

A Town Board Meeting was held  
May 24, 2010 @ 7:00 PM  
at the Town Hall

*Presiding:* Supervisor Bellows

*Attending:* Councilwoman Horner Councilwoman Zell, Councilwoman Briggs, Councilman Gill and members of the public.

**Resolution # 2010-76**

Offered by Councilwoman Horner

**Motion to accept the minutes**

Seconded By Councilwoman Zell

BE IT RESOLVED TO accept the April minutes.

All Voted Aye

**Resolution # 2010-77**

Offered by Councilwoman Zell

**Claims and Vouchers**

Seconded by Councilman Gill

BE IT RESOLVED that the Town Board accept the audited voucher listed on Warrant # 10-05 dated 05/19/2010 in the total amount of \$53,635.23

Charged as follows:

General Fund \$ 32,491.94

Highway Fund: \$ 13,473.57

Special Districts & Lighting: \$ 604.41

Trust & Agency: \$2,887.50

Capital Projects: \$4177.81

ALL VOTED AYE

**Resolution # 2010-78**

Offered by Supervisor Bellows

**Town Clerks Report**

Seconded by Councilwoman Gill

BE IT RESOLVED to accept the Town Clerks Report.

ALL VOTED AYE

**Resolution # 2010-79**

Offered By Councilwoman Briggs

**Supervisor Report**

Seconded by Councilwoman Horner

BE IT RESOLVED to accept the Supervisors report.

ALL VOTED AYE

**Town Board Business**

1. Memorial Day Parade will be Monday May 31st at 10:00 am. Stewarts is donating the hotdog rolls this year.
2. DEP Meeting will be in June and we hope to have an agreement.
3. The price of leaf bags is \$1.70 a pack. We are still going to look for a better price. We still would like people to mulch their leaves.
4. The Roosa family reunion will be July 7-10 and they plan to have dedication of the moon tree that they planted at their last reunion. They would also like to plant a rose bush on the rail trail. Councilman Gill suggested that contact the DOT and let them know.
5. The Town Board feels the 4x6 signage for the rail trail is too small. They would like to get together with someone from the state, and rail trail committee to talk about a larger size. Also there are berms available for adoption.
6. The six houses on Russell Road that had the problem of the common sewer system have all had their own systems put in and UC Health Dept said everything is working fine.
7. Code Enforcement Officer Hoffstatter will review all the bids for the new oil burner and make a recommendation to the board.. They are as followed:  
Hot Water Solutions- \$6500.  
Ohayo Mt. Plumbing- \$6950.  
Lowe's Plumbing- \$5967.  
Heritage Energy- \$5800.  
Kosco- no bid
8. The update on Main St guard rail is the Heritage Society is ok with wooden bollards. A stone wall would be acceptable as long as the town wanted to pay the \$23,000 to put it in. We do need to get clarification on whether it would be opened for the crosswalk.

9. The Town Board and Highway Superintendent Russell feel the price offered from UC Shared Services contract is not enough to cover expenses. They thought it was best to see how it works for the few towns that agreed to sign the agreement.
10. The Supervisor read the Agreement for the Expenditures of Highway monies and the Town Board authorizes for the Supervisor to sign with the exception of a.) Dug Hill Road to wait until the end of the season and see where we are with money and we could reauthorize for Dug Hill Road.

**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS**  
**Section 284 OF THE HIGHWAY LAW**

**AGREEMENT** between the Town Superintendent of Highways of the Town of Hurley, of Ulster County, State of New York and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, the revenues from equipment rentals, reimbursement for snow and ice removal and other charges for services, the reappropriated funds, and the CHIPS and other State aid for highways, shall be expended as follows:

- 1A. GENERAL REPAIRS.** The sum of \$350,000.00 shall be set aside to be expended for basic work and general maintenance and repairs upon 52.51 miles of town highways, including sluices, drainage ditches, culverts and bridges having a span of less than five feet, tree and brush removal, board walks, sidewalks that are the responsibility of the Town, emergency activities as such are authorized by the Town Board, and other activities involved with the care, upkeep and maintenance of highways and bridges of the Town.
- 1B. PERMANENT IMPROVEMENTS — HIGHWAYS.** The sum of \$250,000.00 shall be set aside to be expended for the permanent improvements of Town Highways. The Town Highways that are intended to be improved include:
- a) On the highway known as Dug Hill Road commencing at Reichel Road continuing to Crofts Road, a distance of 1.2 miles. Estimated Cost \$135,000.00.
- b) On the highway known as Zandhoek Road commencing at Foertner Road, continuing to Main Street, for a distance of 0.2 miles  
Estimated Cost \$23,000.00.
- c. On the highway known as Broad Street, commencing at Cedar Street and continuing 0.1 miles.  
Estimated Cost \$8,000.00.
- d. On the highway known as Old Route 28, commencing at two different locations, a distance of 0.3 miles.  
Estimated Cost \$22,000
- e. On the highway known as Ridgewood Avenue commencing at the Town of Ulster line, continuing to the intersection with Griffin Drive for a distance of 0.3 miles.  
Estimated Cost \$38,000.00

11. We are still looking into the ownership of Old Burial Ground. Supervisor Bellows will contact the Hurley Cemetery Association.

