

INTERMUNICIPAL AGREEMENT

This intermunicipal agreement (the “Agreement”), made as of the ____ day of ____, 2025, 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 Buchanan desires to have a dog control officer available to collect stray dogs within the municipal boundaries in accordance with Section 113 of the Agriculture & Markets Law; and

WHEREAS, the Village of Buchanan has requested 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.

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 one year. 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 gross negligence, wonton acts 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: