

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Village of Croton-on-Hudson, a New York municipal corporation with offices at One Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter referred to as the “Village”), and the Town of Cortlandt, a New York municipal corporation with offices at One Heady Street, Cortlandt Manor, New York 10567 (hereinafter referred to as the “Town”).

### **WITNESSETH**

**WHEREAS**, the Village is desirous of dissolving its Village Justice Court under Section 3-301(2) of the New York State Village Law and has commenced the process; and

**WHEREAS**, such dissolution may only take place in a year where the terms of both the Village Justice and Associate Village Justice are ending; and

**WHEREAS**, under Village Law, any court case in a Village without a Justice Court would be adjudicated in Town Justice Court; and

**WHEREAS**, the Village and Town have discussed certain aspects of the consolidation of the Justice Courts and the needs of the Town Justice Court as a result and wish to enter into this Memorandum of Understanding in relation to these specific areas.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained herein, the parties hereby agree as follows:

1. The Town agrees to give all due consideration to existing Village Justice Court staff in the hiring for open positions in the Town Justice Court on or before December 31, 2022, including the possible coordination of a shared Court Clerk prior to December 31, 2022.
2. The Village acknowledges its responsibility to prosecute Village code violation cases in Town Justice Court after December 31, 2022.
3. The Village agrees to notify all police agencies with jurisdiction in the Village of the new Justice Court for hearing purposes. These agencies include but are not limited to Westchester County Police Department, New York State Police Department, New York City Dept. of Environmental Protection Police Department and the New York State Dept. of Environmental Conservation Police Department.
4. The Town agrees to consider holding arraignments at the Stanley H. Kellerhouse Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York 10520. The final decision to hold such arraignments at the above-named location shall be the purview of the Town Justices. Such decision shall be communicated to the Village in advance, if possible, and the Village shall cooperate in making facilities available.

5. All notices, demands, and other communications required or permitted hereunder shall be sufficiently given if delivered in person or mailed by certified mail, postage prepaid, addressed as follows:

If to the Town:

Town of Cortlandt  
1 Heady Street  
Cortlandt Manor, New York 10567  
Attention: Town Supervisor

If to the Village:

Village of Croton-on-Hudson  
1 Van Wyck Street  
Croton-on-Hudson, New York 10520  
Attention: Village Manager

6. This Agreement constitutes the entire understanding between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, of the parties, and there are no representations, warranties, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

7. The validity and construction of this Agreement shall be governed by the laws of the State of New York.

8. No delay or omission on the part of either party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

9. This Agreement may be amended, but only in writing signed by the parties hereto.

10. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. This Agreement may be executed electronically, and signatures received electronically shall be deemed of the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**Village of Croton-on-Hudson**

By: \_\_\_\_\_  
Bryan Healy, Village Manager

**Town of Cortlandt**

By: \_\_\_\_\_  
Richard Becker, Town Supervisor