

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, APRIL 10, 2024
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:
<https://www.tarrytownny.gov/home/events/46826> for instructions on how to view via Zoom.

Action Item

Resolution – Correction to Start Date for Parks Seasonal Laborers

Open Session

1. Board of Trustees Concerns
2. Budget Adoption
3. IMA's with the Schools ((A) Garage, (B) Fuel, (C) Sanitation)
4. First Amendment to License Agreement with County re Public Safety Radio Communication and Mutual Aid (Antenna Replacement at One Depot Plaza)
5. Parking Baylis Court
6. Draft Proposed RFP – Major Event Traffic Plan
7. Discussion - Climate Action Plan for Municipal Operations

Executive Session

- A. Warner Library IMA
- B. Agreement – Video System Maintenance

1. Appointment Two Temporary Laborers for the Parks Department - corrected start date

BE IT RESOLVED, that the Board of Trustees of the Village of Tarrytown hereby authorizes the appointment of Nicholas Cinquemani and Anthony Socorro as 40-hour per week Laborers in the Parks Department to perform landscaping maintenance along the RiverWalk and other parks in the Village, as well as other related duties, starting April 8, 2024 through November 1, 2024, at an hourly wage of \$20.00 per hour.

DPW FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (the "Owner") and the Union Free School District of the Tarrytowns, a public school district organized and existing under the laws of the State of New York, with administrative offices located at 200 No. Broadway, Sleepy Hollow, NY 10591 (the "School District").

WITNESSETH: Owner hereby licenses to the School District the exclusive use of 2,040 square feet of space in one (1) full bay, 230 square feet in a second bay, 175 square feet of outside storage utilizing a storage container, parking spaces on site of 450 square feet and another 600 square feet of outdoor parking in front of the full bay, in the Department of Public Works facility (hereinafter the "licensed premises") located at 4 Division Street in the Village of Tarrytown, Westchester County, New York. The licensed premises also includes, without limitation, exterior space for the parking of buses waiting for service, interior storage space for parts and shared bathroom, together with all presently existing machinery and equipment.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Term and License Fees:

1. The term of this license shall be effective for five (5) years commencing retroactively to June 1, 2019 and terminating on May 31, 2024.

Either party retains the right to end the license term at any time with or without cause with 90 days prior written notice, in which case the School District shall be responsible for making all license fees owed for its use of the licensed premises prior to the termination date. The license fees owed for use of the licensed premises prior to the date of termination, will be paid for by the School District within thirty (30) days of the receipt of the invoice for such use from the Owner.

The base annual license fee for the first one-year period from June 1, 2019 until May 31, 2020 shall be \$56,360, which shall be paid in monthly installments of \$4,696.66. The Owner shall provide the School District with a monthly invoice for the license fee owed from the prior month, which the School District shall pay within thirty (30) days of receipt of the invoice.

The base annual license fee shall be increased by 2.0% of the preceding one-year period for the term of this License Agreement. The annual license fee increase shall be reflected on the invoice provided by the Owner in July of any given year this License Agreement remains in effect reflecting the increased base annual license fee commencing on June 1.

Except to the extent otherwise addressed in Articles 4, 5 and 12 below, the School District shall be entitled to a reasonable abatement of the license fees if the Owner's failure to comply with one or more of its obligations pursuant to this License Agreement that inhibits or affects the School District's ability to use or access the licensed premises.

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Authorized Use:

2. The School District shall use and occupy the licensed premises solely for the maintenance and cleaning of vehicles owned or leased by the School District and for no other purpose. The employees of the School District shall have the right to use the bathroom and kitchen in the DPW facility, including having access to the bathroom and kitchen after regular DPW business hours.

School District Alterations:

3. The School District shall make no changes of any nature in or to the licensed premises without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed.

