



TOWN OF ESOPUS

P.O. BOX 700

284 Broadway

Port Ewen, NY 12466

Phone (845) 339 - 1811 Fax (845) 338 - 5598

August 2, 2017

Town of New Paltz
Town Hall
52 Clearwater Road
P O Box 550
New Paltz, NY 12561

Attn: Neil Bettez, Town Supervisor

Dear Neil,

Enclosed are five Original Copies of the Shared Services Agreement between the Town of Esopus and the Town of New Paltz has been agreed in principal by the respective Town Supervisors. The following actions should be taken to complete the agreement:

1. Town of New Paltz should attach the required Insurance Certificates to the end of the package and sign where indicated.
2. Please return 2 completed Original copies to:
Diane McCord
Town of Esopus
P O Box 700
Port Ewen, NY 12466
3. Please forward one completed Original copy to:
Attn: Commissioner
Ulster County Department of Public Works
317 Shamrock Lane
Kingston, New York 12401

Should you have any questions, please feel free to call me.

Yours Truly,

Diane L. McCord
Supervisor

Enclosures – 5 Packets

Shared Services Agreement

THIS AGREEMENT, is entered into by and between the **TOWN OF ESOPUS**, having its principal place of business at Town Hall, 284 Broadway, Ulster Park, New York 12487, and the **TOWN OF NEW PALTZ**, having its principal place of business at Town Hall, 52 Clearwater Rd, New Paltz, NY 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: 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 **August 1, 2017** 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.

SIGNITURES CONTINUED NEXT PAGE

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

By: Diane L. McCord
Diane L. McCord
Supervisor
Town of Esopus

Date: August 1, 2017

Attest to:
By: Holly A. Netter
Holly A. Netter
Town Clerk
Town of Esopus

Date: August 1, 2017

Agreed to:
By: Michael Calfaldo
Michael Calfaldo
Highway Superintendent
Town of Esopus

Date: August 1, 2017

By: _____
Supervisor Neil Bettez
Town of New Paltz

Date: August __, 2017

Attest to:
By: _____
Town Clerk Rosanna Mazzaccari
Town of New Paltz

Date: August __, 2017

Agreed to:
By: _____
Highway Superintendent Christopher Marx
Town of New Paltz

Date: August __, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling, Inc. 110 Main Street Poughkeepsie NY 12601	CONTACT NAME: Donna Winnie	
	PHONE (A/C, No, Ext): (845) 454-0800	FAX (A/C, No): (845) 485-7804
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NYMIR c/o Wright Risk		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1772638242 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MLETESO001	1/14/2017	1/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		MCATESO001	1/14/2017	1/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 175,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		MECTESO001	1/14/2017	1/14/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Town of New Paltz is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Town of New Paltz Town Hall 52 Clearwater Road New Paltz, NY 12561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kevin Viana/DWINNI

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN

1a. Legal name and address of participant in County Self-Insurance Plan Town of Esopus PO Box 700 Port Ewen, NY 12466	1c. Telephone number of participant (845)331-3079
1b. Effective date of membership in the Plan <u>3/1/79</u>	1d. NYS Unemployment Insurance Employer Registration Number of participant 04-609509
2. Name and address of the entity requesting proof of coverage Town of New Paltz PO Box 550 New Paltz, NY 12561	1e. Federal Employer Identification Number of participant 14-6002164
	3. Name and address of County Self-Insurer Ulster County Self-Insurance Plan PO Box 1800 Kingston, NY 12402-1800

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Dorraine Whitney
(Print name of authorized representative of County Self-Insurer)

Certified by: Dorraine Whitney 7/31/17
(Signature) (Date)

Title: Administrator

Telephone Number: (845) 340-3564

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305