

# Town of Denning – Town Board Meeting

Meeting called to order at 7:04 p.m. by Supervisor Brooks,  
Held on Tuesday, August 4th, 2015 at the Denning Town Hall.

Present: Supervisor David Brooks

Councilmen: Mike Dean, Paul Schoonmaker and Greg Vurckio

ABSENT: Kevin Smith

Also Present: Highway Superintendent Dan Van Sadlers

The Town Clerk Minute Book was signed prior to the commencement of the meeting.

The Town Clerk gave the Board members their copy of the agenda and Resolution No. 44 of 2015.

Pledge of Allegiance

Reading of last month's minutes by Town Clerk Joy Monforte.

Motion to adopt and approve as read by Councilman Mike Dean, 2<sup>nd</sup> by Councilman Gregory Vurckio. All in favor. Motion carried by a 4 to 0 vote.

Correspondence read by Supervisor Brooks

- Supervisor Brooks thanks YMCA Director Jerry Huncosky for the monthly donation from the Frost Valley YMCA in the amount of \$8,500.00 it is greatly appreciated.
- A thank you from Mrs. Ann Higgins is pertaining to Resolution No. 41 of 2015.

Highway Report by Highway Superintendent Dan Van Sader

- Motor paving on Red Hill Knolls Road.
- Will pave parts of Round Pond Road and the hill of Porcupine Road.
- The sweeper has been repaired.
- Graded Wild Cat, Barnes, Wild Meadow, Basily and Taylor Roads and put millings down on Taylor Road.
- No Parking illuminated signs are at the Peekamoose Lake and the Sundown Church. The NYSDEC is paying for them.
- Ditch cleaned Round Pond and Red Hill Roads.
- 3' culvert replaced on Red Hill Knolls Road.
- Tag trailer is has been rehabbed.
- Permit has been received for New Hill Road project. Will do that and the Ert's Creek project next week.
- Donated barrels to aid the NYSDEC Ranger to use marking spots on Peekamoose Road; related to the parking issue.

Planning Board Report- Councilman David Brooks

- The map for the Mooney sub-division was signed.

Resolution No. 44 of 2015

Renewal of a CONTRACT FOR SHARED HIGHWAY SERVICES, Said contract was originally signed in June of 1997. Having been renewed in June of 2006.

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

a.) "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.

b.) "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that 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.

c.) "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 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 a 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, or a service of equal value, in exchange.

iv.) The maintenance of machinery or equipment by a municipality for other municipalities.

d.) "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, 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 approved a similar contract and filed such contract with the clerk of the undersigned municipality.

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

a.) The Town of Denning 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 of Denning. The determination as to whether such machinery, with or without operators, is needed by the Town of Denning, shall be made by the superintendent. The value of the 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 Denning 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 best interests of the Town of Denning to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials to be loaned to another municipality may be returned to the Town of Denning, 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 the respective superintendents.

c.) The Town of Denning agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

d.) 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.

e.) 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.

f.) 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.

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

4.) The renting, borrowing or leasing, repairing or maintaining any 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, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, 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 services arrangement 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 repair or maintenance of the shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and 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 the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be 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 Paragraph e of Section Three 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, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10.) In the event a dispute arises relating to any repair, maintenance or 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 filing a notice of such revocation. 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 city/county/town/village budget for highway purposes.

13.) The record of all transactions that have taken place as a result of the Town of Denning 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 semiannually 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, unless the Town Board requests the submission of records at different times and dates.

14.) If any provision of this contract 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 with the invalid portion so modified or eliminated.

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

16.) Copies of this contract shall be sent to the Clerk and Superintendent of each municipality with which the Superintendent

anticipates engaging in shared services. No shared services shall be conducted by the Superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the Clerk of his or her municipality and the Superintendent.

IN WITNESS THEREOF, the said Town of Denning has by order of the Town Board, caused these presents to be subscribed by the Supervisor and Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 5<sup>th</sup> day of August, 2015.

Town of Denning

By: \_\_\_\_\_  
David Brooks, Town Supervisor                      Joy Monforte, Town Clerk

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the Chief Executive Officer of the following municipalities: Town of Hardenburgh, Town of Olive, Town of Rochester, Town of Shandaken, Town of Wawarsing, Town of Esopus, Town of Woodstock, Town of Neversink, and County of Ulster Department of Highways and Bridges.

Motion to adopt and approve by Councilman Gregory Vurckio, 2<sup>nd</sup> by Councilman Paul Schoonmaker.                      Roll Call Vote:

Councilman Mike Dean    AYE    Councilman Paul Schoonmaker    AYE  
Councilman Greg Vurckio    AYE    Supervisor David Brooks                      AYE  
Councilman Kevin Smith    ABSENT

Motion carried following a unanimous roll call vote with one abstention.

(The Town Clerk will also file with the afore mentioned Highway Superintendents as required by contract.)

