

RESOLUTION

NUMBER 54-22

(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 2022)

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, 2022.

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

**Adopted on January 11, 2022
At a Regular Meeting
Held at Town Hall**



THIS AGREEMENT made the 15th day of January 2022 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**"), and the **TOWN OF PHILIPSTOWN**, having it's 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**").

W I T N E S S E T H:

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

TOWN OF PHILLIPSTOWN

By: _____
SUPERVISOR

CITY OF PEEKSKILL

By: _____
CITY MANAGER