

**TOWN BOARD MEETING  
March 23, 2016**

A regularly scheduled Town Board Meeting was held on Wednesday, March 23, 2016 in the Town Hall 284 Broadway Ulster Park, New York at 7:30 PM with the following persons in attendance:

**Supervisor Diane McCord  
Councilperson Gloria Van Vliet  
Councilperson Wayne Freer  
Councilperson Kyle Barnett - Absent  
Councilperson Leslie Kalmus**

**Administrative Recorder: Holly A. Netter, Town Clerk**

Supervisor Diane McCord called the meeting to order at 7:38 PM.

**PLEDGE**

**PUBLIC COMMENT – NONE**

**SUPERVISOR ANNOUNCEMENTS**

Supervisor McCord announced Councilperson Barnett was not with us this evening because he and his wife were blessed earlier today with a Baby Boy named Harrison at 8:56 am. Harrison was 7.46 lbs and 20 in long.

Several months ago the Town Board adopted a memorializing resolution in opposition of the Pilgrim Pipe line. Supervisor McCord announced there will be a rally on April 5, 2016 11:30 am–2:30 pm at East Capital Park Albany NY. They will march to DEC headquarters. Supervisor McCord encouraged participation.

Supervisor McCord also read a letter from the Klyne Museum trustees who are charged with the duty of protecting our history and the Perrine’s Bridge. The Trustees voted unanimously on March 12<sup>th</sup> to declare their objection of any disturbance to the Perrine’s Bridge or the area around it by the Pilgrim Pipeline. The full letter is available for review.

Reminder that the Eddyville bridge will be under construction March – November. Only one lane of traffic will be allowed to cross at a time.

**EXECUTIVE SESSION – KRISTIN MCDERMOTT**

**A MOTION WAS MADE BY SUPERVISOR DIANE MCCORD TO ENTER INTO THE EXECUTIVE SESSION AT 7:45PM FOR THE PURPOSE OF INTERVIEWING FOR A POSITION AS ASSESSMENT FIELD WORKER IN THE ASSESSORS OFFICE. KRISTIN MCDERMOTT WAS INVITED IN TO THE SESSION. THE MOTION WAS SECONDED BY LESLIE KALMUS. ALL MEMBERS PRESENT WERE IN FAVOR. MOTION CARRIED.**

**A MOTION WAS MADE BY COUNCILPERSON WAYNE FREER TO COME OUT OF EXECUTIVE SESSION AT 7:52 PM AND WAS SECONDED BY SUPERVISOR DIANE MCCORD. ALL MEMBERS PRESENT WERE IN FAVOR, MOTION CARRIED.**

**A MOTION WAS MADE BY COUNCILPERSON WAYNE FREER TO HIRE KRISTIN MCDERMOTT TO REPLACE EDITH GLENN, ASSESSMENT FIELD WORKER \$13.00 PER HOUR. THE MOTION WAS SECONDED BY SUPERVISOR DIANE MCCORD . ALL MEMBERS PRESENT WERE IN FAVOR MOTION CARRIED.**

Edie Glenn will retire April 15, 2016. Kristin will start April 4<sup>th</sup> and will train with Edie 2 days a week, for two weeks.

**RESOLUTION OF THE TOWN BOARD**  
**OF THE TOWN OF ESOPUS**  
**APPROVING THE HIRING OF A SPECIAL PROSECUTOR**  
**FOR THE PURPOSES OF ESOPUS TOWN COURT**

**WHEREAS**, by the Town Board of the Town of Esopus, in the County of Ulster, as follows:

**WHEREAS**, the Town of Esopus has a vacancy for a Special Prosecutor to handle all infractions Vehicle and Traffic cases in Town Court and Town Code violations

**THEREFORE BE IT RESOLVED**, the Town Board of the Town of Esopus hires Matthew M. Jankowski, Esq. at a rate of \$150.00 per hour. Hours will be set by each of the Town of Esopus Justices.