Supervisor Comments:

- Bridge 100 held up due to a work completion extension. Due to the loss of time between bidding and getting additional funding, Schultz will not get the Bridge completed this year. Ulster County wants them to sign a contract saying it will and then they will give them an extension.
- The contract was signed today, hopeful a contract extension will be signed soon, they are planning to start on Monday, the 10<sup>th</sup>.
- Emergency Supervisors meeting this morning regarding the UCRRA contract. Supervisor Brooks states he is very concerned and unsure if we will have garbage collection thru the county.
- Eight Towns opted out or did not reply to their contract request.
- The pull charge is now \$77.00 and everything will increase due to the loss of revenue.
- Councilman Schoonmaker asks about tipping charges, reply yes up a little.
- Councilman Schoonmaker ask how many Towns are in, response by Supervisor Brooks 11.

Supervisor Brooks requests a motion to grant him authority to negotiate and sign a contract with the UCRRA. Motion to approve and authorize by Councilman Mike Dean, 2<sup>nd</sup> by Councilman Paul Schoonmaker, All in favor, with 1 abstention.

- Supervisor Brooks informs those present he needs to start the budget process next month.
- The CWC contract has been signed for the Claryville Septic Analysis.

- Spoke with Post Office Real Estate Specialist about a location for the Claryville PO, who told him he should have an answer next week.
- Informs all present that the \$25,000 for a project from 2011 still hasn't been received. The money is in Albany and they have not received the request for reimbursement from Ulster County, the total for the county; waiting for reimbursement is \$300,000.00.
- There is no response or explanation from the Office of Ulster County Executive Mike Hein's for this lengthy delay.
- The Frost Valley YMCA has hired a new Director of Natural Resources; he will send Carl Landon to the YMCA and the new map will be done. The Town can then move forward on finishing the proposed updated Zoning Law and Sub division regulations.

Discussion opened on the Blue Hole.

- The Town is concerned with parking and other events there even though it is NYS land and they are fully responsible.
- Resident George Elias inquires about sanitation; he is told that the NYSDEC is responsible for all issues pertaining to the Sundown Forever Wild Forest. They have complete control.
- The fire department was at the Blue Hole yesterday for an uncontrolled fire.
- The Town has offered room on the repeater to make communications better other agencies.
- Resident Travis Coddington suggests the hard line at the old rangers station.
- Supervisor Brooks will talk to the ranger.
- General discussion follows.

Councilman Comments: In general discussion.

Public Comments:

- George Elias informs all present of Denning Day at the Time and the Valley Museum on Sunday, August 9<sup>th</sup> from 2 to 4 pm.
- Helen Elias remarks the museum could use a donation.

Supervisor Brooks asks for any further comments? There is none.

Motion to adjourn the Meeting at 7:44 pm by Councilman Gregory Vurckio, 2<sup>nd</sup> by Councilman Mike Dean, All in favor. Motion carried by a 4 to 0 vote.

Respectfully Submitted by Joy Monforte, Town Clerk, August 5, 2015.

Next meeting will be held on Tuesday, Aug 12th, 2015 at the Denning Town Hall at 7 pm.

# Town of Denning – Business Meeting

Meeting called to order at 7:01 p.m. by Supervisor Brooks.  
Held on Tuesday, August 11th, 2015 at the Denning Town Hall.

Called to order at

Present: Supervisor Brooks  
Councilmen: Mike Dean, Paul Schoonmaker, Gregory Vurckio  
and Councilman Kevin Smith  
Highway Superintendent Dan Van Sadlers.

The Town Clerk gave the Board members their copy of the agenda and Resolution No. 45 of 2015.

The Supervisor presented the Budget vs. Actual thru June 2015.

The Town Clerk Minute Book was signed prior to the commencement of the meeting.

Highway Vouchers presented (see Warrant # 8PP, voucher #24-27)  
CDPHP DA9060.8 \$4,357.43  
Trust & Agency Acct. DA9030.8 \$853.31, \$932.95, \$57.38  
Motion to approve and pay highway fund vouchers by Councilman Gregory Vurckio, 2<sup>nd</sup> by Councilman Paul Schoonmaker. All in favor.  
Motion carried by a unanimous 5 to 0 Roll Call vote.  
The warrant is in the amount of \$6,201.07.

Highway Vouchers presented (see Warrant # 8, voucher #146-163)  
Anderson Equipment Co. DA5130.4 \$41.02, \$4780.28, \$37.70  
Bottini Fuel DA5110.4 \$342.23  
Bruce G. Donohue Trucking DA5100.4 \$3,923.54  
Heritagenergy DA5110.4 \$1205.43  
Liberty Trading Post DA5130.4 \$8.86  
Home Depot Credit Services DA5130.4 \$116.88  
Shakelton Auto & Truck Center DA5130.4 \$511.74  
Councilman Kevin Smith inquires about tax on the Napa bill, it is removed. They will be called to remind them of tax exempt status.  
Peckham Material Corp. DA5112.4 \$66,827.50  
E.Tetz & Sons DA5112.2 \$48,884.45  
Tractor Supply Co. DA5130.4 \$170.02  
Vantage Equipment DA5110.4 \$3,000.00, \$3,000.00, \$3,000.00, DA5130.4 \$757.28.  
Woodard's Concrete Products DA5120.2 \$17,905.00  
Zanetti's Service Center DA5130.4 \$75.00  
Motion to approve and pay highway fund vouchers by Councilman Gregory Vurckio, 2<sup>nd</sup> by Councilman Paul Schoonmaker. All in favor.  
Motion carried by a unanimous 5 to 0 Roll Call vote.  
The warrant is in the amount of \$154,586.93.

