

INTERMUNICIPAL AGREEMENT

This intermunicipal agreement (the "Agreement"), made as of the ____ day of ____, 2026, 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 Village of Croton-on-Hudson has 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.
- 2.2. The Village of Buchanan shall pay to the Village of Croton-on-Hudson a one-time fee of \$100 towards the construction of a dog holding cage to be located at the Department of Public Works garage.

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 three years. 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

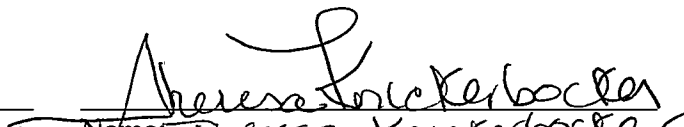
VILLAGE OF BUCHANAN

Name:

Title:

Name:

Title:


Theresa Knickerbocker
owner

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: R.J. Impastato
Foa & Son Insurance	PHONE (A/C, No, Ext): (516) 228-1234 FAX (A/C, No): (516) 228-1235
200 Broadhollow Rd.	E-MAIL ADDRESS: R.J.Impastato@FoaSon.com
Suite 410	
Melville NY 11747	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Munich Reinsurance
INSURED	INSURER B: American Family Home Insurance Company
Village of Buchanan	INSURER C:
236 Tate Ave	INSURER D:
	INSURER E:
Buchanan NY 10511	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2622499896

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	T7A2CP00003829-00	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		T7A5CA0000063-01	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y		T7A2FF0000096-01	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

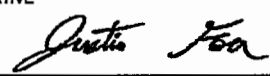
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Buchanan Dog Control IMA

The Village of Croton-on-Hudson is included as additional insured as required by written contract. Coverages are primary & non-contributory. Waiver of Subrogation in favor of the Village of Croton-on-Hudson.

CERTIFICATE HOLDER

CANCELLATION

Village of Croton-on-Hudson 1 Van Wyck Street Croton-on-Hudson NY 10520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Village of Buchanan 236 Tate Avenue Buchanan, NY 10511	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"
	Marcus Serrano 914-737-1033
1b. Effective Date of Membership in the Group 7/1/2016	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1c. The Proprietor, Partners, or Executive Officers are ☒ included (only check box if all partners/officers included) all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a".
	13-6007287
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Village of Croton-on- Hudson 1 Van Wyck Street Croton-on-Hudson, NY 10520 RE: Proof of Workers' Compensation Coverage; Buchanan Dog Control IMA	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Jack Wheeler, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  3/01/2026
Signature Date

Title: President

Telephone Number: 1-888-737-6269

WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.