

Work Session Agenda

TOWN OF WALLKILL
DATE: July 17, 2019

WORK SESSION
TIME: 7:00 PM

Topics:

- Letters For Non-Working Water Meters

Resolutions:

1. Resolution Appointing Part-Time Police Officer.
2. Resolution Ratifying MOA with PBA Regarding School Resource Officer (MOA attached).
3. Resolution Authorizing Commencement of Legal Proceedings Against Property Owners.
4. Resolution Authorizing Budget Amendments.
5. Resolution Appointing-Part Time Police Officer.
6. Resolution Appointing Full-Time Account Clerk.
7. Resolution Appointing Full-Time Police Officers.

Executive Session:

Motion to Adjourn:

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented

By: _____

Sec'd by: _____

Date of Adoption: _____

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING A PART-TIME POLICE OFFICER**

WHEREAS, the Town Board of the Town of Wallkill wishes to hire additional part-time Police Officers in the Town of Wallkill Police Department; and

WHEREAS, Frank J. Basile fulfills the civil service requirements of knowledge, skills, and experience for the part-time Police Officer position; and

WHEREAS, the Town of Wallkill Police Department has a need for additional part-time Police Officers for the efficient and cost-effective functioning of that Department; and

WHEREAS, it is the opinion of the Chief of the Wallkill Police Department and the Town Board that the aforesaid individual is qualified to fill said position;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints **Frank J. Basile** to the position of part-time Police Officer to serve in said capacity at the Town of Wallkill Police Department; and be it further

RESOLVED, that said appointment shall be deemed effective immediately, subject to the submission and acceptance of all appropriate documentation by the Orange County Department of Human Resources as well as receipt of a satisfactory background check.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
 By: _____
 Sec'd by: _____
 Date of Adoption: _____

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
RATIFYING MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN AND THE TOWN OF WALLKILL POLICE OFFICERS' BENEVOLENT
ASSOCIATION, INC. WITH RESPECT TO THE TOWN'S
SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Town and the Town Of Wallkill Police Officers' Benevolent Association, Inc. (the "PBA") are parties to a collective bargaining agreement; and

WHEREAS, the Town Board and the PBA have agreed to modify the terms of the collective bargaining agreement to include the Town's newly instituted School Resource Program as set forth in a certain Memorandum of Agreement dated as of June ____, 2019; and

WHEREAS, the Town Board believes that it is in the public interest to enter into the aforesaid Memorandum of Agreement with the PBA;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Town Board of the Town of Wallkill,

THAT said Town Board hereby ratifies and approves the Memorandum of Agreement between the Town of Wallkill and the PBA dated as of June ____, 2019, a copy of which is annexed to this resolution.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives of the **Town of Wallkill ("Town")** and the **Wallkill Police Benevolent Association, Inc. ("PBA")**, referred to collectively as the parties.

WHEREAS, the Town and the PBA are parties to a collective bargaining agreement ("Agreement" or "CBA") for the term January 1, 2017 through December 31, 2019; and

WHEREAS, the parties have reached an agreement regarding the terms and conditions for the School Resource Officer ("SRO") assignment, and wish to memorialize their understanding, in writing, and to attach this Memorandum of Agreement to the Agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the representatives of both the Town and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and Town Board as set forth herein.
2. All terms and conditions of the Agreement, which has an expiration date of **December 31, 2019**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **June (INSERT DATE HERE), 2019**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the Town Supervisor and Chief of Police shall be notified of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the Supervisor shall then place this matter on the agenda for its next regularly scheduled Town Board meeting, or special meeting, to be held no later than **June (INSERT DATE HERE), 2019**, at which a ratification vote of this Memorandum of Agreement shall be conducted.
6. After ratification by the PBA and Town Board, all new terms and conditions shall become effective retroactively to on or about **July 1, 2019**, the beginning of the school year, except those that may have an implementation date(s) that occurs at a specific period as set forth in this Memorandum of Agreement.
7. The parties agree that upon approval of the Town Board after the ratification vote by the PBA, this Memorandum of Agreement shall have the full force and effect of the Agreement between the parties, and enforceable through the Grievance Procedure.

8. Utilizing the procedure described in the new Article 21 Section 21.3 attached, the Town shall assign full-time police officers who volunteer to serve as SROs in Enlarged City School District of Middletown schools located in the Town of Wallkill and shall assign part-time police officers who volunteer to serve as SROs in Pine Bush Central School District schools located in the Town of Wallkill.