Resolution offered by: Supervisor Diane McCord  
Resolution seconded by: Councilperson Leslie Kalmus

Councilperson Gloria VanVliet	AYE
Councilperson Wayne Freer	AYE
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE
Councilperson Kyle Barnett	Absent

**TOWN OF ESOPUS RESOLUTION AUTHORIZING  
Supervisor Diane McCord to Hire Council to Represent the Town**

**CHRISTOPHER A. COLE AND REHABILITATION SUPPORT SERVICES, INC. V. TOWN OF ESOPUS BUILDING INSPECTOR AND ZONING ENFORCEMENT OFFICER TIMOTHY KEEFE, AND THE TOWN OF ESOPUS ZONING BOARD OF APPEALS, INDEX #1158-16 AND Rehabilitation Support Services, Inc v. Town of Esopus and the Town of Esopus Zoning Board of Appeals Civil Action # 1;16- cv -307 (GTS/DJS)**

**BE IT RESOLVED**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York the following:

**WHEREAS**, the Town of Esopus received a Notice of Petition from Christopher A. Cole and Rehabilitation Support Services, Inc. vs Town of Esopus Building Inspector and Zoning Enforcement officer Timothy Keefe, and the Town of Esopus Zoning Board of Appeals, and

**Whereas**, the Town of Esopus was served a second summons in a Civil Action from Rehabilitation Support Services, Inc v. Town of Esopus and the Zoning Board of Appeals, and

**Whereas**, our Town Attorney Paul Kellar no longer practices in the United State District for the Northern District of New York and

**Whereas**, the two cases are intertwined and require a single law firm that practices in both courts and,

**Whereas**, Paul Kellar is unable to represent the Town in both Courts and has made the recommendation to seek such a law firm,

**THEREFORE, BE IT RESOLVED**, that the Town of Esopus Town Board authorizes Supervisor Diane McCord to hire a law firm to represent the Town with the maximum hourly rate of \$ 350.

**Resolution offered by:** Councilperson Leslie Kalmus  
**Resolution seconded by:** Councilperson Gloria VanVliet

Councilperson Gloria Van Vliet	AYE
Councilperson Wayne Freer	AYE
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE
Councilperson Kyle Barnett	Absent

**TOWN OF ESOPUS RESOLUTION**  
**AUTHORIZING THE SUPERVISOR TO SOLICIT A RETAINER**  
**WITH MATTHEW RYAN, ESQ. TO REPRESENT THE TOWN**  
**IN UNION NEGOTIATIONS**

**BE IT RESOLVED**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York the following:

**WHEREAS**, the Town of Esopus will hire Matthew Ryan to proceed with union negotiations,

**THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Esopus authorizes the Supervisor to retain Jim Roemer-Wallens & Mineauz, LLP, Matthew Ryan to represent the Town in this matter at a maximum rate of \$300 per hour.

**Resolution offered by:** Councilperson Wayne Freer  
**Resolution seconded by:** Councilperson Leslie Kalmus

Councilperson Gloria VanVliet	AYE
Councilperson Wayne Freer	AYE
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE
Councilperson Kyle Barnett	Absent

**TOWN OF ESOPUS RESOLUTION**  
**TO HIRE LIBERTA BROTHERS, INC.**  
**FOR A FIVE DAY OPERATION OF**  
**TOWN OF ESOPUS TRANSFER STATION**

**Be it Resolved**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York, as follows,

**Whereas, Leonard Liberta, Liberta Brothers, Inc., Pine Plains, New York, was low bidder of RFP held on February 1, 2016,**

**Whereas**, the Town Transfer Station, 70 West Shore Drive, West Park, New York will be operated on a five day schedule,

**Whereas**, the Term of Agreement between the Town of Esopus and Liberta Brothers, Inc., shall be for a one-year period, which will be effective May 1, 2016 – April 30, 2017

**Therefore, Be it Resolved,** the Town of Esopus Town Board shall Hire Leonard Liberta, Liberta Brothers Inc., for the operation of the Town of Esopus Transfer Station, five (5) days per week, in the amount of \$72,000 for a one year term.

