

# **RESOLUTIONS FOR JANUARY 2022**

- RESOLUTION 1-2022- #1 -** POSITION OF TOWN JUSTICE OF TOWN OF ROSENDALE
- RESOLUTION 1-2022- #2 -** PROPOSAL FOR SIGNAGE
- RESOLUTION 1-2022- #3 -** HIGH FALLS WATER DISTRICT EMPLOYEES SALARIES
- RESOLUTION 1-2022- #4 -** SHARED SERVICES WITH THE TOWN OF MARBLETOWN FOR SAFETY OFFICERS
- RESOLUTION 1-2022- #5 -** HEALTH INSURANCE BENEFITS FOR RONDOUT MUNICIPAL CENTER BUILDING MANAGER
- RESOLUTION 1-2022- #6 -** SHARED SERVICES FOR THE RONDOUT MUNICIPAL CENTER
- RESOLUTION 1-2022- #7 -** AUTHORIZING AGREEMENT FOR PLANNING SERVICES
- RESOLUTION 1-2022- #8 -** AMENDING THE FEE SCHEDULE FOR THE TRANSFER STATION
- RESOLUTION 1-2022- #9 -** AMENDING STREET REPORT AND DRIVEWAY REPORT FEES FOR THE HIGHWAY DEPARTMENT
- RESOLUTION 1-2022- #10 -** INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF ROSENDALE AND THE TOWN OF MARBLETOWN
- RESOLUTION 1-2022- #11 -** 2021 END OF YEAR BUDGET TRANSFERS

**RESOLUTION – POSITION OF TOWN JUSTICE OF TOWN OF ROSENDALE**

**WHEREAS**, the previous Town Justice for the Town of Rosendale resigned the position before the term was completed; and

**WHEREAS**, the Town of Rosendale has the need for a Town Justice position to be filled; and

**WHEREAS**, the Town of Rosendale Town Board interviewed several candidates for the position.

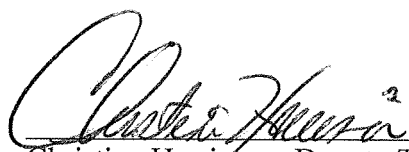
**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Rosendale appoints Franklin L. Fauble III as the Town Justice for the Town of Rosendale for a one (1) year term beginning January 5, 2022 through December 31, 2022.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022 by Supervisor Walsh and seconded by Councilman Pryslopsi.

VOTING MEMBERS:

Councilman Havranek	<u>Yes</u>
Councilman Klepeis	<u>Yes</u>
Councilman Pryslopsi	<u>Yes</u>
Councilwoman Wykoff	<u>Yes</u>
Supervisor Walsh	<u>Yes</u>

Seal

  
Christine Harrison – Deputy Town Clerk

**RESOLUTION – PROPOSAL FOR SIGNAGE**

**WHEREAS**, the Town of Rosendale wishes to continue with the Wayfinding Signage Project and install new signs at the entrances to the Towns and Hamlets; and

**WHEREAS**, the Town received a quote from Slotnick Signs & Designs for \$ 17,245.00 plus shipping and handling which has been attached hereto and made a part hereof.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Rosendale authorizes the Supervisor to sign a contract with Slotnick Signs & Designs.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Councilman Klepets.

VOTING MEMBERS:

Councilman Havranek	Y
Councilman Klepeis	Y
Councilman Pryslopski	Y
Councilwoman Wykoff	Y
Supervisor Walsh	Y

**RESOLUTION – HIGH FALLS WATER DISTRICT EMPLOYEES SALARIES**

**WHEREAS**, the Towns of Rosendale and Marbletown jointly operate the High Falls Water District; and

**WHEREAS**, it is necessary to set forth and agree to matters relating to the employment of those individuals who will perform work on behalf of the High Falls Water District, and to establish the funding for the work they perform.