9. This Memorandum of Agreement shall be attached to the **January 1, 2017 – December 31, 2019** Agreement, and incorporated in the text of any new Agreement, and as may be mutually modified in any future negotiations between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Town Board, the parties agree that the SRO assignment shall reflect the following terms and conditions as attached to this Memorandum of Agreement, to be incorporated in to the parties' Agreement.

Town of Wallkill

Town of Wallkill Police Benevolent Association

By:

By:

Edward A. Diana, Supervisor

Jeremy Warner, President

Date: June ____, 2019

Date: June ____, 2019

ARTICLE 21 - WORK SCHEDULES: (p. 18) - Amend by adding a new **Section 21.3** to read as follows:

21.3. School Resource Officer:

1. The School Resource Officers (“SRO”), shall be full-time employees who volunteer to serve as SROs in Enlarged City School District of Middletown schools located in the Town of Wallkill or part-time police officers who volunteer to serve as SROs in Pine Bush Central School District schools located in the Town of Wallkill. The assignment shall be for the school year, as set forth herein, with the assignment to be made prior to the beginning of the school year. Each year by June 1st, interested full time officers will submit their names and written qualifications for consideration for assignment to the SRO (positions) for the coming school year commencing in September. The applications will be evaluated by the Town and appropriate school district officials. Personal interviews will then be conducted by Town and school district personnel. The Officers selected for assignment will be notified by the Chief or his designee no later than July 1. In the event that there are no interested candidates, or the interested candidates are deemed to be unsuitable for the SRO position, the Town shall assign an officer to the SRO position by reverse seniority.

2. At the written request of the SRO, which shall be submitted no later than July 1st of each year to the Chief of Police that he/she seeks to discontinue with the assignment, and in that event, he/she shall be removed for the next school year and returned to and assigned back to patrol duties pursuant to the Agreement.

3. The school year shall be from September, after Labor Day, to June, after the high school graduation, with the specific dates to be as determined by the school district agreement with the Town. The SRO shall work the school calendar each year as set forth herein.

4. The SRO shall be scheduled to work eight (8) consecutive hours, Monday through Friday, with Saturday and Sunday off. The SRO may be assigned one of three (3) shifts 7:00-3:00, 7:30-3:30, and 8:00-4:00 depending on start time for their specific schools.

5. In recognition that the SRO does not work the patrol work schedule, he/she shall be entitled to and be credited with twenty (20) chart days at the beginning of each school year. SROs shall use the following time during the school calendar year:

- a) A maximum 5 vacation days may be taken at the officer’s discretion
- b) 20 chart days to be taken for those days that the school is closed.
- c) Of the 10 CBA contractual holidays during the school year, the SRO shall utilize two of the 20 chart days and have the option to either work the other 8 CBA contractual holidays or to use available benefit time.

- d) Sick, bereavement and personal time shall be utilized in accordance with the CBA
- e) Any remaining contractual time off shall be utilized when school is not in session.

6. If the event the SRO assigned to the Enlarged City School District of Middletown schools is sick, he/she shall be entitled to utilize sick leave under the Agreement, and shall notify the Police Department in accordance with Police Department Rules and Regulations and the school district designee. In the event that a part time SRO in the Pine Bush Central School District calls out from a regularly scheduled school day shift, for any reason, the Town will employ the following procedure to fill the shift in question:

- a. The Town shall first canvass those part time officers who have completed the SRO training program;
- b. If no such officers are available, the Town shall then canvass all other part time police officers.
- c. In the event that no part time police officers are available, the Town shall maintain all rights under the CBA to maintain scheduling.

7. During the summer months (i.e., after graduation in June to the start of school after Labor Day), unless assigned to perform SRO duties during regularly scheduled summer school, the SRO shall be assigned by the Chief of Police to report to one (1) of the tours of duty set forth in the Agreement (e.g., "A", "B" or "C" line) to work patrol duties and patrol work schedule until he/she resumes his/her SRO assignment. While assigned to patrol, the SRO shall be entitled to all chart days which are awarded to patrol officers based upon the schedule assigned. The assignment by the Chief shall not result in a change in the tour of duty of a patrol officer.