**Resolution offered by:** Councilperson Leslie Kalmus  
**Resolution seconded by:** Supervisor Diane McCord

Councilperson Gloria VanVliet	AYE
Councilperson Wayne Freer	NO
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE
Councilperson Kyle Barnett	Absent

**Vote 3 - 1 resolution passed**

**TOWN OF ESOPUS RESOLUTION  
TO ACCEPT THE MAINTENANCE SERVICES AGREEMENT  
FROM TECHNICAL BUILDING SERVICES, INC. (TBS)**

**Be it Resolved,** by the Town Board of the Town of Esopus, in the County of Ulster, State of New York, as follows,

**Whereas,** the service agreement shall begin on the 1<sup>st</sup> day of April, 2016 and shall continue for a period of 3 year(s) and from year to year thereafter until terminated.

1. The Building Automation PM and Mechanical PM will be performed for the amount of \$10,632.00 for 3 years.
2. The RC Studio 2.0 hardware, labor, install and training in the amount of \$7,398.42

**Therefore, Be it Resolved,** the Town of Esopus Town Board accepts the Maintenance Services Agreement and RC Studio 2.0 install and training to be performed by Technical Building Services, Inc.

**Resolution offered by:** Councilperson Wayne Freer  
**Resolution seconded by:** Councilperson Gloria VanVliet

Councilperson Gloria Van Vliet	AYE
Councilperson Wayne Freer	AYE
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE
Councilperson Kyle Barnett	Absent

**TOWN OF ESOPUS  
RESOLUTION TO PURCHASE SWEEPER  
FOR HIGHWAY DEPARTMENT**

**Be it Resolved**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York the following:

**Whereas**, our Highway Superintendent, Michael Cafaldo, has submitted a request to purchase a New Stewart - Amos Galaxy R6 XL Regenerative Air Sweeper mounted to a New 2016 Freightliner M2 106.  
**Total Purchase Price: \$201,068.00**

**PAYMENT TERMS – 72 months OR 6 YEAR TERM  
LEASE.....\$36,332.00 Per Year**

**THEREFORE, BE IT RESOLVED**, that the Town of Esopus Town Board authorizes the purchase of the New Stewart - Amos Galaxy R6 XL Regenerative Air Sweeper mounted to a New 2016 Freightliner M2 106 requested for the Town of Esopus Highway Department.

**Resolution offered by: Councilperson Wayne Freer  
Resolution seconded by: Councilperson Leslie Kalmus**

**Councilperson Wayne Freer    AYE  
Councilperson Gloria VanVliet    AYE  
Councilperson Kyle W. Barnett    ABSENT  
Councilperson Leslie Kalmus    AYE  
Supervisor Diane L. McCord    AYE**

Having a street sweeper is not a luxury; the State mandates the roads be swept annually. The equipment is due the middle of April and sweeping will begin upon receipt of the new Sweeper.

**POKONOIE RD – TABLED**

**The town has been maintaining and plowing the road for years but it was not properly dedicated to the Town.**

**A MOTION WAS MADE BY COUNCILPERSON FREER TO TABLE THE RESOLUTION DEDICATING POKONOIE ROAD UNTIL MAPS ARE SEEN AND QUESTIONS ARE ANSWERED FROM THE HIGHWAY SUPERINTENDENT. MOTION WAS SECONDED BY LESLIE KALMUS. ALL MEMBERS PRESENT WERE IN FAVOR.**

**THE TOPIC WILL BE TABLED UNTIL THE WORKSHOP MEETING IN APRIL.**

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF ESOPUS**  
**AUTHORIZING ATTORNEY TO PROCEED TO**  
**HEARING ON THE DOG COMPLAINT**

**Be it Resolved**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York the following:

**Whereas**, the Town Board of the Town of Esopus has received and reviewed the proposed Order and Judgment in Settlement on Consent in the above referenced matter,

**Whereas**, dog owner Vivian Villegas has reneged on the original settlement approved by the Board,

**Therefore, Be it Resolved**, that the Town of Esopus Town Board authorizes DiStasi, Moriello & Murphy, Sean Murphy, Esq., to proceed to Order and Judgment in Settlement on Consent and such documents as necessary to effect settlement of this case on behalf of the Town of Esopus and to have said documents filed.