General Vouchers presented, (see Warrant # 8PP, voucher #58-67)  
Central Hudson A5132.4 \$219.45 A1620.4 \$112.83 A5182.4 \$91.27  
CDPHP A9060.8 \$3,944.87  
Cornerstone A1110.4 \$59.29, A1620.4 \$88.21, A5132.4 \$82.58  
TWC A1670.4 \$64.98, \$64.98  
Trust & Agency Account A9030.8 \$151.83, \$712.59, \$086.88.  
Motion to approve and pay general fund vouchers by Councilman Kevin Smith, 2<sup>nd</sup> by Councilman Mike Dean, All in favor. Motion carried by a unanimous 5 to 0 Roll Call vote.

The warrant is in the amount of \$5,879.76.

General Vouchers presented, (see Warrant # 8, voucher #105-117)

Tammy Beck A1110.4 \$82.80

Chemung A3310.4 \$300.94

Grahamsville First Aid Squad A4540.4 \$2405.75

Carl Landon A1460.4 \$307.50

Looseleaf Publications A1110.2 \$395.95

Newman Signs A3310.4 \$296.08

Office of the State Comptroller A690 \$270.00

Quill Inc. A1410.4 \$61.23 A1620.4 \$44.97

Mike Pries, Inc. A1910.4 \$203.50

Red Hill Services, Inc. A1110.2 \$5,400.00

Schwaab, Inc. A5010.4 \$75.00 A1410.4 \$137.00

Signs Designs A1110.2 \$600.00

Supervisor Brooks explains new sign design.

UCRRA A8160.4 \$3056.53

Motion to approve and pay general fund vouchers by Councilman Mike Dean, 2nd by Councilman Paul Schoonmaker, All in favor. Motion carried by a unanimous 5 to 0 Roll Call vote.

The warrant is in the amount of \$13,637.25.

Resolution No. 45 of 2015

WHEREAS NYS Highway Law §141 permits the transfer of surplus monies between highway fund accounts, and

WHEREAS the Town of Denning has an open grate bridge at Erts Brook in need of replacement and to be replaced by a box culvert, and

WHEREAS the Town of Denning will be reimbursed by Sullivan County Soil & Water for this project,

THEREFORE the Town of Denning Town Board HEREBY authorizes the Town Supervisor to increase DA440-Due from Other Governments in the amount of \$ 17,905 and increase appropriations code DA5120.2 Bridges-Capital Outlay by \$17,905.

Motion to adopt and approve by Councilman Mike Dean, 2<sup>nd</sup> by Councilman Paul Schoonmaker. Roll Call Vote:

Councilman Mike Dean AYE Councilman Paul Schoonmaker AYE

Councilman Kevin Smith AYE Councilman Greg Vurckio AYE

Supervisor David Brooks AYE

Motion carried following a unanimous roll call vote.

Supervisor Comments:

- Supervisor David Brooks informs the Town Board that he has ongoing discussion with Jeff Rider from the NYSDEC, who has decided to start booting cars this weekend.
- Supervisor Brooks requests 5 more barrels from Highway Superintendent Van Sadlers to be delivered to assist the DEC in their efforts.
- Repeater space has been discussed, the Frost Valley YMCA will be approached to permit the placement; this will aid the rangers and NYS Police in communications. (The Town has offered use of its repeater but there is a band issue.)
- Councilman Mike Dean thanks Supervisor Brooks for all of his work in resolving this issue.

- Highway Superintendent Dan Van Sadlers comments the NYSDEC area Representative, Jeff Rider, is calling much more frequently now.
- Supervisor Brooks remarks the DEC is picking up garbage on Mondays. BUT visitors are spray painting and marking trees.
- Another Verizon outage in Sundown, he will be calling his contact in Albany to see what can be done differently.
- Supervisor Brooks ask Highway Superintendent Van Sadlers if there is any news regarding a new truck?
- Highway Superintendent Van Sadlers responds no but he will make some calls tomorrow.
- Supervisor Brooks inquires as to the total road costs?
- Highway Superintendent Van Sadlers responds a little over a \$100,000.00.
- Discussion on remaining funds and use thereof, including using funds from Maintenance of Streets.
- Discussion ongoing issue of water on Van Aken Road.
- Supervisor Brooks announces to everyone that Councilman Gregory Vurckio is the newly elected member of the Coalition of Watershed Towns.
- Congratulations from all.

Councilman Comments: See Above

Resident Comments: None

Supervisor Brooks call for further comment, there is none.

Motion to adjourn at 8:07 by Councilman Gregory Vurckio, 2<sup>nd</sup> by Councilman Mike Dean, All in favor. Motion carried 5 to 0 vote.

Respectfully Submitted by Joy Monforte, Town Clerk 8-12-2015.

Next meeting: Tuesday, September 1st, 2015 at the Denning Town Hall, at 7pm.