

# **RESOLUTIONS FOR SEPTEMBER 2023**

- RESOLUTION 9-2023-#1-** ANNUAL SOFTWARE SUPPORT CONTRACT FOR TOWN CLERKS OFFICE.
- RESOLUTION 9-2023-#2 -** SHARED SERVICES AGREEMENT WITH TOWN OF ESOPUS TO UTILIZE EQUIPMENT UPON EMERGENCY TO BE AUTHORIZED BY THEIR RESPECTIVE HIGHWAY SUPERINTENDENTS
- RESOLUTION 9-2023-#3 -** ESTIMATE FOR REPAIRS TO WATER PUMP AT THE RONDOUT MUNICIPAL CENTER
- RESOLUTION 9-2023-#4 -** CONTRACT FOR WINTERIZING POOL.

**RESOLUTION – ANNUAL SOFTWARE SUPPORT CONTRACT FOR TOWN CLERKS OFFICE**

**WHEREAS**, Williamson Law Book Company provides professional software, services and training to the Town Clerk, and

**WHEREAS**, Williamson Law Book has provided an annual contract for software and services in the amount of \$478.00, said contract which is attached hereto and made a part hereof.

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Rosendale hereby authorizes the Supervisor to enter into contract for said software and services.

Motion made at a regular meeting of the Town Board of the Town of Rosendale, September 6, 2023 by Supervisor Walsh and seconded by Councilm Ember Muller.

VOTING MEMBERS:

- Councilman Havranek      Y
- Councilmember Muller      Y
- Councilmember Sweeney      Y
- Councilmember Wykoff      Y
- Supervisor Walsh      Y

## Shared Services Agreement

**THIS AGREEMENT**, is entered into by and between the **TOWN OF ESOPUS**, having its principal place of business at 1 Town Hall Way, Ulster Park, New York 12487/PO Box 700, Port Ewen, NY 12466 and the **TOWN OF ROSENDALE** having its principal place of business at 1915 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 9/6/23 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 to 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.

**RESOLUTION – ESTIMATE FOR REPAIRS TO WATER PUMP AT THE RONDOUT MUNICIPAL CENTER**

**WHEREAS**, the Rondout Municipal Center (RMC) has the need to replace the domestic water booster pump; and

**WHEREAS**, the RMC Building Manager Joe La Fera received three proposals:  
    Jeff Lowe Plumbing, Heating & Air Conditioning, Inc., in the amount of \$24,227.00  
    Jeff Lowe Plumbing, Heating & Air Conditioning, Inc., in the amount of \$27,654.00 &  
    Just Right Mechanical Systems, LLC in the amount of \$6,400.00 which have been attached and made a part hereof; and

**WHEREAS**, after review of all three proposals a decision was made to sign an agreement with Just Right Mechanical Systems, LLC in the amount of \$6,400.00 for the pump replacement with an additional \$1,300.00 for working on Saturday and additional \$400.00 to replace valve.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Rosendale hereby authorizes the Supervisor to sign the Agreement with Just Right Mechanical Systems, LLC. For \$8,100.00 which has been attached and made a part hereof; and

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

Motion made at a meeting of the Town Board of the Town of Rosendale, September 6, 2023, by Supervisor Walsh and seconded by Councilmember Muller

VOTING MEMBERS:

- Councilman Havranek      ✓
- Councilmember Muller      ✓
- Councilmember Sweeney      ✓
- Councilmember Wykoff      ✓
- Supervisor Walsh      ✓

**RESOLUTION – CONTRACT FOR WINTERIZING POOL**

**WHEREAS**, the Rosendale Pool must be winterized for the season with no further delay; and

**WHEREAS**, one quote was received for this from Main Line Commercial Pools at 441 Fehley Drive King of Prussia, PA 19406.

**NOW, THEREFORE BE IT RESOLVED** that the Town Board of the Town of Rosendale authorizes the Supervisor to sign contract with Main Line Commercial Pools for \$ 4,200.00 for pool winterization which is attached hereto and made a part hereof.

Motion made at a meeting of the Town Board of the Town of Rosendale, September 6, 2023, by Supervisor Walsh and seconded by Councilm Ember Sweeney

VOTING MEMBERS:

- Councilman Havranek
- Councilmember Muller
- Councilmember Sweeney
- Councilmember Wykoff
- Supervisor Walsh