

INTERMUNICIPAL AGREEMENT AMONG THE TOWNS OF STOCKPORT AND STUYVESANT

This Agreement is made by and between the **Town of Stockport and the Town of Stuyvesant**, (“participating municipalities”), each being municipal corporations located within Columbia County, New York.

Whereas, this agreement is made pursuant to General Obligation Law §119-0 and,

Whereas, it is in the interest of the taxpayers of the **Towns of Stockport and Stuyvesant** to share resources in the undertaking of public works and other municipal improvement projects and services; and

Whereas, each party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) which may be available from time-to-time; and

Whereas, it is possible to make such equipment and/or personnel for use by others when it is in the public interest; and

Whereas, such cooperative efforts are generally of short duration, unanticipated and/or emergency situations; and

Whereas, it is expected that assistance, in what ever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of equipment and personnel will result in more cost effective work performance at minimal extra cost to either party; and

Whereas, flexibility in operating local governments and their public works programs is necessary to insure efficiency and maximum benefits; and

Whereas, each party has authorized their respective highway or public works superintendents and/or other appropriate department heads to act using their discretion pursuant to this Agreement; and

Whereas, general oversight by appropriate municipal officials will be accomplished through regular, periodic and annual reports by the appropriate department heads to their respective Towns; and

Whereas, it is determined that while liability risks are inherent when undertaking public works and other construction or maintenance projects, no substantial additional risk is occasioned by crossing a municipal boundary line when assisting other municipalities pursuant to this agreement; and

Whereas, the Parties have identified the need and opportunity to purchase a Wood Chipper for which each has a need and have determined that the joint purchase thereof would advantageous and financially prudent.

NOW THEREFORE BE IT RESOLVED:

That the Towns of Stockport and Stuyvesant, believing it to be in the best interest of the taxpayers of the respective municipalities do hereby authorize inter-municipal cooperation and assistance with and between each other for the conduct of public works and other municipal improvement projects and services pursuant to the following terms and conditions:

1. That the Parties shall purchase the aforementioned wood chipper jointly, with title to be held in both municipalities' name. The chipper shall be housed and maintained jointly as needed for either party and the parties shall share the use, maintenance and upkeep thereof.

2. That this authorization shall include the periodic loaning, sharing and/or use of highway, non-highway and specialty equipment, as well as the sharing of personnel and/or equipment operators, at the discretion of designated Highway Superintendents and/or other department heads on an as-needed-basis.

3. Each municipality shall be solely and exclusively responsible for all salary, overtime and/or benefits associated with any work performed by its' respective employee(s) under this agreement, as well the costs of use, maintenance and/or repair of its' equipment when used in a highway project of another participating municipality.

4. All parties to this Agreement do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$500,000 per occurrence and \$1,000,000 annual aggregate.

5. Each party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.

6. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

7. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

8. A participating municipality employee(s) shall be considered a shared employee(s) with another participating municipality on whose highway project they are

working. However, nothing in this Agreement alters the employment relationship between a participating municipality and its' respective employee(s).

9. This Agreement shall be in force for the period of _____ to _____ and shall automatically be extended each year for another one year period unless one of the parties notifies the others on or before December 1 that said municipality wishes to withdraw from this agreement for the ensuing year.

10. The Board of each participating municipality has authorized its Supervisor and Highway Superintendent to execute this Intermunicipal Agreement.

11. This agreement may be signed in counterpart by the respective municipal officials.

12. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

TOWN OF STOCKPORT

TOWN OF STOCKPORT

By: Matt Murrell,
Supervisor

By: Tim Masten,
Highway Superintendent

Dated: _____, 2021

TOWN OF STUYVESANT

TOWN OF STUYVESANT

By: Ron Knott,
Supervisor

By: Chuck Stiffler,
Highway Superintendent

Dated: _____, 2021

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