

THIS AGREEMENT made the 24th day of January, 2012 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**"),

WITNESSETH:

WHEREAS, the TOWN has obtained a source who will remove the freon from any appliances having freon gas contained therein in compliance with EPA standards; and

WHEREAS, BUCHANAN and CROTON are desirous of having said vendor remove the freon gas from appliances collected by them through their Municipal Garbage Collection System; and

WHEREAS, the Town is desirous of enabling CROTON and BUCHANAN to avail themselves of the use of this service,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That CROTON and BUCHANAN are entitled to deliver their white appliances to the TOWN Sanitation Facility on Roa Hook Road in the Town of Cortlandt, and to leave the same for disposal by the Town of Cortlandt's vendor.
2. That the TOWN will charge CROTON and BUCHANAN it's cost of \$10.00 per appliance which is paid to the vendor for the removal of the freon gas from the appliance in compliance with the EPA regulations.

3. That CROTON and BUCHANAN agree to pay said sum to the TOWN as billed based upon an agreed count as set forth between the foreman of the Operating Departments of the respective municipalities.
4. That the TOWN'S vendor will then take the appliances and dispose of same on behalf of the TOWN and CROTON and BUCHANAN.
5. That the TOWN will endeavor to provide CROTON and BUCHANAN with complete information with respect to the status of the TOWN'S Agreement with the vendor at all times.
6. That the TOWN will endeavor to give CROTON and BUCHANAN at least thirty (30) days notice of any changes or any cancellation with respect to the vendor's agreement with the TOWN should the TOWN be given adequate notice from the Vendor.
7. That this Agreement does not create a long term commitment on the part of the TOWN for the disposal of appliances containing freon gas and will continue in existence for so long as the TOWN is able to accommodate CROTON and BUCHANAN with respect to the disposal of any appliances containing freon gas.
8. The TOWN has received a copy of the vendor's license for the removal of freon gas and that it is in full force and effect and the TOWN will insure

that the vendor is in compliance with all EPA regulations with respect to the disposal of appliances containing freon gas.

9. The parties enter into this Agreement of Cooperation pursuant to the provisions of the General Municipal Law.

IN WITNESS WHEREOF, the Chief Executive Officers of the above mentioned Municipalities have set their hand and seal in accordance with the approval of their governing bodies.

TOWN OF CORTLANDT

By: _____
SUPERVISOR

VILLAGE OF CROTON-ON-HUDSON

By: _____
VILLAGE MANAGER

VILLAGE OF BUCHANAN

By: _____
MAYOR

**SIGN
HERE**



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