8. During the school year, and also during the summer months if assigned to SRO duties during summer school, the SRO shall be not be included in, nor shall be offered regular overtime opportunities for patrol coverage, including special duty details, unless the overtime has first been offered to all officers assigned to road patrol and all officers have declined the opportunity to work the overtime, or in the event a State of Emergency in the Town of Wallkill has been declared, as such is defined by Executive Law Article 2-B.

9. All overtime related to a school function(s) shall first (1st) be afforded to the SRO, and if he/she declines, it shall be offered, based on seniority using a rotational basis, to those working in patrol pursuant to the Agreement. In the event there is no

volunteer from the patrol, then the SRO shall be required at all times while working at the school, to work the overtime assignment.

10. The SRO shall wear the patrol issued uniform, unless otherwise directed by the Chief of Police or designee.

11. The assignment of an employee as an SRO which removes him/her from the patrol work schedule as set forth in the Agreement, shall not diminish the ability of employees in patrol from being granted the use of paid leave for time off. The SRO shall be treated as if he/she were working that day for the purpose of granting the use of paid leave for time off of the other employees. The use of paid leave by the SRO during the year, whether as an SRO or assigned to patrol duties, shall not impact or deny time off of those in the patrol work schedule. The SRO shall not be included in the staffing level of the patrol work schedule when assigned as and performing SRO or patrol duties.

12. The SRO shall not be permitted to swap/mutual his/her work hours or days off with other employees who are assigned to patrol duties while school is in session. However, the SRO shall be permitted to swap/mutual his/her tours of duty or days off with other employees who are assigned to patrol duties while school is not in session and when the SRO is assigned to and working patrol duties as set forth herein.

13. The SRO shall be provided with a marked police vehicle to take to and from the Police Department and the school each day when working at the school.

14. The Town acknowledges that the SRO shall be considered on duty when traveling to and from the Police Department and school, and while assigned at the school or functions for the purposes of receiving General Municipal Law Section 207-c status.

15. The Town shall defend and indemnify the SRO, to the extent permitted by law, for any injuries or damages that occur or are claimed to have occurred in the performance of his/her duties.

16. The assignment of an SRO is dependent upon the school district funding of the program. In the event funding is not provided by the school district, the employee assigned as the SRO will be returned to and be assigned back to patrol duties.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented

By: _____

Sec'd by: _____

Date of Adoption: _____

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
AUTHORIZING THE COMMENCEMENT OF LEGAL PROCEEDINGS IN SUPREME
COURT AGAINST PROPERTY OWNERS**

WHEREAS, the Town of Wallkill Building Department has issued certain Notices of Violations and Stop Work Orders with respect to the properties known as

- Section Block Lot # 46-1-46 (502-508 Bart Bull Rd.)
- Section Block Lot # 46-1-50.2 (Bart Bull Rd.)
- Section Block Lot # 46-1-53 (240 Stony Ford Rd.)
- Section Block Lot # 46-1-54.1 (230 Stony Ford Rd.)
- Section Block Lot # 46-1-71.21 (460 Bart Bull Rd. S)

due to the property owners' failure to engage in business operations without an approved site plan and without obtaining the appropriate storm water pollution prevention ("SWPP") plans, permits and agreements in violation of the Town Code and State Law; and

WHEREAS, the property owners have indicated to Town officials that despite the Notices of Violations and Stop Work Orders, they intend to proceed with their illegal activities because they have appealed the orders of the Building Department to the Town's Zoning Board of Appeals and claim that such enforcement proceedings are stayed; and

WHEREAS, the Town Board has determined that in the event that the New York State Department of Environmental Conservation does not take enforcement and injunctive action at this time, in the interests of the health, safety and welfare of the adjoining property owners, the floodplain, the Wallkill River, the environment and the residents of the Town in general, it may be necessary to commence legal proceedings in Supreme Court, Orange County to obtain a court order enjoining further illegal activity on the subject properties pending the issuance of the required approvals and permits and compliance therewith,

Resolution No. : _of 2019

NOW THEREFORE, IT IS HEREBY RESOLVED,

That the Town Attorney is authorized to commence legal proceedings in Supreme Court, Orange County seeking injunctive and any other appropriate relief against the property owners of

- Section Block Lot # 46-1-46 (502-508 Bart Bull Rd.)
- Section Block Lot # 46-1-50.2 (Bart Bull Rd.)
- Section Block Lot # 46-1-53 (240 Stony Ford Rd.)
- Section Block Lot # 46-1-54.1 (230 Stony Ford Rd.)
- Section Block Lot # 46-1-71.21 (460 Bart Bull Rd. S)