**NOW THEREFORE BE IT RESOLVED:**

1. The High Falls Water District shall reimburse the Town of Rosendale a sum equal to thirty-three and one third (33.3%) of all payroll expenses and benefits for the Town of Rosendale employees who maintain and operate the Rosendale Water District, the Rosendale Sewer District and the High Falls Water District in the positions of Water & Sewer Superintendent of Special Projects, Water & Sewer Operator and Water & Sewer Trainees, who shall be an employees of the Town of Rosendale.
2. The High Falls Water District shall reimburse the Town of Marbletown for Water Clerk \$7940.00 per year.
3. The High Falls Water District shall reimburse the Town of Rosendale the sum of one thousand dollars (\$1,000.00) for Payroll and Bookkeeping and shall reimburse the Town of Marbletown six thousand seven hundred fifty six dollars (\$6,756.00) for Bookkeeping expenses.
4. The High Falls Water District will pay 1/3 of the monthly invoice for Environmental Consultants, LLC, and any additional costs relating to the High Falls Water District as per contract.
5. The High Falls Water District will pay the Town of Marbletown Bookkeeper a five hundred dollar (\$500.00) per year stipend for special projects.
6. The High Falls Water District will cover thirty three and one third percent (33.3%) of the cost for vehicles and cell Phones, and

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon its passage by both the Town Board of Rosendale and the Town Board of Marbletown and shall be effective January 1, 2022 to December 31, 2022.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Councilman Havranek.

VOTING MEMBERS:

- Councilman Havranek      4
- Councilman Klepeis      4
- Councilman Pryslopski      4
- Councilwoman Wykoff      4
- Supervisor Walsh      4

**RESOLUTION – SHARED SERVICES WITH THE TOWN OF MARBLETOWN FOR SAFETY OFFICERS**

**WHEREAS**, the Town of Rosendale has an opportunity to share services with the Town of Marbletown for the positions of Safety Officers; and

**WHEREAS**, the Town of Rosendale will provide Safety Officers to be paid by the Town of Rosendale; and

**WHEREAS**, the Safety Officers will be paid the following salary:  
Dorene Whitaker - \$ 5,400 per year  
Michael Williams - \$ 1,890 per year, and

**WHEREAS**, the Town of Marbletown will cover one half of the salaries, taxes, bookkeeping and payroll related costs and reimburse the Town of Rosendale for one half of office materials and supplies, and

**WHEREAS**, the Town of Marbletown will budget up to \$300 for Safety Officer to be called to emergencies and attend quarterly meetings, and

**WHEREAS**, Bookkeeping and Payroll is estimated to cost around five hundred and thirty dollars (\$530) per year, and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Marbletown shall reimburse the Town of Rosendale for Shared Safety Officer Services as stated above from January 1, 2022 through December 31, 2022; and

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon its approval by both the Town Board of the Town of Rosendale and the Town Board of the Town of Marbletown.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Council woman Wykoff.

VOTING MEMBERS:

Councilman Havranek	4
Councilman Klepeis	4
Councilman Pryslopsi	4
Councilwoman Wykoff	4
Supervisor Walsh	4

**RESOLUTION - HEALTH INSURANCE BENEFITS FOR RONDOUT MUNICIPAL CENTER BUILDING MANAGER**

**WHEREAS**, the Town of Marbletown and the Town of Rosendale are parties to an Inter-Municipal Agreement, which agreement sets forth the cooperative arrangement under which the Towns shall use, maintain and operate the Rondout Municipal Center; and

**WHEREAS**, Item 6 of said agreement discusses the position of Building Manager and the Towns respective contributions toward the salary and benefits for said position; and

**WHEREAS**, Steven Christiana is currently serving in the position of Building Manager and is an employee of the Town of Rosendale in accordance with applicable provisions of the Inter-Municipal Agreement; and

