

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (“IMA” or “Agreement”) made this ____day of _____, 2017 by and between the following municipal corporations of the State of New York: the VILLAGE OF ARDSLEY, located at 507 Ashford Avenue, Ardsley, New York 10502 (“Ardsley”); the VILLAGE OF DOBBS FERRY, located at 112 Main Street Dobbs Ferry, New York 10522 (“Dobbs Ferry”); the VILLAGE OF ELMSFORD, located at 15 South Stone Avenue, Elmsford, New York 10523 (“Elmsford”); the VILLAGE OF HASTINGS-ON-HUDSON, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (“Hastings-on-Hudson”); the VILLAGE OF IRVINGTON, located at 85 Main Street Irvington, New York 10533 (“Irvington”); the VILLAGE OF SLEEPY HOLLOW, located at 28 Beekman Avenue Sleepy Hollow, New York 10591 (“Sleepy Hollow”); the VILLAGE OF TARRYTOWN, located at One Depot Plaza, Tarrytown, New York 10591 (“Tarrytown”); and the Town of GREENBURGH, 177 Hillside Avenue, Greenburgh, NY 10607 (collectively the “Municipalities”).

W I T N E S S E T H:

WHEREAS, Section 119-0 of the General Municipal Law authorizes municipalities to enter into agreements for the performance of their respective functions, powers or duties; and

WHEREAS, the participating municipalities currently operate Departments of Public Works; and

WHEREAS, the Municipalities have the power and authority to contract for the purposes of borrowing, lending, exchanging and otherwise sharing vehicles, machinery and/or equipment (collectively, “Equipment”), without operators, with other municipalities; and

WHEREAS, the Municipalities, have the power and authority to borrow or lend materials and supplies (collectively “Materials”) to other municipalities; and

WHEREAS, the Municipalities, have Equipment which is not used during certain periods; and

WHEREAS, the Municipalities often have Materials on hand which are not immediately needed for their own use; and

WHEREAS, the Municipalities wish to provide for a procedure to lend, exchange and otherwise share (collectively, “Share”) Materials and Equipment between their Departments of Public Works, , for the purpose of aiding each Department of Public Works in the performance of their duties; and

WHEREAS, it is incumbent upon the Municipalities to design a simple method whereby Materials and Equipment may be Shared with a minimum of paperwork and inconvenience with a swift approval process; and

WHEREAS, it is the intent of the Municipalities that the superintendents of their respective Departments of Public Works or Highway Department as the case may be (collectively, “Superintendents”) have the authority to Share with each other without the necessity of obtaining explicit approval of their Village Board or Town Board as the case may be, prior to agreeing to Share any Materials or Equipment without abrogating any rights of the respective municipal boards; and

WHEREAS, by entering into this Agreement, each Municipality is hereby confirming the authority of their respective Superintendent to make such arrangements; and

WHEREAS, by Sharing Materials and Equipment, the participating municipalities may avoid the necessity of purchasing certain needed highway vehicles, machinery and/or equipment,

as well as the purchasing or storing of a large inventory of certain extra materials and supplies, thereby saving taxpayer funds.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the participating municipalities each bind themselves, their successors and assigns, to contract for the purposes of Sharing Materials and Equipment, without operators, with the other Municipalities.

1. For the purposes of this contract, the following terms shall be defined as follows:

a. “Municipalities” shall have the meaning ascribed above and include the singular as necessary.

b. “Share” shall have the meaning ascribed above and shall apply in its various tenses as necessitated by the provisions of this Agreement.

c. “Equipment” shall have the meaning ascribed above.

d. “Materials” shall have the meaning ascribed above.

e. “Shared Service” shall mean borrowing, lending, exchanging and sharing of Materials and/or Equipment as defined above, by and between any Municipality which is a party to this Agreement.

f. “Superintendents” shall have meaning ascribed above and include the singular as necessary.

2. The undersigned Municipalities have caused this Agreement to be executed and to bind themselves to the terms of this Agreement and will consider this Agreement to be applicable to any other Municipality which has duly entered into this Agreement.

3. The undersigned Municipalities by this Agreement grant unto the Superintendent, the authority to enter into any Shared Service arrangements with any other Municipality hereto subject to the following terms and conditions:

a. Each Municipality hereto agrees to share with any other Municipality any and all Materials and Equipment, without operators,

which it may need for its purposes when same is available and not in use or scheduled for use by the lending Municipality.

b. The value of all Materials or Equipment under this Agreement may be returned in the form of similar types and/or amounts of materials or supplies, by mutual agreement of the respective Superintendent.

c. The determination as to whether such Materials, and/or Equipment are available for Sharing shall be made by the Superintendent responsible for such Materials and Equipment. In the event a Superintendent determines that it will be in the best interests of the Municipality to lend Materials, and/or Equipment, without operators, to another Municipality, the Superintendent is hereby authorized to lend same, without operators, to another Municipality..

d. The lending municipality shall not be liable for any negligent acts resulting from the operations of its vehicles, machinery or equipment operated by the borrowing Municipality. If damage is done to any Equipment while operated by the borrowing Municipality, the borrowing Municipality shall be responsible for all costs in connection with any liability from and physical damage to same.

e. Any Equipment borrowed pursuant to this Agreement shall be insured by the borrowing Municipality Confirmation must be provided by the borrower that the borrowed Equipment has been listed as a non-owned and hired vehicle/equipment or machinery on the automobile insurance policy of the borrowing party with the following insurance coverages which shall be secured and kept in effect:

i. Commercial General Liability

1. \$1,000,000 per occurrence limit.
2. \$2,000,000 general aggregate.
3. \$1,000,000 products/completed aggregate.
4. \$1,000,000 personal injury and advertising injury.
5. \$5,000 medical expense.

ii. Automobile Liability

1. \$1,000,000 combined single limit including uninsured/underinsured motorist and hired, borrowed and non-owned auto liability.
2. Hired, borrowed and non-owned auto physical damage coverage of \$200,000 valued at ACV.

