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 **ULYSSES TOWN BOARD**

 **RESOLUTIONS for NOVEMBER 10, 2020**

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

**RESOLUTION #\_\_\_\_\_ of 2020: Approval of the 2021 Fire Protection District Agreement for 2021**

*WHEREAS, a fire protection district known as the “Fire Protection District of the Towns of Ulysses, Hector and Covert” (hereafter referred to as “the Fire Protection District”) has been duly established in the said towns; and*

*WHEREAS, the Fire Protection District encompasses the following territory in the Town of Ulysses: All of the Town of Ulysses, excepting the area within the limits of the incorporated Village of Trumansburg; and*

*WHEREAS, the Village of Trumansburg (hereafter referred to as “the Village”) maintains a volunteer fire department, with adequate and suitable apparatus, equipment and training for the furnishing of fire protection services within the Fire Protection District; and*

*WHEREAS, Town Law §184 permits a town to contract with a village which maintains adequate and suitable apparatus and appliances for the furnishing of fire protection services in such fire protection district; and*

*WHEREAS, the Town wishes to contract with the Village to provide fire protection services in the Fire Protection District; and*

*WHEREAS, a public hearing as required by §184 of the Town Law was duly advertised on October \_\_, 2020 and*

*WHEREAS, the Towns of Covert and Hector were invited on October 30, 2020 via email to join the Joint Public Hearing and*

*WHEREAS, the Public Hearing was held on November 10, 2020 at 7:00 p.m. via ZOOM hosted by the Town of Ulysses,*

*NOW, THEREFORE, BE IT*

*RESOLVED THAT: The Town Board of the Town of Ulysses hereby approves and authorizes execution of the attached Agreement between the Village and the Town, whereby the Village will provide the Town with fire protection capable of responding to fire related and health related emergencies on an ongoing basis within the Fire Protection District, for the period from January 1, 2021 until December 31, 2021. And be it further*

*RESOLVED that, pursuant to the Agreement, the Town shall pay the Village the sum of $228.783.00 for such services, on or before February 15, 2021, contingent upon the Village’s compliance with its reporting requirement by providing monthly reports for 2020 and monthly thereafter. And be it further*

*RESOLVED that, the Supervisor of the Town of Ulysses is hereby authorized to execute the Agreement on behalf of the Town of Ulysses. And be it further*

*RESOLVED that the Town Supervisor is authorized to withhold the release of the payment due February 15, 2021 until monthly reports are provided.*

**Section 4b +++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION #\_\_\_\_\_ of 2020: Approval of the 2021 Fire Protection District Agreement for 2021**

*WHEREAS, Section 122-B of the General Municipal Law allows a municipality to contract for Ambulance Services and*

*WHEREAS, the Town of Ulysses created an Ambulance Service District that encompasses the following territory in the Town of Ulysses: All of the Town of Ulysses, excepting the area within the limits of the incorporated Village of Trumansburg; and*

*WHEREAS, the Village of Trumansburg (hereafter referred to as “the Village”) maintains an Ambulance Service with adequate and suitable apparatus, equipment, personnel, and training for the furnishing of emergency medical services; and*

*WHEREAS, the Town wishes to contract with the Village to provide Ambulance Services in the Ambulance Services District; and*

*NOW, THEREFORE, BE IT*

*RESOLVED THAT: The Town Board of the Town of Ulysses hereby approves and authorizes execution of the attached Agreement between the Village and the Town, whereby the Village will provide pre-hospital emergency medical services within the Town of Ulysses Ambulance Services District, for the period from January 1, 2021 until December 31, 2021. And be it further*

*RESOLVED that, pursuant to the Agreement, the Town shall pay the Village the sum of $418,900 for such services, on or before February 15, 2021, contingent upon the Village’s compliance with its reporting requirement by providing monthly reports for 2020 and monthly thereafter. And be it further*

*RESOLVED that, the Supervisor of the Town of Ulysses is hereby authorized to execute the Agreement on behalf of the Town of Ulysses. And be it further*

*RESOLVED that the Town Supervisor is authorized to withhold the release of the payment due February 15, 2021 until monthly reports are provided.*

**Section 4c +++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION #\_\_\_\_\_\_ OF 2020: APPROVAL OF A NO-COST CONTRACT EXTENSION FOR THE
AERATOR CAPITAL PROJECT**