**WHEREAS**, the Town of Marbletown and the Town of Rosendale have determined to offer health insurance to the incumbent Building Manager, Steven Christiana, in accordance with certain terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED**, that so long as the incumbent Building Manager, Steven Christiana, continues to work in that capacity for at least twenty-seven (27) hours per week, as well as for the Town of Marbletown as Fire Marshal for thirteen and one half (13.5) hours per week, the Town of Rosendale shall offer Mr. Christiana single health insurance coverage under the Town of Rosendale’s plan, with Mr. Christiana contributing twenty-five percent (25%) toward the applicable health insurance premium effective January 1, 2022 through December 31, 2022; and

**BE IT FURTHER RESOLVED**, that the cost allocation of Mr. Christiana’s health insurance shall be sixty seven percent (67%) for the Town of Marbletown and thirty three percent (33%) for the Town of Rosendale, payable as mutually agreed by the two Towns; and

**BE IT FURTHER RESOLVED**, that should Mr. Christiana fail to continue to work at least twenty-seven (27) hours per week as Building Manager and/or fail to continue to work at least thirteen and one-half (13.5) hours per week for the Town of Marbletown as Fire Marshal, that the Town of Rosendale may discontinue offering individual health insurance to Mr. Christiana and offer him coverage pursuant to COBRA in the alternative; and

**BE IT FURTHER RESOLVED**, that this resolution shall become effective if approved by the Town Boards of the Town of Rosendale and the Town of Marbletown and shall remain in effect unless and until modified by future action of the Town Boards of the Town of Rosendale and the Town of Marbletown.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Councilwoman Wykoff.

VOTING MEMBERS:

- Councilman Havranek         7
- Councilman Klepeis         7
- Councilman Pryslopsi       7
- Councilwoman Wykoff       7
- Supervisor Walsh            7

**RESOLUTION – SHARED SERVICES FOR THE RONDOUT MUNICIPAL CENTER**

**WHEREAS**, the Town of Marbletown and the Town of Rosendale are parties to an Inter-Municipal Agreement, which agreement sets forth the cooperative arrangement under which the Towns shall use, maintain and operate the Rondout Municipal Center; and

**WHEREAS**, Town of Rosendale has an opportunity to share services with the Town of Marbletown for the positions of Building Manager and Cleaner, the employees performing these duties are employees of the Town of Rosendale and these positions are equally shared between the Towns of Rosendale and Marbletown; and

**WHEREAS**, the following positions are employed by the Town of Rosendale and work a portion of their time for the Rondout Municipal Center:

Building & Grounds Maintenance, Bookkeeper and Clerks.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Marbletown will reimburse the Town of Rosendale for fifty percent (50%) of the salary and all benefits with the exception of medical along with a \$1500 yearly stipend for emergency on-call services for the position of Building Manager and fifty percent (50%) of the salary and all benefits for the position of Cleaner; and

**BE IT FURTHER RESOLVED**, that the Town of Marbletown will reimburse the Town of Rosendale Highway Department fifty percent (50%) of hourly rate and all benefits for maintenance and repairs that are performed by the Town of Rosendale employees for the Rondout Municipal Center; and

**BE IT FURTHER RESOLVED**, that the Town of Rosendale and the Town of Marbletown will reimburse each other fifty percent (50%) of hourly rate and benefits for any outside maintenance that is performed by the other Town at Rondout Municipal Center including plowing, mowing, etc.; and

**BE IT FURTHER RESOLVED**, that the Town of Marbletown will reimburse the Town of Rosendale four thousand nine hundred ninety six dollars and sixty one cents (\$4,996.61) for Bookkeeping services for the Rondout Municipal Center.

**BE IT FURTHER RESOLVED**, that this resolution shall become effective upon its passage by both the Town Board of Rosendale and the Town Board of Marbletown and shall be effective January 1, 2022 to December 31, 2022.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Council man Havranek.