Maintenance and Repairs:

4. The School District shall, throughout the term of this license, take good care of the licensed premises and the fixtures and appurtenances therein. The School District shall be responsible for all damage or injury to the licensed premises whether requiring structural or nonstructural repairs caused by or resulting from the carelessness, omission, neglect or improper conduct of the School District, The School District's agents, elected officials, officers, employees, or invitees, or which arise out of any work, labor, service or equipment done for or supplied to the School District. The School District shall promptly make, at the School District's expense, all repairs in and to the licensed premises for which the School District is responsible. Any other repairs in or to the facilities and systems thereof for which the School District is responsible shall be performed by the Owner at the School District's expense. The Owner shall maintain in good working order and repair the licensed premises. The School District agrees to give prompt notice of any defective condition in the premises for which the Owner may be responsible hereunder. There shall be no allowance to the School District for diminution of license fees and no liability on the part of the Owner by reason of inconvenience, annoyance or injury to business arising from the Owner or others, but not the School District, making repairs, alterations, additions or improvements in or to any portion of the licensed premises or in and to the fixtures, appurtenances or equipment thereof, provided that the School District is not unable to use the licensed premises for more than twenty-four (24) hours in any one ninety (90) day period, in which case the School District's sole remedy shall be a reasonable abatement of the license fees. The Owner shall be responsible for plowing snow, salting and sanding as necessary in the parking lot and all appropriate exterior areas of the DPW Facility of which the licensed premises are a part. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 8 hereof.

Requirements of Law, Fire Insurance, Floor Loads:

5. Prior to the commencement of the term of this License Agreement, if the School District is then in possession, and at all times thereafter, the School District, at the School District's sole cost and expense, shall promptly comply with all present and future applicable laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any

similar body which shall impose any violation, order or duty upon the Owner or the School District with respect to the School District's use or manner of use of the licensed premises (including the School District's permitted use) or, with respect to the building if arising out of the School District's use or manner of use of the premises or the building (including the use permitted under this License Agreement). Nothing herein shall require the School District to make structural repairs or alterations unless the School District has, by its manner of use of the licensed premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. The School District may, after securing the Owner to the Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to the Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject the Owner to prosecution for a criminal offense or constitute a default under any lease or mortgage under which the Owner may be obligated, or cause the licensed premises or any part thereof to be condemned or vacated. The School District shall not do or permit any act or thing to be done in or to the licensed premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the Owner with respect to the licensed premises or the building of which the licensed premises form a part, or which shall or might subject the Owner to any liability or responsibility to any person or for property damage. The School District shall not keep anything in the licensed premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of School District's use of the licensed premises. The School District shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon the Owner by reason of the School District's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this License Agreement or at any time thereafter, be higher than it otherwise would be, then the School District shall reimburse the Owner, for that portion of all fire insurance premiums thereafter paid by the Owner which shall have been charged because of such failure by the School District. In any action or proceeding wherein the Owner and the School District are parties, a schedule or "make-up" of rate for the building or licensed premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts herein stated and of several items and charges in the fire insurance rates then applicable to said premises. The School District shall not place a load upon any floor of the licensed premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. The Owner reserves the right to prescribe the weight and positions of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by the School District, at the School District's expense, in settings sufficient, in the Owner's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination:

6. intentionally omitted.

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Property-Loss, Damage, Reimbursement, Indemnity:

7. The Owner or its agents shall not be liable for any damage to property of the School District or of others entrusted to employees of the premises, nor for loss of or damage to any property of the School District by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatever nature, unless caused by or due to gross negligence or intentional misconduct of the Owner, its officers, elected officials, agents, servants or employees. The Owner or its agents will not be liable for any such damage caused by other licensees, renters or persons in, upon or about said premises or caused by operations in construction of any private, public or quasi-public work, unless caused by or due to the gross negligence or intentional misconduct of the Owner, its officers, elected officials, agents, servants or employees. The School District shall indemnify and save harmless the Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which the Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach of this License Agreement by the School District, the School District's agents, elected officials, officers, contractors, employees, or invitees, of any covenant or condition of this License Agreement, or the gross negligence or intentional misconduct of the School District, the School District's agents, officers, elected officials, contractors, employees or invitees. In case any action or proceeding is brought against the Owner by reason of any such claim, the School District, upon written notice from the Owner, will, at the School District's expense, resist or defend such action or proceeding by counsel approved by the Owner in writing, such approval not to be unreasonably withheld. The Owner shall indemnify and save harmless the School District, its employees, officers, agents and Board of Education from any claims, liabilities, suits, proceedings and actions which arise as a result of the gross negligence or intentional misconduct of the Owner with respect to this License Agreement.