 *WHEREAS, The Town of Ulysses has undertaken a capital project to install an aerator and mixer and telemetry to improve
and monitor the water quality in the water tank on Van Dorn’s Corners Road serving Water District #3 and*

 *WHEREAS, there have been COVID-related supply chain delays in the project that exceed the timeframes agreed to in the
approved contract and*

 *WHEREAS, extending the schedule will not result in an increase to the total approved cost of the project,*

 *NOW THEREFORE BE IT
RESOLVED, that the Town Supervisor is hereby authorized to execute the contract extension..*

**Section 5a +++++++++++++++++++++++++++++++++++++++++++++++++++**

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

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

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

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

*RESOLVED, that the Ulysses Town Board authorizes the use of $\_\_\_\_\_\_ in resources in the Clerk’s office for copies of the summary, envelopes, mailing, and staff time or contractor expense to prepare such a mailing.*

**Section 5b +++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION # \_\_\_\_ OF 2020: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH TEAMSTERS LOCAL 317 TO EXTEND THE LABOR AGREEMENT THROUGH DECEMBER 2021**

*WHEREAS, the Labor Agreement between the Town of Ulysses and Teamsters Local 317 was negotiated through the end of calendar year 2020 and*

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

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

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

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

1. *Section 12.3 WAGES shall be amended as follows:*
	* *The 2021 base wage for Machine Equipment Operators shall be $23.00/hour, an increase of $.25/hour*
	* *The Primary Water Operator shall receive an additional $.25/hour for hours worked exclusively on water*

*NOW THEREFORE BE IT*

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

*RESOLVED, that the Ulysses Town Board hereby authorizes the Supervisor to sign a mutually agreeable Memorandum of Understanding with the Teamsters Local 317 for 2021.*

*RESOLVED, that the Town Board and Union agree to negotiate a new contract to start January 2022 as soon as feasible in 2021, with the compensation section agreed to before the Tentative Budget is submitted Sept. 30, 2021.*

*NOTE: AWAITING CONFIRMATION FROM UNION ON LAST RESOLVED (Ok to leave this in but not in Red)*

**Section 5c +++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION # \_\_\_\_ OF 2020: Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner and Agreeing to Maintain Facilities Adjusted Via State-let Contract**

 *WHEREAS, the New York State Department of Transportation (the State) proposes the construction, reconstruction, or improvement of a Large Culvert on Route 96 located in the Town of Ulysses in Tompkins County, PIN 3807.62 and*

*WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the relocation and adjustment to water mains and appurtenances, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and*

*WHEREAS, the service life of the relocated and or replaced utilities has not been extended, and*

*WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the above mentioned project.*

*NOW, THEREFORE,*

*BE IT RESOLVED: That the Town of Ulysses approves of the relocation of and adjustment to their water mains and appurtenances and the above mentioned work performed on the project and shown on the contract plans relating to the project and that Town of Ulysses will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.*

*BE IT FURTHER RESOLVED that Supervisor**has the authority to sign, with the concurrence of the Town Board, any and all documentation that may become necessary as a result of this project as it relates to the Town of Ulysses****,*** *and*

*BE IT FURTHER RESOLVED: That the clerk of the Town of Ulysses is hereby directed to transmit four (3) certified copies of the foregoing resolution to the New York State Department of Transportation*.

**Section 7 +++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION # \_\_\_\_ OF 2020: APPROVAL OF MINUTES**

*RESOLVED that the Ulysses Town Board approves the minutes from the Town Board meeting held October 27, 2020, the minutes from the Public Hearing on the 2021 Preliminary Budget on October 29, and the Special Town Board meeting held October 29, 2020*

**Section 8 ++++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION # \_\_\_\_ OF 2020: APPROVAL OF BUDGET MODIFICATIONS**

*RESOLVED that the Ulysses Town Board approves the budget modifications as presented at the Town Board meeting on 11/10/2020*

**Section 9 ++++++++++++++++++++++++++++++++++++++++++++++++++++**

**RESOLUTION # \_\_\_\_ OF 2020: PAYMENT OF CLAIMS**

*RESOLVED that the Ulysses Town Board has reviewed and approves the payment of claims for:*