3. Hired, borrowed and non-owned equipment physical damage of \$100,000 valued at ACV.

iii. Excess Liability

1. \$10,000,000 coverage in excess of automobile liability and general liability.

f. Operators of any Equipment must be at least 18 years of age, possess a valid driver's license, appropriate specialty license/certification where necessary, and a minimum of two years' experience operating such Equipment with a good driving/operation record.

g. When the Municipalities share Equipment both Municipalities agree that the individual assigned to operate the Equipment must be trained on the operation of and recognizes the hazards of said Equipment.

h. The shared Equipment must be returned to the lending Municipality in the condition it was received. The borrowing Municipality shall be responsible for all reasonable repairs including parts and labor should malfunction or damage occur during the period it was shared. All Equipment shall be inspected on behalf of the lending Superintendent before it is borrowed.

i. Each borrowing Municipality is responsible for and agrees to hold the lending Municipality harmless for all liability, losses, damages, costs or expenses which arise out of the negligent act or omission of the Equipment operator while acting in the course of their involvement with the above mentioned agreement.

j. Each municipality shall remain fully responsible for its own employees, including but not limited to, salary, benefits and workers compensation.

k. If gasoline is used for any Equipment the borrowing Municipality shall return the Equipment with the same amount of gasoline that was present when borrowed.

4. The sharing of any Equipment, as well as the exchanging or borrowing of Materials, shall be evidenced by the signing of a memorandum by the borrowing Superintendent.

Such memorandum may be delivered to the lending Superintendent via mail, personal delivery,

facsimile machine, email (PDF) or any other method of transmission agreed upon. A sample version of a memorandum is annexed hereto as **Exhibit “A”**.

5. In the event such Shared Service relates to or includes Materials, such memorandum shall identify such Materials, as well as, the time and place of pick up by the borrowing Municipality. A sample version of a memorandum is annexed hereto as **Exhibit “A”**.

6. Records shall be maintained by each municipality setting forth all Shared Services in which it engages under this Agreement. Such records will be available for inspection by any Municipality which has shared services with such municipality.

7. Any Municipality which is a party to this Agreement may terminate its participation under this Agreement by filing a notice of such termination with its clerk and the clerk of all the Parties to this Agreement and shall immediately return any shared equipment. Upon such termination, any outstanding obligations, other than the return of the shared equipment, shall be submitted within thirty (30) days of such revocation.

8. Any action taken by a Superintendent pursuant to the provisions of this Agreement shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the municipal budget for highway purposes.

9. The record of all transactions that have taken place as a result of each Municipality participating in the Shared Services afforded by this Agreement shall be kept by the Superintendents and a statement thereof, in a manner satisfactory to the Town or Village governing legislature/council/board, shall be submitted to the respective Municipality's Village Board or Town Board as the case may be semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the this Agreement, unless such Municipal board requests the submission of records at different times and dates.

10. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the Municipalities which are a party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

11. This Agreement shall be reviewed each year by each Municipality and shall expire five (5) years from the date of its execution. Each Municipality may extend or renew this Agreement at the termination thereof for another five (5) year period.

IN WITNESS THEREOF, each of the following Municipalities have by order of their respective Town Board or Village Board as the case may be, caused these presents to be subscribed by the Mayor/Manager/Administrator/Supervisor to be affixed and attested by the Clerk thereof, this _____ day of _____, 20____.

Village of _____

By: _____
Mayor/ Manager

By: _____
Mayor/Manager

By: _____
Mayor/Manager

TOWN OF GREENBURGH

By: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

| On the ____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in their capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

| On the ____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in their capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

Exhibit "A"

Sample Memorandum Relating to Shared Equipment

Town/Village of: _____ County of: _____

From: _____ Town/Village Highway Superintendent, Town/Village of

To: _____ Village DPW Superintendent, Village of _____

Borrowing of Equipment

Request of the Town/Village of _____ for the use of the Town/Village of
_____ (describe equipment) without operator to be used for an
estimated _____ hours/days commencing at _____ a.m./p.m. on the _____ day of
_____, 20____. Equipment shall be returned by _____.

It is agreed that the value of the exchange of machinery, vehicles and/or equipment,
excluding the operator thereof, is \$_____ per hour/day. It is agreed that the equipment
shared has the following damage prior to the equipment being shared.

Lending of Material/Supplies

Request of the Town/Village of _____ for the borrowing or lending of the
Town/Village of _____ (identify material/supply and amount) to
be returned on or before _____ a.m./p.m. on the _____ day of _____, 20____.

It is agreed that the value of the exchange, borrowing, and/or lending, of materials and/or
supplies is \$_____.

Dated: _____, 20____

Town/Village Highway Superintendent
Town/Village of _____

Town/Village DPW Superintendent
Town/Village of _____