VOTING MEMBERS:

- Councilman Havranek            4
- Councilman Klepeis            4
- Councilman Pryslopsi         4
- Councilwoman Wykoff         4
- Supervisor Walsh               4

**RESOLUTION - AUTHORIZING AGREEMENT FOR PLANNING SERVICES**

**WHEREAS**, the Town Board of the Town of Rosendale requires the services of a planning consultant to provide various monthly planning services to the Town of Rosendale Planning Board; and

**WHEREAS**, when needed, occasional planning services to the Town of Rosendale Town Board and the Zoning Board of Appeals; and

**WHEREAS**, the firm of Bergmann Associates, 280 East Broad Street / Suite 200 Rochester, NY 14604, submitted an agreement for said services for \$2,600.00 per month as more specifically set forth in the Scope of Services attached hereto and made a part hereof; and

**WHEREAS**, after review by members of the Town Board and the Chairman of the Planning Board it is recommended that the Town of Rosendale enter into an agreement with the above mentioned firm for the dates of January 1, 2022 – December 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Rosendale authorizes the Supervisor to sign said agreement on behalf of the Town of Rosendale.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 12, 2022 by Supervisor Walsh and seconded by Council man Havranek.

VOTING MEMBERS:

Councilman Havranek	<u>Y</u>
Councilman Klepeis	<u>Y</u>
Councilman Pryslopsi	<u>Y</u>
Councilwoman Wykoff	<u>A</u>
Supervisor Walsh	<u>Y</u>



**RESOLUTION – AMENDING THE FEE SCHEDULE FOR THE TRANSFER STATION**

**WHEREAS**, the Town of Rosendale Transfer Station proposed amending the fee schedule for the Transfer Station, a copy of which is annexed hereto and made a part hereof; and

**WHEREAS**, the Town Board of the Town of Rosendale recognizes the need to amend the fee schedule to address increased expenses.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Rosendale adopts the proposed fee increase, to be effective February 1, 2022.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 12, 2022, by Supervisor Walsh and seconded by Councilperson Pryslopsi.

VOTING MEMBERS:

Councilperson Havranek	<u>Yes</u>
Councilperson Klepeis	<u>Yes</u>
Councilperson Pryslopsi	<u>Yes</u>
Councilperson Wykoff	<u>Absent</u>
Supervisor Walsh	<u>Yes</u>

**RESOLUTION – AMENDING STREET REPORT AND DRIVEWAY REPORT FEES FOR THE HIGHWAY DEPARTMENT**

**WHEREAS**, the Highway Department requests to increase the fee for Street Reports from \$100.00 to \$125.00; and

**WHEREAS**, the Highway Department requests to increase the fee for Driveway Permits from \$125.00 to \$150.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Rosendale adopts the proposed fee increases, to be effective January 1, 2022.

Motion made at a meeting of the Town Board of the Town of Rosendale, January 12, 2022, by Supervisor Walsh and seconded by Councilperson Havranek.

VOTING MEMBERS:

Councilperson Havranek	Y
Councilperson Klepeis	Y
Councilperson Pryslopski	Y
Councilperson Wykoff	A
Supervisor Walsh	Y

**RESOLUTION – INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF ROSENDALE AND THE TOWN OF MARBLETOWN**

This Agreement, by and between the Town of Rosendale, a governmental subdivision with offices at 1915 Lucas Ave, Cottekill, N.Y. 12419, hereinafter known as “Rosendale” and The Town of Marbletown, a governmental subdivision with offices at 1925 Lucas Ave. Cottekill, NY 12419, hereinafter known as “Marbletown”, who entered into under the provisions of Article 5-G of the General Municipal Law:

Whereas, the Highway Superintendents of the Towns of Marbletown and Rosendale have consulted on the purchase of a used Bucket Truck; and

Whereas, the Highway Superintendents agree that the purchase price for a used bucket truck in the amount of \$66,900 is reasonable; and

Whereas, the Highway Superintendents unanimously recommend to their respective Town Boards that the two Towns enter into an agreement outlining terms for the purchase, use, storage and maintenance of the used bucket truck; and