Destruction, Fire and Other Casualty:

8. (a) If the licensed premises or any part thereof shall be damaged by fire or other casualty, the School District shall give immediate notice thereof to the Owner and this License Agreement shall continue in full force and effect except as hereinafter set forth. (b) If the licensed premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of the Owner and the license fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable, provided that if such partial damage renders the licensed premises unusable for the School District's purposes, the School District may terminate this License Agreement upon sixty (60) days prior written notice to the Owner. (c) If the licensed premises are totally damaged or rendered wholly unusable by fire or other casualty, then the license fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by the Owner, subject to the Owner's right to elect not to restore the same as hereinafter provided. Should such repairs or restoration reasonably be expected to take ninety (90) days or longer, the School District may terminate this License Agreement by prior written notice to the Owner given within thirty (30) days of the fire or other casualty. (d) If the licensed premises are rendered wholly unusable or (whether or not the licensed premises are damaged in whole or in part) if the building shall be so damaged that the Owner shall decide to demolish it or to rebuild it, then, in any of such events, the Owner may elect to terminate this License Agreement by written notice

to the School District, given within 90 days after such fire or casualty, specifying a date for the expiration of this Agreement, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this License Agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this License Agreement and the School District shall forthwith quit, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against the School District under this License Agreement in effect prior to such termination, and any license fees owing shall be paid up to such date and any license fees paid by the School District which were on account of any period subsequent to such date shall be returned to the School District. Unless the Owner or School District shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Owner's control. After any such casualty, the School District shall cooperate with the Owner's restoration by removing from the premises as promptly as reasonably possible, all of the School District's salvageable inventory and movable equipment, furniture, and other property. The School District's liability for license fees shall resume five (5) days after written notice from the Owner that the premises are substantially ready for the School District's use and occupancy. (e) Nothing contained hereinabove shall relieve the School District from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, the Owner and the School District each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. The School District acknowledges that the Owner will not carry insurance on the School District's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the School District and agrees that the Owner will not be obligated to repair any damage thereto or replace the same.

Eminent Domain:

9. Intentionally omitted.

Assignment, Mortgage, Etc.:

10. Intentionally omitted.

Electric Current:

11. The School District will reimburse the Owner for its share of the costs for all utilities as calculated and billed by the Owner. The costs to the School District for its use of utilities shall be calculated based upon the actual cost incurred at the DPW facility and multiplied by the

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percentage of the facility occupied by the School District, for example, should the School District occupy 10% of the square footage of the facility, the School District shall be responsible for 10% of the total utility costs incurred at the facility. The School District covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and the School District may not use any electrical equipment which, in the Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other licensees or occupants of the building. The change at any time of the character of electric service shall in no way make the Owner liable or responsible to the School District, for any loss, damages or expenses which the School District may sustain. The Owner agrees that the School District's present and continued use of the licensed premises, with machinery and/or equipment substantially similar to the machinery and/or equipment currently in use, does not and will not violate the provisions of this paragraph.