**Resolution offered by:** Supervisor Diane McCord  
**Seconded by:** Councilperson Wayne Freer

Councilperson Wayne Freer	AYE
Councilperson Gloria VanVliet	AYE
Councilperson Kyle W. Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE

**TOWN OF ESOPUS**  
**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR**  
**TO SIGN FOR TOWN INSURANCE COVERAGE FOR DATA BREACH**

**BE IT RESOLVED**, by the Town Board of the Town of Esopus, in the County of Ulster, State of New York the following:

**WHEREAS**, the Town Board of the Town of Esopus has made an agreement with New York Municipal Insurance Reciprocal (NYMIR) to add Coverage Endorsement Data Breach Form to the insurance Policy.

**THEREFORE, BE IT RESOLVED**, that the Town of Esopus Town Board authorizes the Town Supervisor, Diane L. McCord to execute the Agreements list above on behalf of the Town of Esopus at a cost of \$627.00.

**Resolution offered by:** Councilperson Wayne Freer  
**Seconded by:** Councilperson Gloria Van Vliet

Councilperson Wayne Freer	AYE
Councilperson Gloria VanVliet	AYE
Councilperson Kyle W. Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE

**TOWN OF ESOPUS**  
**RESOLUTION AUTHORIZING**  
**DEPARTMENT OF TRANSPORTATION STATE OF NEW YORK**  
**TO INSTALL PEDESTRIAN CROSSWALK SIGNS**  
**AT ALL TOWN CROSSWALKS.**

**BE IT RESOLVED**, by the Town of Esopus, in the County of Ulster, State of New York the following:

**WHEREAS**, the Town Board of the Town of Esopus has approved the installation of crosswalk signage at all Town of Esopus crosswalk areas by the Department of Transportation State of New York.

**THEREFORE , BE IT RESOLVED**, that the Town of Esopus Town Board authorizes the Town Supervisor, Diane McCord, to request the Department of Transportation of the State of New York to install pole – mounted crosswalk signage on State Route 9W on behalf of the Town of Esopus.

**Resolution offered by:** Councilperson Gloria Van Vliet  
**Seconded by:** Councilperson Wayne Freer

Councilperson Wayne Freer	AYE
Councilperson Gloria VanVliet	AYE
Councilperson Kyle W. Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE

Councilperson Freer added he prefers the stands that are in the crosswalks however, they are frequently run over and are expensive to replace. The numerous large signs that will be within a short distance will hopefully not draw away from the beauty of the business district.

Councilperson Van Vliet said people are often traveling over 30 mph on Broadway and do not stop for pedestrians. People need to be educated more about the State law of stopping for pedestrians in the crosswalks. Sheriff and State Police will be asked to help enforce the law when they are in the area.

**TOWN OF ESOPUS  
CONTRACT OF SHARED SERVICES**

Resolution authorizing the Chief Executive Officer to sign an agreement on behalf of the Town which authorizes the Superintendent to directly contract with the Superintendents or persons holding similar public office in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting of machinery and equipment, including the operators thereof, for the purpose of aiding the Superintendent in the performance of his/her duties.

**WHEREAS**, all municipalities, including the Town of Esopus have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

**WHEREAS**, all municipalities, including the Town of Esopus, have the power and authority to borrow or lend materials and supplies to other municipalities, and

**WHEREAS**, it is hereby determined that the Town and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

**WHEREAS**, it is determined that the Town and other municipalities often have materials and supplies on hand which are not immediately needed, and

**WHEREAS**, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Town and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

**WHEREAS**, it is recognized and determined, from a practical working arrangement, that no program of borrowing, leasing or renting of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session, and

**WHEREAS**, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

**WHEREAS**, it is the intent of this Town Board to give the Superintendent the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual agreement, and

**WHEREAS**, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

**WHEREAS**, it is hereby determined that it will be in the best interest of the Town to be a party to such an agreement,

**NOW THEREFORE BE IT RESOLVED** that the Chief Executive Officer of the Town of Esopus is hereby authorized to sign on behalf of the Town, the following contract:

