

**WEEKLY TOWN BOARD MEETING**  
**FEBRUARY 27, 2019**                      **7:00 P.M.**                      **TOWN HALL**

**AGENDA**

- 1. Discussion with Tim Donovan with regard to a Town Garden.**
- 2. Resolution authorizing Supervisor Shea to sign the Intermunicipal Agreement for shared equipment with the Town of Cortlandt, Village of Croton-on-Hudson, Village of Buchanan, and the City of Peekskill.**
- 3. Town Board to enter into Executive Session to discuss litigation**
- 4. Any other business that may come before the Town Board.**
- 5. Adjournment**



# TOWN OF CORTLANDT

## OFFICE OF THE TOWN CLERK

Town Clerk  
LAROUÉ R. SHATZKIN

Deputy Town Clerk  
CHRISTINE B. COTHREN

Town Hall  
1 Heady Street  
Cortlandt Manor, NY 10567  
P: 914-734-1020 F: 914-734-1102  
www.townofcortlandt.com/townclerk

Town Supervisor  
LINDA D. PUGLISI

Town Board Members  
RICHARD H. BECKER  
DEBRA A. COSTELLO  
JAMES F. CREIGHTON  
FRANCIS X. FARRELL

February 13, 2019

Ms. Tina Merando, Town Clerk

Town of Philipstown

238 Main St., P.O. Box 155

Cold Spring, NY 10516

Dear Ms. Merando:

At the regular Town Board meeting held on January 15, 2019, the Town Board adopted Resolution #42-19 authorizing the Supervisor to execute agreements regarding shared equipment.

Therefore, I have enclosed in the following Inter-Municipal Agreement along with a copy of the resolution for the year 2019:

### SHARED USE OF EQUIPMENT

Please sign all copies where indicated, and return same to me along with a Certificate of Insurance naming the other municipalities as additionally insured. When they are fully executed, I will send a copy for your files.

If I can be of further assistance, please do not hesitate to contact me at 734-1023.

Very truly yours,

Christine B. Cothren

Deputy Town Clerk

Encs.

Cc: Agreement File

received  
2/19/19 [Signature]  
cc: Supervisor  
Hwy

**RESOLUTION**

**NUMBER 42-19**

**(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 2019)**

**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, 2019.

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

**Adopted on January 15, 2019  
at a Regular Meeting  
held at the Town Hall**

**THIS AGREEMENT** made the 15th day of January, 2019 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**").

**WITNESSETH:**

**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.

**Shared Equipment Agreement 2019**  
**Page Two**

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

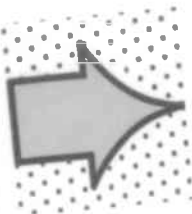
TOWN OF PHILLIPSTOWN

By: \_\_\_\_\_  
SUPERVISOR

CITY OF PEEKSKILL

By: \_\_\_\_\_  
CITY MANAGER

**SIGN  
HERE**





Town Clerk <townclerk@philipstown.com>

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**Re: Inter-municipal Agreement for Shared Equipment**

1 message

Highway Department; <highwaydepartment@philipstown.com>  
To: Town Clerk <townclerk@philipstown.com>

Wed, Feb 20, 2019 at 9:50 AM

Thanks Theresa,

Carl reviewed and it is the same as last years, so we are good to go.

Teri

On Wed, Feb 20, 2019 at 9:46 AM Town Clerk <townclerk@philipstown.com> wrote:

Carl we received the attached agreement. Please review. We will put on the agenda to approve next week.

Thank you,  
Theresa Crawley  
Deputy Town Clerk

—  
Tina M. Merando  
Town Clerk  
Town of Philipstown  
238 Main St.  
Cold Spring, NY 10516

TEL: 845-265-3329  
FAX: 845-265-3958