Town and Owners, for the consideration hereinafter named, do hereby mutually agree as follows:

1. Owners and/or their predecessors in title entered into an Agreement dated September 6, 1979 for the construction of a private water line to be served by the Town o/b/o Spring Lake Water District to deliver potable water to the properties owned by Owners and/or their predecessors in title.
2. Said Agreement was for a term of forty (40) years, and upon information and belief, said Agreement was not recorded in the office of the Ulster County Clerk.
3. Said Agreement required Owners and/or their predecessors in title to be responsible for the operation and maintenance of said private water line that is located, upon information and belief, in the town right-of-way along or immediately adjacent to Lakeview Avenue.
4. The parties hereby agree that the Agreement dated September 6, 1979 is hereby terminated effective April 1, 2017.
5. The Town reserves the right to include the Owners' property located on Lakeview avenue in the Spring Lake Water District if/when said District is expanded. If the Town, acting pursuant to Article 12 of the Town Law, determines to extend the boundaries of an improvement area or district to include Owners' property, Owner shall execute an

irrevocable petition to the effect that Owners' property can be made part of any proposed future extension of the Spring Lake Water District. If Owners decline or refuse, such omission shall be deemed a material breach of this Agreement. If the Town, pursuant to Article 12A of the Town Law, determines to extend the boundaries of an improvement area or improvement district to include Owners' property, Owners will not take any action to oppose the Town's actions. Owners' failure to honor this forbearance and waiver shall be deemed a material breach of this Agreement.

6. Owners hereby transfer all ownership of said private water line that is located, upon information and belief, in the town right-of-way along or immediately adjacent to Lakeview Avenue to the Town of Ulster o/b/o Spring Lake Water District, for public use, as a town water line. This transfer shall be irrevocable and shall run with the land and shall bind the successors and assigns of Owners.
7. Town hereby agrees to maintain and operate said water line from the date this agreement is fully executed and approved by the Town Board of the Town of Ulster.
8. Owners shall continue to be billed as out-of-district customers until such time as Owners' property is included in the Spring Lake Water District.

JONATHAN BEEVER

TRICIA KELLER

JOHN V. GRUBE

DONALD McGOWAN

THOMAS DINGMAN

MARGARET DINGMAN

CHRISTOPHER FOREST

BRIAN CABLE

KAREN RUMSEY

TOWN OF ULSTER o/b/o Spring Lake Water District

By: James E. Quigley 3rd, Town Supervisor

Presentation for future consideration of the
Intermunicipal Agreement – Police Services
between the Town of Ulster and the
City of Kingston

INTERMUNICIPAL AGREEMENT POLICE SERVICES

This agreement is made this ____ day of _____, 2016February, 2017, between the Town of Ulster, a municipal corporation with its principal place of business at 1 Town Hall Drive, Lake Katrine, NY 12449, and the City of Kingston, a municipal corporation with its principle place of business at the Kingston City Hall, 420 Broadway, Kingston, NY 12401.

RECITALS

WHEREAS, Section 119-00 of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the General Municipal Law further provides that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill such service, and personnel assigned to a joint service shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the Town of Ulster's geographical borders surround the City of Kingston on three (3) sides, and both municipal corporations are located within the County of Ulster, and both municipal corporations employ their own police departments which currently provide police services exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis or for specialized assignments;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the City of Kingston Police Department and the Town of Ulster Police Department and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML § 209-m to request

- assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services;
 4. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;
 5. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement; and
 6. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel.
 7. Provide for the possibility of obtaining and maintaining shared equipment.

ARTICLE TWO

Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the parties during those times of both:

1. Emergency, and
2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request. Examples of this type of situation would include but not be limited to:
 - Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the police officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
 - Response of officer(s) of one party into the other parties' jurisdiction to provide backup for police officers on or responding to calls which would require a two officer response, and only one officer of the requesting party is available;
 - Conducting joint investigations, tactical incident responses and executions of warrants;
 - Conducting joint training and development of policies and procedures. With the goal of the latter function to pursue joint accreditation or certification;
 - Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency; and
 - Sharing of personnel, equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages.

Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the police officers of both parties while working their pre-scheduled shift.

ARTICLE THREE Power and Authorization

Each party authorizes the police officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should come through the respective Police Chief, or his designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place either party under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.
3. Pursuant to GML Sections § 119-n(c) and § 119-o, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest. Specifically, police officers of the City of Kingston Police Department and Town of Ulster Police Department shall have the same powers as do the police officers of either jurisdiction, when acting pursuant to this Agreement.

ARTICLE FOUR Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in

charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Further, each party authorizes the respective Police Chief, or his designee, to prearrange training exercises and programs, as well as temporary assignment of police officers and/or equipment to another law enforcement agency for training, response or investigatory purposes.

ARTICLE FIVE Compensation and Expenses

All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML § 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML § 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief and respective municipal board.

ARTICLE SIX Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney

fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of mutual aid operations.

Each party to this Agreement shall provide their own professional liability insurance coverage, worker's compensation coverage, and general liability coverage for the benefit of the members of their individual departments.

ARTICLE SEVEN Rules and Regulations

The Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

ARTICLE EIGHT Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult and cooperate with each other to insure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE NINE Administration

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board.

No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN Approval, Duration and Termination

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-~~00~~ of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 201~~6~~7. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 20~~—~~18. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

TOWN OF ULSTER

KINGSTON

CITY OF

By:

By:

James E. Quigley 3rd

Steve Noble

Town Supervisor

Mayor

Date:

Date: