

**VILLAGE OF BUCHANAN  
RESOLUTION AUTHORIZING INTERMUNICIPAL  
AGREEMENT WITH THE TOWN OF CORTLANDT**

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Dated: \_\_\_\_\_

WHEREAS, for the past decade, the Village of Buchanan and the Town of Cortlandt have been cooperating with respect to certain inter-municipal services; and

WHEREAS, the Village and the Town annually enter into three (3) Inter-municipal Agreements which allows for the Village to utilize any bids for supplies put out and accepted by the Town, allow the Village and the Town to share each others' vehicles and equipment, and provide for the Town to dispose of appliances collected within the Village that contain Freon gas; and

WHEREAS, it is the desire of both the Village Board and Town Board to continue this inter-municipal cooperation resulting in a cost savings to both the Village and the Town;

NOW BE IT THEREFORE RESOLVED, that the Mayor be and hereby is authorized to execute Inter-municipal Agreements with the Town of Cortlandt providing for and authorizing the Town's Purchasing Director to include the Village in advertisements of all bids by him so that the Village may utilize them, allow the Village and the Town to share each others' vehicles and equipment, and allow the Town to dispose of any appliances collected within the Village containing Freon gas.

Upon Roll Call Vote:

Mayor Sean Murray \_\_\_\_\_

Trustee Richard Funchion \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee Theresa Knickerbocker \_\_\_\_\_

Trustee Nicolas Zachary \_\_\_\_\_

Vote: Resolution carried by a vote of \_\_\_\_\_ to \_\_\_\_\_.

STATE OF NEW YORK            )  
                                          )SS.:  
COUNTY OF WESTCHESTER    )

I, KEVIN HAY, Village Clerk of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a meeting of said Board held May 1, 2012.

\_\_\_\_\_  
KEVIN HAY   Village Administrator/Clerk



# TOWN OF CORTLANDT

TOWN HALL  
1 HEADY STREET  
CORTLANDT MANOR, N.Y. 10567-1254  
(914) 734-1020 - FAX: (914) 734-1102  
[www.townofcortlandt.com](http://www.townofcortlandt.com)

Jo-Ann Dyckman  
Town Clerk

March 1, 2012

Mr. Kevin Hay  
Village Administrator  
Village of Buchanan  
Municipal Building  
Buchanan, New York 10511

Dear Mr. Hay:

At the regular Town Board meeting held on January 24, 2012, the Town Board adopted Resolutions #38-12, #39-12, and #40-12 authorizing the Supervisor to execute agreements regarding shared equipment.

Therefore, I have enclosed in triplicate the following Inter-Municipal Agreements along with copies of the resolutions, for the year 2012:

BIDDING BY TOWN PURCHASING DIRECTOR  
SHARED USE OF EQUIPMENT  
REMOVAL OF APPLIANCES CONTAINING FREON

Please sign the nine (9) copies and return same to me. When they are fully executed, I will send copies for your files.

If I can be of further assistance, please do not hesitate to contact me at 734-1023.

Very truly yours,

*Christine B. Cothren*

Christine B. Cothren  
Deputy Town Clerk  
Encs.

**THIS AGREEMENT** made the 24<sup>th</sup> day of January, 2012 by and between the **TOWN OF CORTLANDT**, a Municipal Corporation having it's principal place of business at One Heady Street, Cortlandt Manor, New York (hereinafter referred to as the "**TOWN**"), and the **VILLAGE OF BUCHANAN**, having it's principal place of business at 236 Tate Avenue, Buchanan, New York (hereinafter referred to as "**BUCHANAN**"), and the **VILLAGE OF CROTON-ON-HUDSON**, having it's principal place of business at Van Wyck Street, Croton-on-Hudson, New York, (hereinafter referred to as "**CROTON**"),

**WITNESSETH:**

**WHEREAS**, the governing bodies of the parties hereto realize that on a day to day basis there is an ongoing sharing of equipment and vehicles between the municipalities at the request of the respective Department Heads and Directors of various programs; and

**WHEREAS**, there has been an informal agreement with respect to how said sharing of vehicles and equipment would take place; and

**WHEREAS**, it is the desire of the governing bodies to memorialize this Agreement and to set forth the duties and obligations of the parties hereto,

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That all Department Heads, Directors, Supervisors, Managers of any of the Municipal entities herein are hereby authorized to loan on a temporary basis any equipment owned by any entity hereto to another Department of Agency of one of the other entities at the specific request of the appropriate Town or Village official.

2. That said equipment or vehicle lent to the participating municipality herein shall be delivered with a full tank of fuel and shall be returned with a full tank of fuel.
3. That the parties hereto agree to keep all of their motor vehicles insured in accordance with the requirements of the Vehicle & Traffic Law throughout the term of this Agreement with respect to any vehicle which may be subject to this Agreement.
4. That it is specifically agreed that the vehicles will be returned in the same condition as they were lent and with a full tank of fuel and with all other fluids checked therein and replaced as would be normally required in the vehicle or equipment of the kind and nature involved.
5. That all of the sharing of equipment will be without charge of any kind other than as set forth herein.
6. The parties hereto agree at the beginning of each year to provide each other with a Certificate of Insurance with respect to their general liability policies naming each other as an additional insured on their said policies with respect to any liabilities that may arise out of this Agreement.

IN WITNESS HEREOF, the Chief Executive Officer of the Municipal entities herein, have executed this Agreement by virtue of the authority vested in them by approval resolutions of their governing body, the date above written.

TOWN OF CORTLANDT

By: \_\_\_\_\_  
SUPERVISOR

VILLAGE OF CROTON-ON-HUDSON

By:  \_\_\_\_\_  
VILLAGE MANAGER

VILLAGE OF BUCHANAN

By: \_\_\_\_\_  
MAYOR

**THIS AGREEMENT** made the 24<sup>th</sup> day of January, 2012 by and between the **TOWN OF CORTLANDT**, a Municipal Corporation having it's principal place of business at One Heady Street, Cortlandt Manor, New York (hereinafter referred to as the "**TOWN**"), and the **VILLAGE OF BUCHANAN**, having it's principal place of business at 236 Tate Avenue, Buchanan, New York (hereinafter referred to as "**BUCHANAN**"), and the **VILLAGE OF CROTON-ON-HUDSON**, having it's principal place of business at Van Wyck Street, Croton-on-Hudson, New York, (hereinafter referred to as "**CROTON**"),

**WITNESSETH:**

**WHEREAS**, it is the desire of the Municipalities named herein to cooperate with respect to the utilization of the services of the Town's Purchasing Department; and

**WHEREAS**, the parties hereto are desirous of authorizing the Purchasing Director of the TOWN to advertise all of his bid requests and Requests for Proposals and names of all three Municipalities,

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

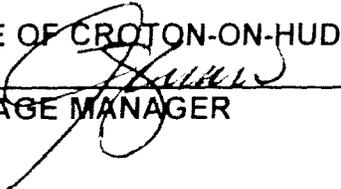
1. That the Director of Purchasing of the TOWN is authorized in advertising for any bid for any material or merchandise to include in all of his public notifications and advertisements the names of the three Municipal entities.
2. That the Director of Purchasing of the TOWN shall make it a specific condition of any bids awarded by him that either BUCHANAN or CROTON may avail themselves and purchase any of the materials bid.
3. That BUCHANAN and CROTON agree to make available to the Director of Purchasing of the Town in a timely fashion information as to the quantity and type of materials that they use on an annual basis.

- 4. That the governing Boards of all the parties hereto specifically authorize and consent that the Director of Purchasing of the Town is duly authorized to advertise and award bids in their name in accordance with the provisions of the VILLAGE LAW, TOWN LAW, and the LOCAL FINANCE LAW, and any other applicable Local Law regulation.
- 5. It is specifically agreed that the providing of these services by the TOWN's Director of Purchasing shall be without cost to the VILLAGES.
- 6. It is specifically agreed that BUCHANAN and CROTON will be responsible for the payment of any materials purchased by them from the bids awarded by the TOWN's Director of Purchasing.

**IN WITNESS WHEREOF**, the Chief Executive Officials of each of the aforementioned Municipalities have annexed their hands and seals by the authority invested in them by the annexed copy of the resolutions of their governing bodies authorizing their signatures hereto.

**TOWN OF CORTLANDT**  
By: \_\_\_\_\_  
SUPERVISOR

**VILLAGE OF BUCHANAN**  
By: \_\_\_\_\_  
MAYOR

**VILLAGE OF CROTON-ON-HUDSON**  
By:  \_\_\_\_\_  
VILLAGE MANAGER

**THIS AGREEMENT** made the 24th day of January, 2012 by and between the **TOWN OF CORTLANDT**, a Municipal Corporation having it's principal place of business at One Heady Street, Cortlandt Manor, New York (hereinafter referred to as the "**TOWN**"), and the **VILLAGE OF BUCHANAN**, having it's principal place of business at 236 Tate Avenue, Buchanan, New York (hereinafter referred to as "**BUCHANAN**"), and the **VILLAGE OF CROTON-ON-HUDSON**, having it's principal place of business at Van Wyck Street, Croton-on-Hudson, New York, (hereinafter referred to as "**CROTON**"),