Whereas, the representatives of the two Town Boards and their respective Highway Superintendents, and attorneys have agreed to terms for the purchase, use, storage and maintenance of the used bucket truck; and

Whereas, the payment for this to be paid out of Highway Unexpended Funds; and

Whereas, under the provisions of Article 5-G of the General Municipal Law the terms of this Intermunicipal Agreement are practical because the respective Towns have a need for a bucket truck, and therefore the agreed upon terms will benefit the taxpayers of the respective Towns by joint ownership of the bucket truck and the sharing of costs to purchase, use, store and maintain the bucket truck;

Therefore, be it agreed as follows:

1. The Towns of Marbletown and Rosendale each agree to pay fifty percent (50%) toward the cost of purchase and maintenance of the bucket truck, and to receive fifty percent (50%) of any proceeds generated by rental or sale of the bucket truck.
2. The Highway Superintendents in each Town shall govern operation, use and housing of the bucket truck, shall set a schedule for use of the bucket truck, and shall designate the employees to be trained in the use of the bucket truck. Only employees designated by the Highway Superintendents shall operate the bucket truck.

3. The bucket truck shall be housed at the Town of Marbletown Highway Department Complex when not in use by the Towns party to this agreement, in which case the Highway Superintendents shall agree on where the bucket truck will be stored. Existing levels of cooperation with the performance of roadwork among the two Town may continue.
4. The Town of Marbletown shall perform the necessary, annual and as needed service on the bucket truck.
5. Only qualified mechanics employed by the Towns may repair, service and maintain the bucket truck as directed by each Highway Superintendent. There will be no labor charges billed to the other Town for routine maintenance work on the bucket truck when performed by mechanics employed by Marbletown and Rosendale. Costs for any and all parts to repair or maintain the bucket truck, however, shall be divided evenly among the two Towns. The Highway Superintendents shall give prior approval for repairs or work not to be performed by the Towns and after such approval, the costs incurred for labor & parts shall be divided evenly among the two Towns. If the repairs are due to negligence of the personnel of a Town in possession of the bucket truck, that Town shall pay all costs.
6. The Highway Department finished with use of the bucket truck shall clean, grease, and fuel up the bucket truck for its use by the next Highway Department. The Highway Superintendent receiving the bucket truck shall inspect it for defects, and report defects, if any, to the other Highway Superintendent.
7. If other municipalities wish to use the bucket truck, a unanimous agreement on terms among the two Highway Superintendents, and the approval of their respective Town Boards shall be required before such use is permitted. In all such instances, employees of the Marbletown and Rosendale Highway Departments shall operate the bucket truck.
8. The two Towns agree that the cost of the purchase of the bucket truck shall not exceed \$66,900. The two Highway Superintendents agree to submit no later than March 1<sup>st</sup> of each year to their respective Town Supervisor and Town Board a detailed accounting of the annual costs associated with the maintenance and repairs to the bucket truck, and proceeds, if any, received for rental of the bucket truck to other municipalities. If the total costs and/or proceeds are not to be apportioned evenly among both Towns, such accounting shall indicate the reasons thereof. Payments owed by one Town to another, if any, shall be paid no later than April 1<sup>st</sup> of each year.

9. The Town of Marbletown shall place the bucket truck on its insurance policy and will name the Town of Rosendale as loss payees. The liability exposure shall be borne by each town on their respective General Liability policy.

10. Any disputes concerning use of the bucket truck not resolved by the Highway Superintendents of Marbletown and Rosendale regarding the bucket truck shall be referred to the respective Town Supervisors for resolution. The Supervisors shall be required to resolve the dispute.

