

**AGENDA**  
REGULAR BI-MONTHLY TOWN BOARD MEETING  
Community Room, 1 Temple Dr., Tuxedo, NY 10987 and via Zoom  
Monday, May 13 2024 at 7:00pm

Call to Order  
Pledge of Allegiance

Oath of Office – Michael Kania, P/T Police Officer

Department Updates

**Presentation**

Town of Tuxedo Community Power Information Session

Public Comments on Agenda Items

**Agenda Items**

1. Resolution to Enter into Auctions International Contract
2. Resolution to Approve IT Upgrades to Highway Garage and Police Station
3. Resolution to Approve Purchase of ClearGov Budgeting Software
4. Resolution to Approve Purchase of Defibrillator Cases

Town Board Updates

Minutes

Vouchers

Other Business

Executive Session

Public Comments

Adjournment

**Call to Order**

\_\_\_\_\_ called to order the Town Board Meeting of May 13, 2024 at \_\_\_\_\_pm.

**Pledge of Allegiance to the Flag**

**Oath of Office – P/T Police Officer Michael Kania**

**Department Updates**

**Presentation:**

Town of Tuxedo Community Power Information Session – Peggy Kurtz, Joule

**Public Comment(s) on Agenda Items**

**Agenda Item #1 - Resolution to Enter into Auctions International Contract**

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ the into an agreement with Auctions International to

WHEREAS, the Town of Tuxedo desires to enter into the agreement with Auctions International to provide services to surplus Town equipment and vehicles; and

WHEREAS, the Town Board hereby approves and authorizes the Supervisor to sign the Agreement in the form annexed with Auctions International.

## ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on \_\_\_ / \_\_\_ / 20\_\_\_, between \_\_\_\_\_, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

### GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law) . The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

## **Agenda Item #2 - Resolution to Approve IT Upgrades to Highway Garage and Police Station**

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the work listed below by New Windsor IT:

48 Port POE Switch \$549.99 – Police Department

16 Port POE Switch \$186 – Highway

5 Year cloud management \$49.95 x2

**Agenda Item #3 – Resolution to Approve Purchase of ClearGov Budgeting Software**

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the purchase of budgeting software for the costs listed below and authorizes the Supervisor sign the Agreement in the form annexed with ClearGov.

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$3,600.00
Setup Bundle Discount	(\$720.00)
<b>Total Setup Service Fees</b>	<b>\$2,880.00</b>

  

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$9,600.00
ClearGov Digital Budget Book	\$5,500.00
Bundle Discount	(\$3,020.00)
<b>Total Annual Subscription Service Fees</b>	<b>\$12,080.00</b>

**Agenda Item #4 - Resolution to Approve Purchase of Defibrillator Cases**

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the purchase of 4 defibrillator cases with alarms for a cost up to \$1547.52 as listed in the quote from Stryker Medical dated May 8, 2024 to be paid using ARPA funds.

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	11220-000079	AED Wall Cabinet with Alarm - Surface Mount, Rolled Edges, White	PCE	4	\$372.00	\$1,488.00
Equipment Total:						\$1,488.00

**Trade In Credit:**

Product	Description	Qty	Credit Ea.	Total Credit
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**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$59.52
<b>Grand Total:</b>	<b>\$1,547.52</b>

**Other Business**

1. Police Station Repairs

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to accept the proposal from \_\_\_\_\_ in the amount of \_\_\_\_\_

2. Chair Yoga Series

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_

6 weeks of Chair Yoga, dates are May 15, May 22, May 29, June 5, June 12, June 19 for cost up to \$300.00

**Town Supervisor/Town Board Updates**

**Minutes**

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, to accept the Minutes of the Regular Bi-Monthly Town Board Meeting held on April 24, 2024.

**VOUCHERS**

Below are the vouchers totaling \$5000 or greater:

2012923201	MVP Healthcare	5,787.06	May 2024 Town Hall Health Insurance
2012923205	Paul T. Herman	21,271.36	Vehicle Upfitting Chevy Tahoe
2012923206	Everbridge	5,400.00	Nixle 360 Annual Renewal
2012923222	Global Montello	6,307.18	April Diesel & Fuel Delivery #2/2
2012923239	Marshall Machinery	5,400.00	Excavator Rental April- Sewer Pump House Project
2012923243	Rockland Paramedic Services	65,724.36	May Paramedic Services
2012923251	Town of Tuxedo	6,852.70	Departmental Fuel- Highway Mar/Apr
2012923252	Town of Tuxedo	5,302.54	Departmental Fuel- Police Mar/Apr
2012923258	Hoffman Engineering	6,335.00	Tuxedo Farm Escrow
2012923262	Fusco Engineering	12,600.00	May 2024 Building Inspector
2012923283	Global Montello	7,079.14	May Diesel & Fuel Delivery #1/3

On a motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, that the following vouchers, having been audited by the Town Board, are hereby approved for payment:

Claim numbers: 2012923199 through 2012923291

General Fund:	\$133,971.86
Part-Town Fund:	\$54,162.35
Highway Town Wide:	\$11,977.79
Highway Part Town	\$8,534.61
Refuse and Garbage	\$0
Hamlet Sewer District	\$8,979.35
Trust and Agency	\$0
<b>Total Abstract Amount:</b>	<b>\$217,625.96</b>

**PUBLIC COMMENTS**

**EXECUTIVE SESSION**

On a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to enter into an Executive Session for the purpose of \_\_\_\_\_ at \_\_\_\_\_ pm.

On a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to leave Executive Session and re-enter the public meeting at \_\_\_\_\_ pm.

**ADJOURNMENT**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_, to adjourn the meeting at \_\_\_\_\_ pm.