**WITNESSETH:**

**WHEREAS**, the TOWN has obtained a source who will remove the freon from any appliances having freon gas contained therein in compliance with EPA standards; and

**WHEREAS**, BUCHANAN and CROTON are desirous of having said vendor remove the freon gas from appliances collected by them through their Municipal Garbage Collection System; and

**WHEREAS**, the Town is desirous of enabling CROTON and BUCHANAN to avail themselves of the use of this service,

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That CROTON and BUCHANAN are entitled to deliver their white appliances to the TOWN Sanitation Facility on Roa Hook Road in the Town of Cortlandt, and to leave the same for disposal by the Town of Cortlandt's vendor.
2. That the TOWN will charge CROTON and BUCHANAN it's cost of \$10.00 per appliance which is paid to the vendor for the removal of the freon gas from the appliance in compliance with the EPA regulations.

3. That CROTON and BUCHANAN agree to pay said sum to the TOWN as billed based upon an agreed count as set forth between the foreman of the Operating Departments of the respective municipalities.
4. That the TOWN'S vendor will then take the appliances and dispose of same on behalf of the TOWN and CROTON and BUCHANAN.
5. That the TOWN will endeavor to provide CROTON and BUCHANAN with complete information with respect to the status of the TOWN'S Agreement with the vendor at all times.
6. That the TOWN will endeavor to give CROTON and BUCHANAN at least thirty (30) days notice of any changes or any cancellation with respect to the vendor's agreement with the TOWN should the TOWN be given adequate notice from the Vendor.
7. That this Agreement does not create a long term commitment on the part of the TOWN for the disposal of appliances containing freon gas and will continue in existence for so long as the TOWN is able to accommodate CROTON and BUCHANAN with respect to the disposal of any appliances containing freon gas.
8. The TOWN has received a copy of the vendor's license for the removal of freon gas and that it is in full force and effect and the TOWN will insure

that the vendor is in compliance with all EPA regulations with respect to the disposal of appliances containing freon gas.

- 9. The parties enter into this Agreement of Cooperation pursuant to the provisions of the General Municipal Law.

**IN WITNESS WHEREOF**, the Chief Executive Officers of the above mentioned Municipalities have set their hand and seal in accordance with the approval of their governing bodies.

**TOWN OF CORTLANDT**

By: \_\_\_\_\_  
SUPERVISOR

**VILLAGE OF CROTON-ON-HUDSON**

By:  \_\_\_\_\_  
VILLAGE MANAGER

**VILLAGE OF BUCHANAN**

By: \_\_\_\_\_  
MAYOR

**VILLAGE OF BUCHANAN  
RESOLUTION APPOINTING POLICE OFFICER**

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Dated: \_\_\_\_\_

**WHEREAS**, due to a recent vacancy that has occurred in the Village Police Department;  
and

**WHEREAS**, Chief of Police Brian Tubbs has previously interviewed several candidates  
for the position; and

**WHEREAS**, the Village Board has met with his recommended candidate; and

**WHEREAS**, his recommended candidate is already appointed permanently as a police  
officer in the Town of North Castle Police Department and is willing to transfer to the  
Village of Buchanan;

**NOW THEREFORE, BE IT RESOLVED**, that Thomas Cobelli of Lake Peekskill,  
New York be and is hereby appointed as Police Officer in the Village of Buchanan Police  
Department subject to completed background investigation, effective no later than sixty  
(60) days from the date of this resolution; and

**BE IT FURTHER RESOLVED**, that said Thomas Cobelli shall arrange for the  
resignation and reinstatement of his Civil Service status to the Village of Buchanan; and

**BE IT FURTHER RESOLVED**, that the hiring of said officer at a yearly salary of  
\$ 83,572.00 is subject to the terms and conditions of the Village's Collective Bargaining  
Agreement with the Federation of Police and any memorandums of understanding  
thereunder; and

**BE IT FURTHER RESOLVED**, that the hiring of said officer is also subject to  
approval of the Westchester County Civil Service with an effective date no later than  
sixty (60) days from the date of this resolution, after which time the Village reserves all  
rights to withdraw the offer of employment.

**UPON ROLL CALL VOTE**

Mayor Sean Murray \_\_\_\_\_

Trustee Richard Funchion \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee Theresa Knickerbocker \_\_\_\_\_

Trustee Nicolas Zachary \_\_\_\_\_

VOTE: Resolution carried by a vote of \_\_\_\_\_ in favor, and \_\_\_\_\_ opposed.

STATE OF NEW YORK            )  
COUNTY OF WESTCHESTER    )     ss.:

I, KEVIN HAY, Village Clerk of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a regular meeting of said Board held May 2, 2012.

\_\_\_\_\_  
Kevin Hay- Village Administrator/Clerk