

**TOWN OF NEW LEBANON
RESOLUTION # 22, 2025
HIGHWAY INTER-MUNICIPAL COOPERATION AGREEMENT
JUNE 10, 2025**

At the Regular Monthly Meeting of the New Lebanon Town Board, held at the New Lebanon Town Hall, 14755 NYS Route 22, New Lebanon, New York, duly called and held on the 10th day of June 2025, the following Resolution was proposed and seconded:

Resolution by Supervisor Houghtling
Seconded by Councilmember Skerkis

HIGHWAY WORK INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL COOPERATION AGREEMENT IS MADE THIS 1ST DAY OF MAY, 2025 BY AND BETWEEN THE COUNTY OF COLUMBIA, THE TOWNS OF ANCRAM, AUSTERLITZ, CANAAN, CHATHAM, VILLAGE OF CHATHAM, CLAVERACK, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, GHENT, GREEPORT, HILLSDALE, KINDERHOOK, VILLAGE OF KINDERHOOK, LIVINGSTON, NEW LEBANON, VILLAGE OF PHILMONT, STOCKPORT, STUYVESANT, TAGHKANIC, VILLAGE OF VALATIE, AND CITY OF HUDSON.

Each party hereto is a municipal corporation (hereinafter referred to as party/parties) created under the laws of the State of New York. This agreement is authorized pursuant to Article 5-G of the General Municipal Law.

WHEREAS, each of the parties' desire cooperation and assistance by and between their respective Superintendent of Highways and Highway Departments for Public Works and including, but not limited to, the general maintenance, construction and repair of municipal roads, highways, bridges and property, as well as assistance during emergency situations.

NOW THEREFORE, for good and valuable consideration both tangible and intangible, each party hereto agrees as follows:

1. Each party herein is authorized to provide services and assistance to another party or parties to this agreement when requested by a party hereto. Such assistance, however, may only be provided to the extent that such assistance does not interfere with or materially diminish the level of services provided by the assisting party to its' own residents or is deemed inappropriate, by the Superintendent of Highways of the assisting party.
2. Although providing assistance by way of manpower and equipment is permissible, no party to this agreement may gift any materials or parts to the other parties.
3. Each party to this agreement warrants to the others that it maintains its own liability, property damage, motor vehicle and workers' compensation insurance and each municipality will hold the others harmless and indemnify the other(s) for its own acts or the acts and omissions of its employees.

This agreement will commence on May 1st, 2025 terminating on the 30th day of April 2030. Any party may cancel and exclude itself from this agreement upon thirty (30) days' notice to the others.

Should one or more parties cancel this agreement, said cancellation does not impair the validity of this agreement by and between the remaining parties.

Upon the question of the foregoing Resolution, the following Town Board Members voted "Aye" or "Nay" for said Resolution:

Roll Call Vote:

Councilmember Steve Powers	Aye
Councilmember Scout Metzler	Aye
Supervisor Tistrya Houghtling	Aye
Councilmember Joanne Amlaw	Aye
Councilmember Craig Skerkis	Aye

The Resolution, having been approved by a majority vote of the Town Board, was declared duly adopted by the Supervisor of the Town of New Lebanon.

Dated: June 10, 2025

Marcie Robertson
New Lebanon Town Clerk