Access to Premises:

12. The Owner or the Owner's agents shall have the right (but shall not be obligated) to enter the licensed premises in any emergency at any time without notice to the School District, and, at other reasonable times with forty-eight (48) hours notice to the School District, to examine the same and to make such repairs, replacements and improvements as the Owner may deem necessary and reasonably desirable to the licensed premises or to any other portion of the building or which the Owner may elect to perform, provided that such repairs, replacements and improvements shall not impair the School District's use of the licensed premises for the permitted use, as set forth in paragraph 2 of this License Agreement. The School District shall permit the Owner to use and maintain and replace pipes and conduits in and through the licensed premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. The Owner may, during the progress of any work in the licensed premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the School District be entitled to any abatement of the license fees while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise, provided that the School District is not unable to use the licensed premises for more than a consecutive twenty-four (24) hours in any one ninety (90) day period, in which case the School District's sole remedy shall be a reasonable abatement of the license fees. Throughout the term hereof Owner shall have the right to enter the licensed premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective licensees. If the School District is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible, by master key, and, provided reasonable care is exercised to safeguard the School District's property, such entry shall not render Owner or its agents liable therefore, nor in any event shall the obligations of the School District hereunder be affected. If during the last month of the term the School District shall have removed all or substantially all of the School District's property there from, Owner may immediately enter, alter, renovate or redecorate the licensed premises without limitation or abatement of the license fees, or incurring liability to the School District for any compensation, and such act shall have no effect on this License Agreement or the School District's obligations hereunder.

Vault, Vault Space, Area:

13. Intentionally omitted.

Certificate of Occupancy:

14. The School District will not at any time use or occupy the licensed premises in violation of the certificate of occupancy issued for the building of which the licensed premises are a part. The School District has inspected the premises and accepts them as is. In any event, the Owner makes no representation as to the condition of the premises and the School District agrees to accept the same subject to violations, whether or not of record.

Bankruptcy:

15. Intentionally omitted

Default:

16. (1) If the School District defaults in fulfilling any of the covenants of this License Agreement other than the covenants for the payment of license fees or additional payments required pursuant to this License Agreement; or if the licensed premises, becomes vacant or deserted; or if any execution or attachment shall be issued against the School District or any of the School District's property whereupon the licensed premises shall be taken or occupied by someone other than the School District; or if the School District shall fail to commence use of the premises within fifteen (15) days after the commencement of the term of this License Agreement, then, in any one or more of such events, upon the Owner serving a written fifteen (15) days notice upon the School District specifying the nature of said default and upon the expiration of said fifteen (15) days, if the School District shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if the School District shall not have diligently commenced curing such default within fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then the Owner may serve a written ten (10) days' notice of termination of this License Agreement upon the School District, and upon the expiration of said ten (10) days this License Agreement and the term there under shall end and expire as fully and completely as if the expiration of such ten (10) day period were the day herein definitely fixed for the end and expiration of this License Agreement and the term thereof and the School District shall then quit and surrender the licensed premises to the Owner but the School District shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if School District shall make default in the payment of the license fees reserved herein or any item of additional fees or reimbursement herein mentioned or any part of either or in making any other payment herein required, which nonpayment shall continue for at least five (5) business days after written notice, then and in any of such events, the Owner may without notice, re-enter the licensed premises either by force or otherwise, and dispossess the School District by summary proceedings or otherwise, and the legal representative of the School District

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or other occupant of licensed premises and remove their effects and hold the premises as if this License Agreement had not been made, and the School District hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption:

17. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the license fee shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) the Owner may license or rent the licensed premises or any part or parts thereof, either in the name of the Owner or otherwise, for a term or terms, which may at the Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this License Agreement and may grant concessions or free usage or charge a higher fees than that in this License Agreement, and/or (c) the School District or the legal representatives of the School District shall also pay the Owner as liquidated damages for the failure of the School District to observe and perform the School District's covenants herein contained, any deficiency between the license fees hereby reserved and/or covenanted to be paid and the net amount, if any, of the license fees collected on account of the License Agreement of the licensed premises for each month of the period which would otherwise have constituted the balance of the term of this License Agreement. In computing such liquidated damages there shall be added to the said deficiency such reasonable expenses as the Owner may incur, if any, in connection with arranging for a third-party to use the licensed premises for all or part of the period that would have constituted the remaining term of this License Agreement, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the licensed premises in good order or for preparing the same for use by another person or entity. Any such liquidated damages shall be paid in monthly installments by the School District on the payment day specified in this License Agreement. The Owner, in putting the licensed premises in good order or preparing the same for use by another person or entity, may, at the Owner's option, make such alterations, repairs, replacements, and/or decorations in the licensed premises as the Owner, in the Owner's sole judgment, considers advisable and necessary for the purpose of another person or entity using the licensed premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release the School District from liability hereunder as aforesaid. The Owner shall in no event be liable in the event that the licensed premises are licensed or rented to a third-party, for failure to collect the payments thereof under such alternative arrangements, and in no event shall the School District be entitled to receive any excess, if any, of such net fees collected over the sums payable by the School District to the Owner hereunder. In the event of a breach by the School District of any of the covenants or provisions hereof, the Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry and other remedies were not herein provided for. Mention in this License Agreement of any particular remedy, shall not preclude the Owner from any other remedy, in law or in equity. The School District hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the School District is dispossessed for any cause, or in the event of the Owner obtaining possession of licensed premises, by reason of the violation by the School District of any of the covenants and conditions of this License Agreement, or otherwise.

Fees and Expenses:

18. If the School District shall default in the observance or performance or any term or covenant on the School District's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this License Agreement, then, unless otherwise provided elsewhere in this License Agreement, the Owner may immediately or at any time thereafter and without notice perform the obligation of the School District there under. If the Owner, in connection with the foregoing or in connection with any default by the School District in the covenant to pay license fees hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, then the School District will reimburse the Owner for such sums so paid or obligations incurred. The foregoing expenses incurred by reason of the School District's default shall be paid by the School District to the Owner within thirty (30) days of the School District's receipt of any bill or statement from the Owner for such incurred expenses to the School District thereof. This provision shall survive the expiration or earlier termination of this License Agreement.

Building Alterations and Management:

19. The Owner shall have the right at any time, without incurring liability to the School District therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known, provided such change(s) do not impair the School District's use of the licensed premises for the permitted use, as set forth in paragraph 2 of this License Agreement. There shall be a reasonable allowance to the School District for diminution of license fees, by reason of inconvenience, annoyance or injury to business arising from the Owner or other occupants of the DPW Facility making any repairs in the building or any such alterations, additions and improvements for the time it takes to complete such repairs, alterations, additions and improvements. Furthermore, the School District shall not have any claim against the Owner by reason of the Owner's imposition of such controls of the manner of access to the building by the School District's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations by Owner:

20. Neither the Owner nor the Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the licensed premises, the agreements, revenues, expenses of operation or any other matter or thing affecting or related to the premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by the School District by implication or otherwise, except as expressly set forth, in the provisions of this License Agreement. The School District has inspected the building and the licensed premises and is thoroughly acquainted with their condition and agrees to take the same "as is" and acknowledges that the taking of possession of the licensed premises by the School District shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and the School District and any executory agreement hereafter made

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shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term:

21. Upon the expiration or other termination of the term of this License Agreement, the School District shall cease use and possession of the licensed premises and surrender to the Owner the licensed premises, broom clean, in good order and condition, ordinary wear and damages which the School District is not required to repair excepted, and the School District shall remove all its property. The School District's obligation to observe or perform this covenant shall survive the expiration or other termination of this License Agreement. If the last day of the term of this License Agreement, falls on Sunday, this License Agreement shall expire at noon on the preceding Saturday, unless it is a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment:

22. The Owner covenants and agrees with the School District that upon the School District paying the licensee fees and additional fees and reimbursements provided herein and observing and performing all the terms, covenants and conditions, on the School District's part to be observed and performed, the School District may peaceably and quietly enjoy the premises hereby licensed, subject, nevertheless, to the terms and conditions of this License Agreement and to any applicable ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession:

23. Intentionally omitted.

No Waiver:

