

# RESOLUTIONS FOR JUNE 2022

- RESOLUTION 06-2022-#1-** SHARED SERVICES AGREEMENT WITH THE TOWN OF ESOPUS FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#2-** SHARED SERVICES AGREEMENT WITH THE TOWN OF HURLEY FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#3-** SHARED SERVICES AGREEMENT WITH THE TOWN OF KINGSTON FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#4-** SHARED SERVICES AGREEMENT WITH THE TOWN OF LLOYD FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#5-** SHARED SERVICES AGREEMENT WITH THE TOWN OF MARBLETOWN FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#6-** SHARED SERVICES AGREEMENT WITH THE TOWN OF NEW PALTZ FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#7-** SHARED SERVICES AGREEMENT WITH THE TOWN OF OLIVE FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#8-** SHARED SERVICES AGREEMENT WITH THE TOWN OF ROCHESTER FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#9-** SHARED SERVICES AGREEMENT WITH THE TOWN OF SAUGERTIES FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#10-** SHARED SERVICES AGREEMENT WITH THE TOWN OF ULSTER FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#11-** SHARED SERVICES AGREEMENT WITH THE TOWN OF VILLAGE OF NEW PALTZ FOR TRAFFICE STUDY OF CERTAN HIGHWAY, NON-HIGWAY, SPECIALTY EQUIPMENT AND/OR SKILLED PERSONNNEL.
- RESOLUTION 06-2022-#12-** CONTRACT FOR SEALCOATING CREACKS AND RESTRIPIING PARKING LOT AT THE RONDOUT MUNICIPAL CENTER.
- RESOLUTION 06-2022-#13-** CONTRACT FOR SEALCOATING AND STRIPING OF THE PICKLEBALL COURT AT THE RONDOUT MUNICIPAL CENTER.
- RESOLUTION 06-2022-#14-** REQUESTING A TRAFFIC STUDY BY NEW YORK STATE DEPARTMENT OF TRANSPORTATION FO RTHE INTERSECTION OF STATE ROUTE 32 AND DEWITT MILLS ROAD.
- RESOLUTION 06-2022-#15-** APPLY FOR A GRANT FOR THE FY2022 COPS HIRING, PROGRAM

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Esopus having its principal place of business at 284 Broadway, Ulster Park, New York 12487 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be

responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Danielle Freer – Town of Esopus Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Holly Netter – Town of Esopus Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Mike Cafaldo – Town of Esopus Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Hurley having its principal place of business at 10 Wamsley Place, Hurley, New York 12443 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

1. **SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.
2. **TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.
3. **EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.
4. **MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Melinda McKnight – Town of Hurley Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Judy Mayhon – Town of Hurley Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Mike Shultis – Town of Hurley Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Kingston having its principal place of business at 906 Sawkill Road, Kingston New York 12401 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.



**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
Paul Landi – Town of Kingston Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Dennis Weiss – Town of Kingston Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Ed Moore – Town of Kingston Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Lloyd having its principal place of business at 12 Church Street, Highland, New York 12528 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

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**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

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**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

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**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
David Plavchak – Town of Lloyd Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Wendy Rosinski – Town of Lloyd Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Richard Klotz – Town of Lloyd Highway Superintendent

Date: \_\_\_\_\_

**Shared Services Agreement**

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Marblatown having its principal place of business at 1925 Lucas Avenue, Cottekill, New York 12419 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and / or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement: and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

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

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher - Town of Rosendale Highway Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Parete – Town of Marbletown Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Heather Moody – Town of Marbletown Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
George Dimler – Town of Marbletown Highway Superintendent

Date: \_\_\_\_\_



## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of New Paltz having its principal place of business at 52 Clearwater Road, New Paltz New York 12561 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
Neil Bettez – Town of New Paltz Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Rosanna Mazzaccari – Town of New Paltz Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Chris Marx – Town of New Paltz Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the **TOWN OF OLIVE**, having its principal place of business at 45 Watson Hollow Road, West Shokan NY 12494 and the **TOWN OF Rosendale**, having its principal place of business at 1915 Lucas Avenue, Cottekill, NY 12419 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party may be the "Lender" and the other party may be the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement; and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on June 1, 2022 and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and/or materials loaned. In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. **The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage.**

The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Office of the Commissioner of the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.