12. We are doing the final prep of contracts for the Rolling Meadows drainage project.

**Resolution 2010 #80**

Offered by Supervisor Bellows

**Contract of Shared Services**

Seconded by Councilwoman Briggs

WHEREAS all Municipalities, including the Town of Hurley 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 Hurley 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 party to such an agreement,

NOW THEREFORE BE IT RESOLVED that the chief executive officer of the Town of Hurley 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 Hurley.

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 Hurley 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 Hurley 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 Hurley 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 Hurley 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.

Supervisor Gary Bellows Aye Councilwoman Barbara Zell Aye

Councilman John Gill Aye Councilwoman Janet Briggs Aye

Councilwoman Karin Horner Aye

#### **Resolution 2010 #81**

Offered by Supervisor Bellows

WHEREAS, the Town of Hurley Transfer Station recycled electronic equipment and seeks recycling vendors that are fully certified and permitted and;

WHEREAS, our current vendor has had violations in the processing of electronic equipment and;

#### **E-Waste**

Seconded by Councilwoman Horner

WHEREAS, another vendor, deemed to be without violations, is available to recycle our electronics, be it;  
RESOLVED, to go to contract with another vendor where recycling costs would be significantly higher

All Voted Aye

**Resolution 2010 # 82**

Offered by Supervisor Bellows

**Transfer Station Position**

Seconded by Councilwoman Horner

WHEREAS, Robert Mathisen has worked as a Transfer Station Attendant at the Town of Hurley Transfer Station for over three years and,

WHEREAS, he has demonstrated the knowledge and ability to perform the daily operations of a transfer station and recycling center and;

WHEREAS, he has shown the ability to improve transfer station operations and lead other employees in carrying out daily tasks and;

WHEREAS, he meets the requirement for the position of Transfer Station Operator,

BE IT RESOLVED, that Robert Mathisen be promoted to the position of Transfer Station Operator at a salary of \$11.75 per hour, effective May 23, 2010

All Voted Aye

**Resolution 2010 # 83**

Offered by Councilman Gill

**Bucket Truck Safety**

Seconded by Councilwoman Briggs

WHEREAS, the Town of Hurley Highway Department owns a bucket truck, and

WHEREAS, The Town of Hurley has offered a training course for safe operation of the bucket truck attended by all highway department employees, and

WHEREAS, the bucket truck is only required for occasional work done by Highway Department employees, and

WHEREAS, employees of the Highway Department believe that personnel should be educated each day the bucket truck is used, as to the proper procedure to bring the bucket down safely, so

THEREFORE, let it be resolved that the Town of Hurley Highway Department offer instruction to the employees operating the bucket truck, each day it is used, as a reminder of the proper procedure to bring down the bucket.

All Voted Aye

**Resolution 2010# 84**

Offer by Supervisor Bellows

**Bristol Hill Drainage**

Seconded by Councilwoman Briggs

WHEREAS, the Town of Hurley intends to contract for the construction of A Stormwater Retrofit Project for Bristol Hills Drive in the Town of Hurley, Ulster County New York in accordance with plans and specifications prepared by Brinnier and Larios, P.C;

WHEREAS, the Town is required under New York State Law to award such a contract to the lowest responsible bidder;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby directs the Brinnier & Larios, P.C. to solicit bids in conjunction with the Town Clerk for the construction of a Stormwater Retrofit Project for Bristol Hills Drive Contract TH-103.

All Voted AYE

**Resolution 2010 #85**

Offered by Supervisor Bellows

**Hook and Walnut Drainage**

Seconded by Councilwoman Briggs

**WHEREAS**, the Town of Hurley intends to contract for the construction of drainage improvements in the vicinity of Hook and Walnut Streets in the Town of Hurley, Ulster County New York in accordance with plans and specifications prepared by Brinnier and Larios, P.C.;

**WHEREAS**, the Town is required under New York State Law to award such a contract to the lowest responsible bidder;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby directs the Brinnier & Larios, P.C. to solicit bids in conjunction with the Town Clerk for the construction of Proposed Drainage Improvements in the Vicinity of Hook and Walnut Street, Contract TH-081.

All Voted Aye

**Resolution 2010 #86**

Offered by Supervisor Bellows

**CWC**

Seconded By Councilwoman Zell

WHEREAS, the Town of Hurley entered into a contract with the Catskill Watershed Corporation (CWC) under Stormwater Retrofit Program for the installation of certain stormwater best management practices (the Stormwater BMPs) in the areas of Hurley Highway and Hurley Transfer Facilities (the “Project”); and

WHEREAS, construction of the Project is complete and the Storm water BMPS must be maintained to continue their effectiveness; and

WHEREAS, the Town of Hurley caused to be created a maintenance manual for the Project; and

WHEREAS, pursuant to Section 2.06 and 3.04 of the Stormwater Retrofit Program Contract between CWC and New York City Department of Environmental Protection, the Town of Hurley can request a transfer of an amount equal to 17.6% of the Stormwater Retrofit funds supplied by CWC for the project to be used for the sole purpose of maintaining the Stormwater BMPs.

