

INTERMUNICIPAL AGREEMENT

This intermunicipal agreement (the “Agreement”), made as of the ____ day of ____, 2025, by and between the Village of Buchanan, a municipal corporation, with its principal office located at 236 Tate Avenue, Buchanan, New York, and the Village of Croton-on-Hudson, a municipal corporation, with its principal office located at 1 Van Wyck Street, Croton-on-Hudson, New York.

WITNESSETH

WHEREAS, the Village of Buchanan and the Village of Croton-on-Hudson (“the Villages”) have had a longstanding relationship throughout the years; and

WHEREAS, the Villages both issue dog licenses in accordance with New York State Agriculture and Markets Law; and

WHEREAS, the Villages are required to have a dog control officer available to collect stray dogs within the municipal boundaries; and

WHEREAS, it is the desire of the Villages that the Village of Croton-on-Hudson dog control officer also serve as the dog control officer for the Village of Buchanan; and

WHEREAS, this Agreement is being entered into by the Villages pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, this Agreement constitutes an intermunicipal cooperation agreement whereby the Villages intend to clearly set forth the respective rights and obligations of each municipality,

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Dog Control Services

- 1.1. As necessary, the Village of Croton-on-Hudson hereby agrees to provide dog control officer services to the Village of Buchanan.
- 1.2. Such services shall include being on-call for stray dogs in the Village of Buchanan and transporting any stray dogs to the Village’s animal shelter.
- 1.3. Request for such services during normal business hours (7 a.m. to 3:30 p.m. Monday-Friday) shall be made by contacting the Village of Croton-on-Hudson Department of Public Works by telephone at 914-271-3775. Requests for such services outside normal business hours shall be made by contacting the Village of Croton-on-Hudson Police Department by telephone at 914-271-5177.

2. Fees

2.1. The Village of Buchanan shall pay to the Village of Croton-on-Hudson an annual contractual fee of \$1,200 for these services. Payment is due within 30 days of the date of this Agreement.

3. Billing and Payment

3.1. The Village of Croton-on-Hudson shall bill the Village of Buchanan for any veterinary services and shelter charges incurred related to dogs collected in the Village of Buchanan.

3.2. The Village of Croton-on-Hudson shall further bill the Village of Buchanan for any overtime incurred by the dog control officer related to the services required under this Agreement.

4. Term

4.1. The term of the Agreement shall be for a period of one year. The Villages shall begin discussing the renewal of this Agreement 90 days prior to its expiration date.

5. Indemnification

5.1. The Village of Buchanan (the “Indemnifying Party”) hereby agrees to release, defend, indemnify, and save harmless, the Village of Croton-on-Hudson (the “Indemnified Party”) and its respective officers, directors, trustees, contractors, volunteers, agents, and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including but not limited to, attorneys’ fees and disbursements incurred in the defense of any action or proceeding), arising out of or in connection with any breach of this agreement by the Indemnifying Party, and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any breach of this agreement by the Indemnifying Party, or arising from any act, omission, or negligence of the Indemnifying party or any of said party’s officers, directors, agents, volunteers, contractors, employees, subtenants, licensees, or invitees, unless caused by the Indemnified Party’s negligence or willful misconduct. Further, it is expressly understood that such indemnity shall not be limited by reason of enumeration of any insurance coverage provided.

6. Insurance

6.1. The Village of Buchanan shall provide the Village of Croton-on-Hudson a Certificate of Insurance in accordance with the requirements outlined in Appendix A of this Agreement.

7. Termination

7.1. Either party shall have the ability to terminate the Agreement at any time upon 30 days’ notice to the other party.

8. Notices

8.1. Except as otherwise in this license specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by U.S. Mail, addressed to the other at the address set forth below:

To the Village of Croton-on-Hudson:

Village Manager
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520

To the Village of Buchanan:

Mayor
Village of Buchanan
236 Tate Avenue
Buchanan, New York 10511

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

VILLAGE OF BUCHANAN

Name:
Title:

Name:
Title:

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.

- 1) 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. 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.
 - G. 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.
 - H. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - I. 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).
 - J. 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) 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.
- 4) 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.
- 5) 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.