



-DRAFT-

**ULYSSES TOWN BOARD**  
**RESOLUTIONS for OCTOBER 29, 2020**

4 **Section 3a** ++++++

5 **RESOLUTION # \_\_\_\_\_ of 2020: Adoption of 2021 Town Budget**

6 *WHEREAS the Town Supervisor presented the 2021 Tentative Budget to the Town Clerk and the Town Board on*  
7 *September 29, 2020, and*

8 *WHEREAS the Town Board discussed and considered the 2021 Tentative Budget at meetings on 10/1, 10/7, 10/13, 10/15,*  
9 *10/16, 10/19 and 10/21/20 and*

10 *WHEREAS the Town Board adopted the 2021 Preliminary Budget on October 21, 2020 and set the Public Hearing date for*  
11 *October 29, 2020 at 7:00 PM via Zoom, due to NYS Executive Orders related to COVID-19 safety; and*

12 *WHEREAS notice of the Public Hearing was in the newspaper on October 23, 2020 and also posted to the town's email*  
13 *listserv, and website, and*

14 *WHEREAS, the 2021 Preliminary Budget was posted on the Town's website on October 23, 2020 and*

15 *WHEREAS a Public Hearing was held on October 29, 2020 where all members of the public were able to comment on the*  
16 *Preliminary Budget via zoom, telephone, or in writing, and*

17 *WHEREAS the tax levy limit set by the New York State Office of the State Comptroller for the Town of Ulysses for the year*  
18 *2021 is 3.105%,*

19 *NOW THEREFORE BE IT*

20 *RESOLVED that the Town Board accepts the 2021 Preliminary Budget (as amended) to become the Final Budget for 2021*  
21 *for the Town of Ulysses with a resulting 1.06% increase in the overall tax levy, which is within the tax cap, and a 2.27%*  
22 *decrease in the overall final tax rate of \$2.5801/\$1,000 taxable assessed value (TAV) for Ulysses residents living outside*  
23 *the Village of Trumansburg and \$1.2236/\$1,000 TAV for residents of the Village of Trumansburg.*

24

25 **Section 3b** ++++++

26 **RESOLUTION # \_\_\_\_\_ OF 2020: Authorization to Include a Summary of the 2021 Budget in the 2021 Tax Bills**

27 *WHEREAS, the Real Property Tax Law section 922 (1) (d) permits municipalities to include a summary of the 2021*  
28 *adopted budget with the tax bills if the Town Board approves such action by resolution and*

29 *WHEREAS, all taxpayers deserve a clear and transparent explanation of the structure and changes in the Town of Ulysses*  
30 *2021 budget, now therefore be it*

31 *RESOLVED, that the Ulysses Town Board authorizes the Supervisor to prepare a brief summary of the 2021 Town Budget*  
32 *for inclusion with the 2021 tax bill and further*

33 *RESOLVED, that the Ulysses Town Board authorizes the use of resources in the Clerk's office for copies of the summary,*  
34 *envelopes and staff time to prepare such a mailing.*

1 **Section 3c ++++++**

2 **RESOLUTION # \_\_\_\_ OF 2020: Setting A Joint Public Hearing on the 2021 Agreement with the Village Of Trumansburg**  
3 **to Provide Fire Protection for the Town of Ulysses.**

4 *RESOLVED, in accordance with §184 of New York State Town Law, the Town Board of the Town of Ulysses hold a joint*  
5 *public hearing via Zoom on November 10, 2020 at 7:00 p.m. for the purpose of hearing public comments on the 2021 Fire*  
6 *Protection Agreement with the Village of Trumansburg to provide fire protection for the Fire Protection District of the*  
7 *Towns of Ulysses, Hector, and Covert and further*

8 *RESOLVED, that access details for how to participate in the Public Hearing shall be posted on the Town of Ulysses website*  
9 *at www.ulysses.ny.us at least 24 hours prior to the date of the hearing. The purpose of the public hearing is for all*  
10 *persons wishing to comment in favor or against the 2021 Fire Protection Agreement with the Village of Trumansburg to*  
11 *have an opportunity to provide their comments thereon, and be it further*