NOW THEREFORE BE IT RESOLVED that the Town of Hurley requests CWC to transfer the sum of \$18863.17 representing 17.6% of the funding provided by CWC pursuant to the Stormwater Retrofit Grant with such funds to be used solely for the maintenance of the Stormwater BMPs, including reimbursement of such costs incurred to date.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town of Hurley Board authorizes the Town of Hurley Supervisor to execute a contract with CWC for the transfer of \$18863.17 and that such contract may be executed by the Supervisor following review of the contract by the Town’s legal counsel.

ALL Voted Aye

**Resolution 2010 # 87**

Offered by Supervisor Bellows

**Eagles Nest Road**

Seconded by Councilman Gill

WHEREAS the Town of Hurley has approached Chauncey Bartholet and has a positive response to enter his land and

WHEREAS he tried to give the land to the Town of Hurley for a tax benefit and was denied and at that time his original permission to cross his land was revoked and

WHEREAS the Town Road Eagles Nest is in a critical condition and is ready to collapse and

WHEREAS Eagles Nest Road is the only access for families living on said road

THEREFORE the Town of Hurley is forced to follow Highway Law #147 (2) and will cross the land of Bartholet to gain access for the emergency repair of Eagles Nest Road and

WHEREAS the Town has received permission from Ulster County Highway Commissioner to cross the Bartholet lands to repair Eagles Nest Road

THEREFORE the Town Board of the Town of Hurley gives permission to the Highway Superintendent to enter the lands of Chauncy Bartholet to make immediate repairs to Eagles Nest Road to safe guard any persons traversing said road before the roadway gives way.

All Voted Aye

**Resolution 2010 # 88**

Offered by Supervisor Bellows

**350<sup>th</sup> Anniversary**

Seconded by Councilwoman Zell

WHEREAS by 1652 all land in the valley of the Esopus Creek, including that land now known as Hurley, was under the jurisdiction of the Dutch West India Company and was in the process of being settled by Europeans; and

WHEREAS in 1658 all the European settlers in the Esopus Valley were resettled in a new, surveyed village, now known as Kingston, whose governing body, at that time, was granted control over all the lands of the Esopus Valley; and

WHEREAS the settlers in Kingston did continue to farm the lands they had deeds for in all parts of the valley, but continued to reside within the palisades of Kingston; and

WHEREAS in the Spring of 1662 Governor General Peter Stuyvesant received a written request from Albany businessmen Phillip Schuyler, Volckert Jansen, Goosen Gerritsen, and Andries Herbertsen for the creation of a farming area outside, and away from, the village of Kingston; and

WHEREAS Governor General Peter Stuyvesant did grant their request and had surveyed, that Spring of 1662, six adjacent house lots, which did constitute a New Village, lying in the area adjacent to, and North East of, today's Main Street, between the present Dutch Reformed Church and the path to the Old Burial Ground in Hurley; and

WHEREAS the businessmen of Albany did immediately settle tenants on those lands in the Spring of 1662 and the aforementioned village has been continuously settled and occupied since that time, in the current reckoning of years;

THEREFORE, BE IT RESOLVED AND KNOWN that the official year of the creation and settlement of Hurley, New York, in the County of Ulster, State of New York, in the United States of America, is the year ONE THOUSAND SIX HUNDRED SIXTY TWO, as signified by the above mentioned official survey and occupation of the New Village, under the authority of the Dutch West India Company; and

BE IT FURTHER RESOLVED that the THREE HUNDRED FIFTY YEAR ANNIVERSARY of the settlement of Hurley, New York commence on the beginning of the First Day of January, TWO THOUSAND TWELVE and end at the close of the year on December 31, TWO THOUSAND TWELVE; and

BE IT FURTHER RESOLVED that upon passage of this resolution by the Town Board of Hurley, this body shall have generally published, as soon as possible, this RESOLUTION to acquaint all the citizens of the Town of Hurley, and their organizations, and all know organizations of descendents of early settlers of Hurley, and all other interested parties about this RESOLUTION, so that the citizens, and their respective organizations, can have proper time to plan their respective events in celebration of this above noted anniversary.

ALL voted Aye

**From Departments**

1. Councilwoman Briggs said the Memorial Day Celebration was a success with a good turnout this year.
2. Councilwoman Horner asked about the repairs at the town park, signs for tennis courts and the park entrance.
3. Virginia Starke said the CAC is working n the open space plan.

**From the Floor**

1. Phil Sinagra said that the county handles the election.
2. Supervisor Bellows
3. Laura Mesuda asked if the Town would help with a tree in Ribbon Park that needs to be replaced.

Motion to Adjourn was made by Councilman Gill, seconded by Councilwoman Briggs and all voted aye.

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Judy Mayhon, Town Clerk