

**VILLAGE OF BUCHANAN
RESOLUTION AUTHORIZING INTER-MUNICIPAL
AGREEMENT WITH THE TOWN OF CORTLANDT**

Introduced by: _____
Seconded by: _____
Dated: _____

WHEREAS, 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 two (2) Inter-Municipal Agreements, one which allows for the Village to utilize any bids for supplies put out and accepted by the Town, as well as an agreement that allows the Village and the Town to share each others' vehicles and equipment; 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, and to allow the Village and the Town to share each others' vehicles and equipment.

Upon Roll Call Vote:

Mayor Theresa Knickerbocker _____
Trustee Richard Funchion _____
Trustee Duane Jackson _____
Trustee Cesare Pasquale _____
Trustee Nicolas Zachary _____

Vote: Resolution carried by a vote of ___ to ___.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

I, Cynthia Kempter, 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 March 2, 2021.

CYNTHIA KEMPTER, Village Clerk

RESOLUTION

NUMBER 38-21

**(RE: AUTHORIZE SUPERVISOR TO EXECUTE AGREEMENTS OF
COOPERATION WITH THE VILLAGES OF BUCHANAN & CROTON TO
PROVIDE THAT THE TOWN'S PURCHASING DIRECTOR WILL ADVERTISE
FOR BIDS ON BEHALF OF SAID VILLAGES)**

WHEREAS, it is the desire of the Town Board to cooperate, share, and coordinate expenses, and costs with the Villages with the Town as much as possible; and

WHEREAS, the Village of Croton-on-Hudson has utilized the Town's purchasing services over many years by using Town bids to purchase supplies and materials for similar purposes as the Town; and

WHEREAS, it is the desire of the Village of Croton-on-Hudson, and the Village of Buchanan, to authorize the Town's Purchasing Director, when advertising for bids on behalf of the Town, to include the Village of Croton-on-Hudson, and the Village of Buchanan as parties who may utilize the bids; and

WHEREAS, it is required by law that the **TOWN** have an agreement with the Villages to designate the Town Director of Purchasing as Purchasing Agent for the Villages;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to execute Agreements of Inter-Municipal Cooperation pursuant to the provisions of the General Municipal Law; and

BE IT FURTHER RESOLVED, that upon execution of the referenced Agreements by the parties thereto, the Town's Director of Purchasing be, and hereby is, authorized to advertise for bids in the name of the **TOWN OF CORTLANDT, THE VILLAGE OF CROTON-ON-HUDSON, and THE VILLAGE OF BUCHANAN**; said Agreements to commence and become effective from the date of execution, and to remain in effect through December 31, 2021.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF CORTLANDT
LAROU ROSE SHATZKIN
TOWN CLERK**

**Adopted on January 12, 2021
At a Regular Meeting
Held via Zoom**

THIS AGREEMENT made the 29th day of January 2021 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

RESOLUTION

NUMBER 37-21

(RE: AUTHORIZE SUPERVISOR TO EXECUTE AN AGREEMENT OF COOPERATION WITH THE VILLAGES OF BUCHANAN & CROTON AND THE TOWN OF PHILLIPSTOWN AND THE CITY OF PEEKSKILL COVERING SHARED EQUIPMENT FOR 2021)

WHEREAS, the various operating departments of the Village of Croton, Village of Buchanan, and the Town of Phillipstown, and the City of Peekskill and the Town of Cortlandt, have, on an informal basis over the years, borrowed each other's equipment, including but not limited to, trucks, buses, and other vehicles and equipment; and

WHEREAS, it is the desire of the Municipalities to formalize the process by which this sharing of equipment and vehicles is carried out; and

WHEREAS, it is the desire of the Town Board to provide for indemnification for liability purposes;

NOW, THEREFORE, BE IT RESOLVED, that once the referenced Inter-Municipal Agreement is executed, the Town's operating department heads and managers are hereby authorized to allow the use of Town equipment and vehicles by the Villages of Croton, and Buchanan the Town of Phillipstown, and the City of Peekskill in accordance with said Agreement covering the period from the date of the executed Agreement to December 31, 2021.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF CORTLANDT
LAROU ROSE SHATZKIN
TOWN CLERK**

**Adopted on January 12, 2021
At a Regular Meeting
Held via Zoom**

THIS AGREEMENT made the 29th day of January 2021 by and between the **TOWN OF CORTLANDT**, a Municipal Corporation having its principal place of business at One Heady Street, Cortlandt Manor, New York (hereinafter referred to as the “**TOWN**”), and the **VILLAGE OF BUCHANAN**, having its principal place of business at 236 Tate Avenue, Buchanan, New York (hereinafter referred to as “**BUCHANAN**”), and the **VILLAGE OF CROTON-ON-HUDSON**, having its principal place of business at Van Wyck Street, Croton-on-Hudson, New York, (hereinafter referred to as “**CROTON**”), and the **TOWN OF PHILIPSTOWN**, having its principal place of business at “238 Main St., Cold Spring, New York, (hereinafter referred to as “**PHILIPSTOWN**”), and the **CITY OF PEEKSKILL**, 840 Main St., Peekskill, New York (hereinafter referred to as “**PEEKSKILL**”).

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.

Shared Equipment Agreement 2021
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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

TOWN OF PHILLIPSTOWN

By: _____
SUPERVISOR

CITY OF PEEKSKILL

By: _____
CITY MANAGER

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