24. The failure of the Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this License Agreement or of any of the Rules or Regulations existing at the commencement of the License Agreement or hereafter adopted by the Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by the Owner of license fees with knowledge of the breach of any covenant of this License Agreement shall not be deemed a waiver of such breach and no provision of this License Agreement shall be deemed to have been waived by the Owner or the School District unless such waiver is in writing signed by the Owner. No payment by the School District or receipt by the Owner of a lesser amount than the monthly license fee herein stipulated shall be deemed to be other than on account of the earliest stipulated license fee, nor shall any endorsement or statement of any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the Owner may accept such check or payment without prejudice to the Owner's right to recover the balance of such license fees or pursue any other remedy provided in this License Agreement. No act or thing done by the Owner or the Owner's agents during the term hereby licensed shall be deemed

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an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by the Owner. No employee of the Owner or the Owner's agent shall have any power to accept the keys of said premises prior to the termination of this License Agreement and the delivery of keys to any such agent or employee shall not operate as a termination of this License Agreement or a surrender of the premises.

Waiver of Trial by Jury:

25. It is mutually agreed by and between the Owner and the School District that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this License Agreement, the relationship of the Owner and the School District, the School District's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy.

Inability to Perform:

26. This License Agreement and the obligation of the School District to pay license fees hereunder and perform all of the other covenants and agreements hereunder on the part of the School District to be performed shall in no way be affected, impaired or excused because the Owner is unable to fulfill any of its obligations under this License Agreement or to supply, or is delayed in supplying, any service expressed or implied to be supplied or is unable to make, or is delayed in making, any repair, additions, alterations or decorations or is unable to supply, or is delayed in supplying, any equipment or fixtures if the Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever, beyond the Owner's control including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices:

27. Except as otherwise provided in this License Agreement, a bill, statement, notice or communication which the Owner may desire or be required to give to the School District, shall be deemed sufficiently given or rendered if, in writing, delivered to the School District personally or sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Owner:

Richard Slingerland, Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591
rslingerland@tarrytowngov.com

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To the School District:

Christopher Borsari, Superintendent of Schools
The Union Free School District of the Tarrytowns
200 North Broadway
Sleepy Hollow, NY 10591
cborsari@tufsd.org

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

Services Provided by Owners:

28. As long as the School District is not in default under any of the covenants of this License Agreement, the Owner shall provide all utilities; however, the School District will reimburse the Owner for its share of the costs for all utilities as calculated and billed by the Owner.

Captions:

29. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this License Agreement nor the intent of any provisions thereof.

Definitions:

30. The term "office", or "offices", wherever used in this License Agreement, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means the Village of Tarrytown or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the licensed premises form a part, so that in the event of any sale or sales of said land and building, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of the Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this License Agreement are not restricted to their technical legal meaning. The term "business days" as used in this License Agreement shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 29 hereof), Sundays and all days observed by the State or Federal Government as legal

holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

Adjacent Excavation--Shoring:

31. Intentionally omitted.

Rules and Regulations:

32. The School District and the School District's elected officials, officers, servants, employees, agents and visitors shall observe faithfully, and comply strictly with, the Owner's Rules and Regulations for the DPW Facility, including but not limited to the licensed premises, and such other and further Rules and Regulations as the Owner or the Owner's agents may from time to time adopt in order to reasonably ensure the safety and orderly operation of the licensed premises and to comply with any applicable federal, state or local law, rule or regulation. Notice of any additional rules or regulations shall be given in the manner provided in Article 27.

Security:

33. Intentionally omitted.

Estoppel Certificate:

34. Intentionally omitted.

Successors and Assigns:

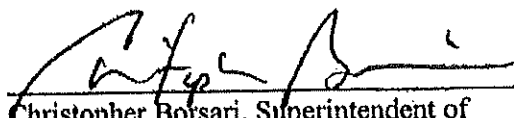
35. Intentionally omitted.

IN WITNESS WHEREOF, the Owner and the School District have respectively signed and sealed this License Agreement as of the day and year first above written.