### **CONTRACT OF SHARED SERVICES**

1. For the purposes of this contract, the following terms shall be defined as follows:

a. "Designated Filing Agent" shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities.

b. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

c. "Contract" shall mean the text of this agreement which is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive Officer had signed each individual contract.

d. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

i. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

iii. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service of equal value in exchange.

e. "Superintendent" shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county

superintendents of highways; in the case of a town, "superintendent" shall mean the town superintendent of highways; in the case of a village, "superintendent" shall mean the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has filed a similar contract in the office of the designated filing agent and which has sent a notice of such filing to the officer signing this agreement and the Superintendent of the Town of Esopus.

3. The undersigned municipality by this agreement grants unto the Superintendent the authority to enter into any shared service agreement with any other municipality or other municipalities subject to the following terms and conditions:

a. The Town of Esopus agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town. The determination as to whether such machinery, with or without operators, is needed by the Town shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Superintendents.

b. The Town of Esopus agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the interests of the Town of Esopus to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Esopus by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by mutual agreement of the respective Superintendents.

c. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

e. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service, shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum.

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in e of section 3 of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

11. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by paragraph 1 of this contract, within the definition of "Municipality". Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

13. A record of all transactions that have taken place as a result of the Town participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semi-annually on or before the first day of June and on or before the first day of December of each year following the filing of the contract with the designated filing agent, unless the town Board requests the submission of records at different times and dates.

14. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid proportion so modified or eliminated.

15. This contract shall be reviewed each year by the Town Board and shall expire five years from the date of its signing by the Chief Executive Officer. The Town Board may extend or renew this contract at the termination thereof for another five year period.

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the designated filing agent and with the chief executive officer of the following municipalities:  
Ulster County and all Towns within Ulster County:

<b>Resolution offered by:</b>	<b>Councilperson Gloria Van Vliet</b>
<b>Resolution seconded by:</b>	<b>Councilperson Les Kalmus</b>
	<b>Councilperson Wayne Freer     AYE</b>
	<b>Councilperson Gloria VanVliet   AYE</b>
	<b>Councilperson Kyle W. Barnett   ABSENT</b>
	<b>Councilperson Leslie Kalmus     AYE</b>
	<b>Supervisor Diane L. McCord     AYE</b>

**TOWN OF ESOPUS MEMORIALIZING RESOLUTION**  
**IN EXTENDING THE 2011 SALES TAX AGREEMENT**  
**BETWEEN THE COUNTY OF ULSTER AND THE CITY OF KINGSTON**  
**FOR AN ADDITIONAL FIVE YEAR TERM**

**Date: March 23, 2016**

WHEREAS, by agreement dated October 10, 2010, the City of Kingston and the County of Ulster entered into a Sales Tax Sharing Agreement (the "Agreement"), which provided for the County of Ulster imposing a county-wide sales tax, the City of Kingston refraining from imposing a sales tax, and for the net proceeds of the sales tax to be shared between the following municipal entities:

1. County of Ulster – 85%
2. City of Kingston – 11.5%
3. Towns and Villages (distributed based upon full valuation) – 3%; and

WHEREAS, said Agreement was to be in place for the period from March 1, 2011 to February 29, 2016; and

WHEREAS, the Town of Esopus projects a sales tax distribution of approximately \$43,254,621 for the County FY 2016 based upon the Agreement’s distribution percentages; and

WHEREAS, Ulster County Government has proposed cutting the portion of the net sales tax revenue that is allocated to the Towns from 3% to 2%; and

WHEREAS, such a cut would have a severe impact on the Town of Esopus’s finances, and could potentially result in the elimination of public services currently provided by the Town; and

WHEREAS, it is in the best interest of the Town of Esopus that the current Agreement, which expires on February 29, 2016, be extended, in an unmodified form, for an additional five year period; and

WHEREAS, such extension of the Agreement would provided financial stability to the Town of Esopus, as well as to all other municipal entities located in Ulster County, now therefore, be it

RESOLVED, that the Town of Esopus Town Board requests that the City of Kingston and the County of Ulster reach an agreement to extend the 2010 Sales Tax Sharing Agreement, which is set to expire on February 29, 2016, for an additional five year period, in an unmodified form; and be it further

RESOLVED, that the Town of Esopus Town Board calls upon its elected Ulster County Legislator, Carl Belfiglio, to support extending the 2010 Sales Tax Sharing Agreement for an additional five year period, in an unmodified form, and be it further

RESOLVED, that a certified copy of this resolution be forwarded to each member of the Ulster County Legislator, Ulster County Executive Michael Hein, and the Mayor of the City of Kingston.