**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By:   
Jim Sofranko --- Town of Olive Supervisor

Date: 5/13/22

Attest to:

By:   
Dawn Giuditta --- Town of Olive Town Clerk

Date: 5/11/22

Agreed to:

By:   
Brian Burns --- Town of Olive Highway Superintendent

Date: 5/11/2022

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mandy Donald --- Town of Rosendale Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher --- Town of Rosendale Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Rochester having its principal place of business at 50 Scenic Road, Accord, New York 12404 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and / or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement: and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.



IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
Michael Baden – Town of Rochester Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Kathleen Gundberg – Town of Rochester Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Jeff Frey – Town of Rochester Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Saugerties having its principal place of business at 4 High Street, Saugerties, New York 12477 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

1. **SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.
2. **TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.
3. **EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.
4. **MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

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**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
Fred Costello – Town of Lloyd Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Lisa Mayone – Town of Lloyd Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Raymond Mayone – Town of Lloyd Highway Superintendent

Date: \_\_\_\_\_

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Town of Ulster having its principal place of business at 1 Town Hall Drive, Lake Katrine, New York 12449 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

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

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher - Town of Rosendale Highway Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James E. Quigley 3<sup>rd</sup> – Town of Ulster Supervisor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Suzanne Reavy – Town of Ulster Town Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Frank Petramale – Town of Ulster Highway Superintendent

Date: \_\_\_\_\_

## **Shared Services Agreement**

**THIS AGREEMENT**, is entered into by and between the TOWN OF ROSENDALE, having its principal place of business at 1915 Lucas Avenue, Cottekill, New York 12419 and the Village of New Paltz having its principal place of business at 25 Plattekill Avenue, New Paltz, New York 12561 (hereinafter referred to as the “Party” or “Parties”). It is understood that any specific time, one party maybe the “Lender” and the other party maybe the “Borrower” as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement.

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on \_\_\_\_\_ and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen’s compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship 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. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

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**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Jeanne L. Walsh – Town of Rosendale Supervisor

Date: June 1, 2022

Attest to:

By: \_\_\_\_\_  
Mandy Donald – Town of Rosendale Town Clerk

Date: June 1, 2022

Agreed to:

By: \_\_\_\_\_  
Robert Gallagher – Town of Rosendale Highway Superintendent

Date: June 1, 2022

By: \_\_\_\_\_  
Tim Rogers – Village of New Paltz Mayor

Date: \_\_\_\_\_

Attest to:

By: \_\_\_\_\_  
Alberta G. Shaw – Village of New Paltz Village Clerk

Date: \_\_\_\_\_

Agreed to:

By: \_\_\_\_\_  
Gene Bleu Terwilliger – Village of New Paltz Highway Superintendent

Date: \_\_\_\_\_

**RESOLUTION – CONTRACT FOR SEALCOATING CRACKS AND RESTRIPIING PARKING LOT AT THE RONDOUT MUNICIPAL CENTER**

**WHEREAS**, the cracks in the parking lot at the Rondout Municipal Center needs to be seal coated and the parking lot needs to be restriped, and

**WHEREAS**, the Town received two (2) quotes:

JK Seal Coaters	\$6,670
Zac’s Sealcoating Plus	\$10,200

which have 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 JK Seal Coaters for sealcoating of the cracks and restriping of the parking lot at the Rondout Municipal Center, and

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

Motion made at a meeting of the Town Board of the Town of Rosendale, June 1, 2022, by Supervisor Walsh and seconded by Council \_\_\_\_\_.

