

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, 2022, between the TOWN OF NEW PALTZ, a governmental subdivision of the State of New York with offices at 52 Clearwater Road, P.O. Box 550, New Paltz, Ulster County, New York 12561, herein referred to as "TOWN" and the incorporate VILLAGE OF NEW PALTZ, a municipal corporation, with offices at 25 Plattekill Avenue, New Paltz, New York 12561 herein referred to as "VILLAGE"

WHEREAS, the Town has a program for the display and care of decorative hanging plants and flowers at certain select locations within the geographical boundaries of the Town of New Paltz, including Main Street (N.Y.S. Route 299) in the Village for the scenic enjoyment and visual enhancement of the Town and Village for the benefit of residents, businesses and visitors within the New Paltz community; and

WHEREAS, the Town intends to enter into an agreement with a responsible person to provide services on behalf of the Town consisting of the watering of such plants and flowers so as to maintain them in a healthy and visually attractive condition;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed between the Town and the Village as follows:

1. SERVICES PROVIDED BY THE CONTRACTOR: For twelve (12) consecutive weeks commencing as of June \_\_, 2022 and continuing through August 30, 2022, the Contractor will agree to water in a good and workmanlike manner those plants and flowers identified by the Town to the Contractor all in accordance with the terms and provisions of a certain "Contract for Plant Watering," a copy of which is attached hereto and made a part hereof and is marked "Schedule A."

2. EQUIPMENT: In its pertinent parts here relevant, the Village, in cooperation with the Town, agrees to provide to the Contractor at no cost to the Town or to the Contractor for use by the Contractor during the term of such "Plant Watering Agreement" a motorized cart, together with additional items such as hoses, extensions and other equipment (collectively represented as being owned by the Village) for the purpose of Contractor's performance of such agreement.

3. WATER: The Village agrees that the water to be used in the performance of Contractor's services shall be obtained by the Contractor at reasonable time and as reasonably needed from the Department of Public Works (DPW) garage located in the Village of New Paltz. of work to be performed herein naming the other party as an additional named insured.

11. AUTHORIZATION OF VILLAGE: The Village Mayor has executed this agreement pursuant to a resolution adopted by the Village Board of Trustees at a meeting thereof, and that said Mayor, whose signature appears hereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This agreement shall be executed in duplicate and at least one (1) copy thereof shall be filed, after execution thereof, in the offices of the Village Clerk.

12. NOTICES: Any notices required to be given to parties pursuant to this agreement shall be in writing and delivered in person or mailed by mail addressed in the case of the Town to the Supervisor of the Town of New Paltz, and in the case of the Village, to the Clerk/Treasurer at the address set forth at the beginning of this agreement.

13. NO WAIVER: No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the 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.

14. ENTIRE UNDERSTANDING: 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.

IN WITNESS WHEREOF, the parties have set their respective hands and seals as of the day and date opposite each of their respective signatures.

Date: \_\_\_\_\_, 2022

TOWN OF NEW PALTZ

By: \_\_\_\_\_  
Neil Bettez, Supervisor

Date: \_\_\_\_\_, 2022

VILLAGE OF NEW PALTZ

By: \_\_\_\_\_  
Tim Rogers, Mayor

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on \_\_\_\_\_, 2022.

The foregoing Agreement was approved by the Village Board of Trustees of the Village of New Paltz on \_\_\_\_\_, 2022.