**Resolution offered by:** Supervisor Diane McCord  
**Resolution seconded by:** Councilperson Leslie Kalmus

Councilperson Wayne Freer	AYE
Councilperson Gloria VanVliet	AYE
Councilperson Kyle W. Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane L. McCord	AYE

**APPROVAL OF THE MINUTES**

**A MOTION WAS MADE BY SUPERVISOR MCCORD TO APPROVE THE TOWN CLERKS MINUTES. MOTION WAS SECONDED BY COUNCILPERSON LESLIE KALMUS. ALL MEMBERS WERE IN FAVOR. MOTION CARRIED.**

**COMMUNICATION & REPORTS ARE AVAILABLE IN THE TOWN CLERK'S OFFICE**

**BUDGET ADJUSTMENTS**

Be It Resolved, by the Town Board of the Town of Esopus, County of Ulster as follows:

Whereas, the Town of Esopus has been presented with budget adjustments and the adjustments have been examined and approved by the Town Board.

Therefore, Be It Resolved, that the following budget adjustments be approved for payment:

**BUDGET ADJUSTMENT FOR MARCH 2016**

O-0599.000 Fund Balance	To	Supervisor Contractual AO.1220.400	\$425.00
		For desk – recd pmt from other desk to offset this	
	To	Hwy Contractual AO.5132.406	\$7,678.85
		For mold removal	

**A MOTION WAS MADE TO APPROVE THE BUDGET ADJUSTMENTS.**

**OFFERED BY: Councilperson Gloria Van Vliet**  
**SECONDED BY: Councilperson Wayne Freer**

Councilperson Wayne Freer	AYE
Councilperson Gloria Van Vliet	AYE
Councilperson Kyle Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane McCord	AYE

**ALL TOWN BOARD MEMBERS PRESENT VOTED IN FAVOR. MOTION CARRIED.**

**RESOLUTION AUTHORIZING PAYMENT OF BILLS - MARCH 2016**

BE IT RESOLVED, by the Town Board of the Town of Esopus, County of Ulster as follows:

WHEREAS, the Town of Esopus has been presented with vouchers for payment and these vouchers have been examined and approved by the Town Board,

THEREFORE, BE IT RESOLVED, that the following vouchers be approved for payment:

General Fund	161092 - 161148	\$ 47,062.17
Highway Fund	162043 - 162063	\$ 36,191.27
Street Lights	166002	\$ 6,609.98
Port Ewen Sewer Fund	163026 - 163046	\$ 10,192.96
Port Ewen Water Fund	164038 - 164068	\$156,096.76
Total.....		\$256,153.14

**A MOTION WAS MADE TO APPROVE THE PAYMENT OF VOUCHERS.**

OFFERED BY: Supervisor Diane McCord  
SECONDED BY: Councilperson Leslie Kalmus

Councilperson Wayne Freer	AYE
Councilperson Gloria Van Vliet	AYE
Councilperson Kyle Barnett	ABSENT
Councilperson Leslie Kalmus	AYE
Supervisor Diane McCord	AYE

ALL TOWN BOARD MEMBERS PRESENT VOTED IN FAVOR. MOTION CARRIED

**ADJOURNMENT**

**A MOTION TO ADJOURN AT 8:30 PM WAS MADE BY COUNCILPERSON WAYNE FREER AND SECONDED BY COUNCILPERSON GLORIA VAN VLIET. ALL TOWN BOARD MEMBERS PRESENT VOTED IN FAVOR. MOTION CARRIED.**

Respectfully submitted,

Holly A. Netter  
Town Clerk