12 *RESOLVED, that in addition to participation in the public hearing, all members of the public wishing to submit written*  
13 *comments on the proposed local law may do so in writing addressed to the Town Clerk at 10 Elm Street, Trumansburg,*  
14 *NY 14886 or by email to clerk@ulysses.ny.us, and be it further*

15 *RESOLVED, that the Town Clerk is directed to publish notice of said hearing in the Ithaca Journal as required by law and*  
16 *the Town Board authorizes payment of expenses associated with said publications.*

17  
18 **Section 3d ++++++**

19 **RESOLUTION # \_\_\_\_ OF 2020: Creation of Zoning/Code/Fire Enforcement Officer Position**

20 *WHEREAS, the Ulysses Town Board wishes to increase the efficiency and extent of the enforcement activities that are*  
21 *currently divided between the Code Enforcement Officer and the Zoning Officer and*

22 *WHEREAS, the Tompkins County Human Resources Department has a position entitled Zoning/Code/Fire Enforcement*  
23 *Officer that includes responsibility for enforcing building, fire, and zoning laws and regulations, and*

24 *WHEREAS, the Ulysses Town Board has recently authorized increased time for code and zoning enforcement starting in*  
25 *2021, now therefore be it*

26 *RESOLVED, that the Town of Ulysses reclassify the Code Enforcement Officer position to the position of Zoning/Code/Fire*  
27 *Enforcement Officer and further*

28 *RESOLVED, that the new Zoning/Code/Fire Enforcement Officer position be created as a Part Time, B class, salaried*  
29 *position effective \_\_\_\_\_ at an annual rate of \$----- for 2020 and \$----- for 2021 and further*

30 *RESOLVED, that the Ulysses Supervisor submit to Tompkins County Human Resources a reclassification form to certify*  
31 *that the Town of Ulysses considers the Zoning/Code/Fire Enforcement Officer position to be more appropriate to the*  
32 *duties, responsibilities, knowledge, skills, abilities, and minimum qualifications of the position as it exists today and*  
33 *further*

34 *RESOLVED, that the Ulysses Town Board appoints Mark Washburn to the newly reclassified position of Zoning/Code/Fire*  
35 *Enforcement Officer effective \_\_\_\_\_ and further*

36 *RESOLVED, that the probationary period for the new position be set at three (3) months from the time of appointment*  
37 *and further*

1 RESOLVED, that the Supervisor request that the Tompkins County Human Resources Department schedule a promotional  
2 exam for this position and this incumbent.

3 **Section 3e** ++++++

4 WHEREAS, the Labor Agreement between the Town of Ulysses and Teamsters Local 317 was negotiated through the end  
5 2020 and

6 WHEREAS, both the Union and the Town have agreed that it is in the mutual interest of both parties to extend the  
7 contract through December 31, 2021 and

8 WHEREAS, the following terms and conditions have been agreed to for the one-year extension:

9 1. Section 12.1a HOURS AND WORK WEEK of the current contract shall be amended as follows

10 The standard workweek for all full-time employees shall be forty (40) hours. ~~The standard workweek shall consist of~~  
11 ~~five (5) consecutive eight (8) hour workdays running from Monday through Friday.~~ Standard work day hours are set  
12 by the Highway Superintendent and can vary seasonally. Standard work day hours are set annually by the Highway  
13 Superintendent at the Organizational Meeting. Currently selected hours are as below but are subject to change on  
14 notice per the above. Current standard work hours shall be from 6:30 am to 3:00 pm Monday through Friday April 1<sup>st</sup>  
15 – October 31<sup>st</sup> and 7:00 am to 3:30 pm November 1<sup>st</sup> through March 31<sup>st</sup>. [NEW]: The Superintendent may schedule  
16 split shifts for plowing, 4 ten-hour days, and/or a 40 hour week with flex time to accommodate routine weekend  
17 water duties as regular time.

