

THIS INTERMUNICIPAL AGREEMENT made the ____ day of _____, 2025, by and between the VILLAGE OF CROTON-ON-HUDSON, a Municipal Corporation having its principal place of business at 1 Van Wyck Street, Croton-on-Hudson, New York (hereinafter referred to as the “VILLAGE”), and the TOWN OF OSSINING, a Municipal Corporation having its principal place of business at 16 Croton Avenue, Ossining, New York (hereinafter referred to as the “TOWN”).

WITNESSETH:

WHEREAS, the New York State Department of Transportation constructed a bikeway/walkway as part of the Croton River Bridge Replacement Project; and

WHEREAS, it is incumbent on the part of both the Village and the Town to provide ongoing maintenance to the bikeway/walkway, including the lighting system, litter removal, maintenance of the asphalt and the areas off the asphalt; and

WHEREAS, the Village and the Town have determined that it would be most efficient to have one government responsible to provide the snow removal and lighting system maintenance; and

WHEREAS, it is the desire of the Village and the Town to enter into this Agreement pursuant to the provisions of the General Municipal Law,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. For a period of five years from the effective date of this agreement (the “Term”), the Village shall be responsible for repairs to the bikeway/walkway lighting system, as well as snow removal for the entire bikeway/walkway. The Village and the Town further agree that each municipality shall be responsible for major repairs within their boundaries, such as the replacement of light poles. Each municipality shall be responsible for all other repairs and maintenance within their respective boundaries.
2. The Town will pay the Village for the performance of the services set forth above, within the area of the Town. The following amounts shall be due not later than January 31 of each year:

2025:	\$3,982
2026:	\$4,181
2027:	\$4,390
2028:	\$4,610
2029:	\$4,841

3. That the Town shall provide the Village with a Certificate of Insurance in accordance with the requirements outlined in Appendix A attached hereto.
4. By signing the Indemnification and Hold Harmless Agreement annexed hereto and made a part hereof as Appendix B, the Town as “Contractor” therein, shall comply with the terms and conditions therein.
5. This Agreement shall automatically renew for an additional period of five years, upon the same terms, unless either party, at least 60 days prior to the expiration of the term hereof, notifies the other party of its intent not to renew. The annual compensation shall increase at a rate of 5% per year for each year of the renewal term,

IN WITNESS HEREOF, the parties have hereunder set their hands this _____ day of _____, 2025.

TOWN OF OSSINING
BY:

ELIZABETH FELDMAN, Town Supervisor

VILLAGE OF CROTON-ON-HUDSON
BY:

BRYAN T. HEALY, Village Manager

APPENDIX A

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Minimum Insurance Requirements for Village of Croton-on-Hudson

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Croton-on-Hudson certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
 - L. Products/Completed Operations: coverage to remain in force for (2) years following completion of the project.
- 2) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included in favor of the Village of Croton-on-Hudson.

- 3) N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - A. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
 - C. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90.
 - D. If applicable, policy should be specifically endorsed to cover snowplow operations.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Croton-on-Hudson. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
- 6) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 7) Professional Liability (if applicable), with limits no less than \$2,000,000. Per Claim / \$2,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. Village of Croton-on-Hudson to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Croton-on-Hudson. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- 8) Contractors Pollution Liability (if applicable), with limits of no less than \$2,000,000 Per Claim / \$2,000,000 Aggregate. Contractor shall maintain and cause its Subcontractors doing such work to maintain Contractors Pollution Liability Insurance including coverage for third-party liability claims covering any environmental claims, liabilities, loss or damage, including property damage, bodily injury, disease, transporter liability and properties contaminated during transportation caused by pollution conditions that arise from the operations of the Contractor and its Subcontractors of every tier. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos), or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under the Contract. Such insurance shall be in the Contractor’s name and name the Village of Croton-on-Hudson as an additional insured on a

primary, non-contributory basis including a Waiver of Subrogation in favor of the Village of Croton-on-Hudson. Additional Insured coverage shall be at least as broad as provided to the Contractor for this Project. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

- 9) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Village of Croton-on-Hudson as the Named Insured, and maintained during the life of this contract which will protect the Village of Croton-on-Hudson from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 10) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to commencement of work and naming Village of Croton-on-Hudson as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

APPENDIX B

Village of Croton-on-Hudson

Indemnification and Hold Harmless Agreement

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Croton-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Contractor or it's officers, agents, servants or employees. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense.

Consultant/Company Name: _____

Title: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Village of Croton-on-Hudson
Village Clerk's Office
1 Van Wyck Street
Croton-on-Hudson, NY 10520**