11. Termination of Agreement: Should either the Town of Marbletown or Rosendale elect to terminate this agreement, written notice to the other municipality shall be given at least three (3) months prior such termination. Such notice shall be deemed to be that municipalities offer to sell its interest to the other party. If neither of the municipalities elects to purchase the interest of the terminating municipality, and there is no transfer of the terminating municipality's ownership to another municipality, or if all parties shall elect to terminate this agreement, then the equipment shall be sold according to the provisions of law regarding the disposition of such equipment. The net proceeds shall be divided on the basis of percent of ownership set forth in Section 1.

12. This agreement is entered into pursuant to the laws of the State of New York, and any changes or amendments to this agreement must be in writing and signed by all the respective Town Supervisors and Highway Superintendents upon authorization of their respective Town Boards.

13. A copy of the vehicle registration shall be annexed to this agreement.

IN WITNESS WHEREOF, the Supervisors and Highway Superintendents of the Respective Towns, upon Authorization from their Town Boards, have set their hands and seals.

TOWN BOARD OF THE TOWN OF MARBLETOWN

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Rich Parete, Supervisor - Town of Marbletown

Date: \_\_\_\_\_ By: \_\_\_\_\_  
George Dimler, Highway Superintendent - Town of Marbletown

TOWN BOARD OF THE TOWN OF ROSENDALE

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jeanne L. Walsh, Supervisor - Town of Rosendale

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Robert Gallagher, Superintendent – Town of Rosendale

Motion made at a meeting of the Town Board of the Town of Rosendale, January 4, 2022, by Supervisor Walsh and seconded by Councilperson Pryslopsi.

VOTING MEMBERS:

Councilman Havranek	<u>Yes</u>
Councilman Klepeis	<u>Yes</u>
Councilman Pryslopsi	<u>Yes</u>
Councilwoman Wykoff	<u>Absent</u>
Supervisor Walsh	<u>Yes</u>

**RESOLUTION – 2021 END OF YEAR BUDGET TRANSFERS**

**BE IT RESOLVED** that the Town Board of the Town of Rosendale hereby authorize the following budgetary transfers:

**General Fund**

<b>Decrease</b>	<b>Increase</b>	<b>In the Amount of</b>
A1220.1	A1010.1	3.00
A1620.1	A1620.4	3782.85
A1650.4	A1910.4	70.00
A1990.4	A3310.2	7345.47
A5010.4	A5010.1	1055.55
A6140.4	A5010.1	61.53
A1990.4	A5182.4	3435.03
A7140.2	A7140.4	3469.90
A7510.4	A7510.1	14.80
A8160.2	A8160.1	2265.97
A1990.4	A8160.4	4275.47
A1990.4	A8710.4	5632.33
A1990.4	A9720.7	333.50
A1680.4	A1680.2	260.00

**Highway**

<b>Decrease</b>	<b>Increase</b>	<b>In the Amount of</b>
DA9060.8	DA5148.4	6696.61
DA9060.8	DA5130.1	784.00
DA9060.8	DA5111.1	1710.80
DA9060.8	DA5110.4	5129.44
DA9060.8	DA3310.2	41.65

**Sewer**

<b>Decrease</b>	<b>Increase</b>	<b>In the Amount of</b>
SS8120.2	SS8110.4	5158.61
SS8120.2	SS8120.4	3536.50
SS8130.4	SS8130.2	4982.13

**Water**

<b>Decrease</b>	<b>Increase</b>	<b>In the Amount of</b>
SW8310.4	SW8310.1	209.13
SW8310.2	SW8340.1	600.00
SW8320.2	SW8340.1	1400.00
SW8320.4	SW8340.1	3000.00
SW8330.2	SW8330.4	2053.63
SW8340.2	SW8330.4	400.00

Motion made at a meeting of the Town Board of the Town of Rosendale, January 12, 2022 by Supervisor Walsh and seconded by Council man Pryslopski.

VOTING MEMBERS:

Councilman Havranek      Y  
Councilman Klepeis        Y  
Councilman Pryslopski    Y  
Councilwoman Wykoff      A  
Supervisor Walsh          Y