18 2. Section 12.3 WAGES shall be amended as follows:

- 19 • The 2021 base wage for Machine Equipment Operators shall be \$23.00/hour, an increase of \$.25/hour
- 20 • The Primary Water Operator shall receive an additional \$.25/hour for hours worked exclusively on water

21 NOW THEREFORE BE IT

22  
23  
24 RESOLVED, that the Ulysses Town Board hereby agrees to the proposed extension of the Labor Agreement through  
25 December 31, 2021 and further

26  
27 RESOLVED, that the next agreement be negotiated by August 1, 2021.  
28

29 **Section 3f** ++++++

30 RESOLUTION # \_\_\_\_ OF 2020: Approval of NYS Department of Transportation Agreement RE: Culvert Replacement  
31 Project # \_\_\_\_

32 HC-140 (6/03) NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 5A

33 Pg. 1 of 4 UTILITY WORK AGREEMENT

34 Since the construction, reconstruction, or maintenance of the transportation project described below, identified  
35 as:

Project Identification No.: <b>3807.62</b>	F.A. Project No.:
ROW Declaration No.:	Map Nos.:

Parcel Nos.:	County of: Tompkins
Contract No.:	

Project Description: Route 96 Culvert Replacement

necessitates the adjustment of utility facilities as hereinafter described, the owner,

**Town of Ulysses,**

of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

**I. Existing Facilities**

Existing 10(ten) inch ductile iron water line

presently located on Route 96 within the Town of Ulysses Right-of-Way

as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

The state's contractor will relocate the 10-inch water main in conflict with the proposed work. The waterline relocation will be from station 283+57 to 248+14 RT. The waterline relocation work will be coordinated with the Town of Ulysses.

for an estimated \$ .

HC-140 (6/03)

**UTILITY WORK AGREEMENT**

REF. # 5A

Pg. 2 of 4

**II. Financial Responsibility** (check appropriate boxes):

The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at

1 the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of  
2 State highway work. (Municipal Agreement required.)

3  
4  Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to  
5 participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned  
6 facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation  
7 Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

8  
9  Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the  
10 request of a municipality, to perform for and at the expense of such municipality specified work to be included  
11 within a State-let contract. (Betterment Resolution required.)

12  
13  Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the  
14 request of a public utility corporation, to perform for and at the expense of such public utility corporation specified  
15 work to be included within a State-let contract.

16  
17  Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into  
18 an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this  
19 adjustment, or to replace the facilities in kind.

20  
21  The owner will develop and keep a record of costs in accordance with the New York State Department of  
22 Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the  
23 Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

24  
25 \_\_\_\_\_  
26  
27 \_\_\_\_\_

28  
29 HC-140 (6/03)

**UTILITY WORK AGREEMENT**

REF. # 5A

30 Pg. 3 of 4

31  
32 **III. Physical Adjustment Method** (check appropriate boxes):

33  
34 The actual adjustment or design engineering will be performed by the following method (s):

35  
36  Contract let by the Commissioner.

Contract let by the Owner, (check applicable statement, i.e., a or b)

a. Best Interests of State.

b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

**IV. Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows:

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$\_\_\_\_\_ to cover the cost of the betterment as described above.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

**V. General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.

- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

HC-140 (6/03)

**UTILITY WORK AGREEMENT**

REF. # 5A

Pg. 4 of 4

**VI. References**

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents: Contract number \_\_\_\_\_  
 PIN 3807.62  
 Plan sheets No. \_\_\_\_\_

Owner's plan sheets \_\_\_\_\_

Owner's estimate sheets form No. \_\_\_\_\_

Resolution dated \_\_\_\_\_, by \_\_\_\_\_

Granting the State of New York authority to perform the adjustment for the owner.

Agreeing to maintain facilities adjusted via State-let contract.

Authorizing deposit of funds by the owner.

Certification by the owner or his agent that he has the legal authority to enter into this agreement.

1  
2  
3  
4  
5  
6  
7  
8

---

For Town of Ulysses by Nancy Zahler (Signature) Supervisor Date

---

For NYSDOT Main Office Utility Engineer Title Date