To prevent further illegal activity on the subject properties pending the issuance of the required approvals and permits and compliance therewith.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

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By:
Sec'd by:
Date of Adoption:

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
AUTHORIZING BUDGET AMENDMENTS**

1. It is hereby resolved that the following amendment be made to the 2019 budget for the Water Fund:

Transfer \$20,000

From: Water Fund Balance (SWA599)

To: Transmission/Distribution Repairs (SWA8340.46404) \$10,000
Truck Repairs (SWA8340.456) \$10,000

The amendment is needed to replace funds transferred over to the Water Meter Purchase line to cover the cost of an order for 96 transmitters. These were ordered to continue converting water meters over to the cellular reading system that the town has been implementing for several years.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

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By:
Sec'd by:
Date of Adoption:

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING A PART-TIME POLICE OFFICER**

WHEREAS, there exists a vacancy in the Town of Wallkill Police Department for a part-time police officer; and

WHEREAS, Ralph Fiorentino fulfills the civil service requirements of knowledge, skill, and experience for the part-time police officer position; and

WHEREAS, the Town of Wallkill Police Department has a need for a part-time Police Officer for the efficient and cost-effective functioning of that Department; and

WHEREAS, it is the opinion of the Chief of Police and the Town Board of the Town of Wallkill that the aforesaid person is qualified to fill said position;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Ralph Fiorentino to the position of part-time Police Officer to serve in said capacity at the Town of Wallkill Police Department at the starting hourly rate of \$25.00/hr., effective as of August 17, 2018, pending completion of the, the receipt of a satisfactory background check and the submission to and approval by the Orange County Department of Human Resources-Civil Service Department of all appropriate documentation.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By:
Sec'd by:
Date of Adoption:

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING A FULL-TIME ACCOUNT CLERK**

WHEREAS, there exists a vacancy in the Town of Wallkill Accounting Department for full-time account clerk; and

WHEREAS, Brandy Yahm fulfills the civil service requirements of knowledge, skill, and experience for the full time account clerk position; and

WHEREAS, the Town of Wallkill Accounting Department has a need for a full-time account clerk for the efficient and cost-effective functioning of that Department; and

WHEREAS, it is the opinion of the Town Comptroller and the Town Board of the Town of Wallkill that the aforesaid person(s) is qualified to fill said position;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Brandy Yahm to the position of full-time account clerk to serve in said capacity at the Town of Wallkill Accounting Department at the starting annual salary of \$31,696/yr., effective as of June 4, 2018, pending approval by the Orange County Department of Human Resources-Civil Service Department of all appropriate documentation.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By:
Sec'd by:
Date of Adoption:

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Valentin				
<i>Councilman</i> Mr. Meyer				
<i>Councilman</i> Mr. Johnson				
<i>Supervisor</i> Mr. Diana				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING FULL TIME POLICE OFFICERS**

WHEREAS, there exists a vacancy in the Town of Wallkill Police Department for full-time police officers; and

WHEREAS, Giovanni Laguna, Joseph Levy, Joseph Storminger and Christopher Fury fulfill the civil service requirements of knowledge, skill, and experience for the full time police officer position; and

WHEREAS, the Town of Wallkill Police Department has a need for full-time police officers for the efficient and cost-effective functioning of that Department; and

WHEREAS, it is the opinion of the Chief of Police and the Town Board of the Town of Wallkill that the aforesaid person(s) is qualified to fill said position;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Giovanni Laguna to the position of full-time police officer to serve in said capacity at the Town of Wallkill Police Department at the starting hourly rate of \$23.91/hr., effective as of April 26, 2018, pending completion and receipt of a satisfactory background check and the submission to and approval by the Orange County Department of Human Resources-Civil Service Department of all appropriate documentation and it is further

Resolution No. :_of 2019

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Joseph Levy, Joseph Storminger and Christopher Fury to the position of full-time police officers to serve in said capacity at the Town of Wallkill Police Department at the starting hourly rate of \$23.91/hr., effective as of August 24, 2018, pending completion and receipt of satisfactory background checks and the submission to and approval by the Orange County Department of Human Resources-Civil Service Department of all appropriate documentation.