VOTING MEMBERS:

- Councilman Havranek \_\_\_\_\_
- Councilmember Klepeis \_\_\_\_\_
- Councilmember Pryslopski \_\_\_\_\_
- Councilmember Wykoff \_\_\_\_\_
- Supervisor Walsh \_\_\_\_\_

**RESOLUTION – CONTRACT FOR SEALCOATING AND STRIPING OF THE PICKLEBALL COURT AT THE RONDOUT MUNICIPAL CENTER**

**WHEREAS**, the Town of Rosendale and the Town of Marbletown has the need to have the pickleball court seal coated and striped at the Rondout Municipal Center, and

**WHEREAS**, the Town received two (2) quotes:

JK Seal Coaters \$1,465.20

Zac’s Sealcoating Plus \$2,169.00

which have 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 JK Seal Coaters for sealcoating and striping of the pickleball court at the Rondout Municipal Center, and

**BE IT FURTHER RESOLVED**, that this resolution shall become effective upon its passage 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, June 1, 2022, by Supervisor Walsh and seconded by Council \_\_\_\_\_.

VOTING MEMBERS:

Councilman Havranek \_\_\_\_\_

Councilmember Klepeis \_\_\_\_\_

Councilmember Pryslopski \_\_\_\_\_

Councilmember Wykoff \_\_\_\_\_

Supervisor Walsh \_\_\_\_\_

**RESOLUTION – REQUESTING A TRAFFIC STUDY BY NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE INTERSECTION OF STATE ROUTE 32 AND DEWITT MILLS ROAD**

**WHEREAS**, the Town of Rosendale desires to protect the health, safety and well-being of its citizens; and

**WHEREAS**, there is an immediate need to reduce speed limits for vehicle traffic to ensure the visibility and overall safety of the residents and visitors to the area; and

**WHEREAS**, Town of Rosendale Police Chief Scott Schaffrick has met with the New York State Department of Transportation and Ulster County Highway Department for solutions that will curb the number of accidents that occur at the intersection of State Route 32 and Dewitt Mills Road in the Town of Rosendale; and

**WHEREAS**; a traffic study is needed to put a plan in place; and

**WHEREAS**, the Town of Rosendale Town Board and Town of Rosendale Police Commission are concerned about the number of accidents that occur at this intersection; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Rosendale makes a formal request to the New York State Department of Transportation to do a traffic study at the intersection of State Route 32 and Dewitt Mills Road in the Town of Rosendale; and

**BE IT FURTHER RESOLVED** that the Town Board of the Town of Rosendale authorizes the Town Clerk to forward this resolution to the New York State Department of Transportation.

*Ask Jill for Hard Copy to Mail*

Motion made at a meeting of the Town Board of the Town of Rosendale, June 1, 2022, by Supervisor Walsh and seconded by Councilm\_\_\_\_\_.

VOTING MEMBERS:

- Councilman Havranek \_\_\_\_\_
- Councilmember Klepeis \_\_\_\_\_
- Councilmember Pryslopski \_\_\_\_\_
- Councilmember Wykoff \_\_\_\_\_
- Supervisor Walsh \_\_\_\_\_

**RESOLUTION – APPLY FOR A GRANT FOR THE FY2022 COPS HIRING PROGRAM**

**WHEREAS**, the Fiscal Year 2022 COPS Hiring Program (CHP) is a competitive grant program through the U.S. Department of Justice – Office of Community Oriented Policing Services (COPS) which is designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts; and

**WHEREAS**, funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring; and

**WHEREAS**; the Town of Rosendale Police Department is eligible and wishes to apply for this grant.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Rosendale authorizes the Supervisor to apply for the above grant.

Motion made at a meeting of the Town Board of the Town of Rosendale, June 1, 2022, by Supervisor Walsh and seconded by Councilm\_\_\_\_\_.

VOTING MEMBERS:

- Councilman Havranek \_\_\_\_\_
- Councilmember Klepeis \_\_\_\_\_
- Councilmember Pryslopski \_\_\_\_\_
- Councilmember Wykoff \_\_\_\_\_
- Supervisor Walsh \_\_\_\_\_