Witness for Owner:


Richard Slingerland, Village Administrator

Witness for School District:


Christopher Borsari, Superintendent of Schools

30


CERTIFICATE OF AUTHORITY

I, Richard Slingerland, certify that I am the Village Administrator of the Village of Tarrytown, with offices at One Depot Plaza, Tarrytown, New York, named in the foregoing Agreement, I signed the Agreement on behalf of the Village of Tarrytown by authority of the Board of Trustees of the Village of Tarrytown thereunto duly authorized and that such authority is in full force and effect at the date hereof.


Richard Slingerland

STATE OF NEW YORK, COUNTY OF WESTCHESTER, ss.

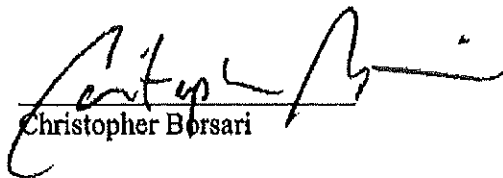
On the 13th day of April, 2020, before me, the undersigned notary public, personally appeared Richard Slingerland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Village Administrator of the Village of Tarrytown and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires on 10/25/2020

CAROL A BOOTH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO0117482
Qualified in Westchester County
My Commission Expires October 25, 2020


CERTIFICATE OF AUTHORITY

I, Christopher Borsari, certify that I am the Superintendent of Schools of the Union Free School District of the Tarrytowns, with offices at 200 North Broadway, Tarrytown, New York, named in the foregoing Agreement, I signed the Agreement on behalf of the Union Free School District of the Tarrytowns by authority of Board of Education of the Union Free School District of the Tarrytowns thereunto duly authorized and that such authority is in full force and effect at the date hereof.


Christopher Borsari

STATE OF NEW YORK, COUNTY OF WESTCHESTER, ss.

On the 28th day of April, 2020, before me, the undersigned notary public, personally appeared Christopher Borsari, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Superintendent of Schools of the Union Free School District of the Tarrytowns and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires on 7/23/2023

NELLY VALENTIN
Notary Public, State of New York
No. 01VA8171371
Qualified in Dutchess County
Commission expires July 23, 2023

31

AGREEMENT made as of the 31st day of March, 2020 by and between the **VILLAGE OF TARRYTOWN**, a municipal corporation of the State of New York, and **THE UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS**, a public school district duly organized under the Education law of the State of New York.

WITNESSETH:

WHEREAS, the Village of Tarrytown ("Village") and the Union Free School District of the Tarrytowns ("School") presently have a shared purchasing arrangement for fuel for the buses and vehicles used by the School, and

WHEREAS, this Agreement shall memorialize the understanding of the Village and the School regarding this arrangement;

NOW, THEREFORE, the parties agree as follows:

1. The Village shall allow the School to obtain gasoline and/or diesel fuel for School purposes only, at the rates charged to the Village off of New York State supply contract, or other valid means through which the Village purchases fuel, plus an administrative fee based on time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the fuel consumption of the School's buses and vehicles, and invoicing the School for gasoline and/or diesel consumption for School purposes. Currently, the administrative fee is \$184 per invoice.

2. Invoicing and Payments: The Village shall provide the School, on a monthly basis, with an invoice setting forth the dates, quantity and type of fuel dispensed per vehicle. Invoices for fuel that are received by the School after the execution of this Agreement by both parties shall be paid

by the School within thirty (30) days of the receipt of the invoice. The School shall give the Village notice of any invoice dispute within thirty (30) days of its receipt of the invoice, in which case the Village will promptly investigate the matter and, if necessary, allow the School to audit the Village's records in an effort to resolve the dispute. The parties shall make a good-faith effort to promptly resolve any invoice in a reasonable manner. Following execution of this Agreement by both parties, the School shall pay any invoices for fuel that are already in the School's possession within fifteen (15) days of the full execution of this Agreement by both parties. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the School's rights or prevent the School from availing itself of any remedy or course of action it has at law or in equity at a later date.

3. Fuel Rates: The Village shall bill the School for the gasoline and/or diesel consumption of the buses and vehicles of the School at the rates at which the fuel is purchased, as per state bid, or as otherwise procured, at the time of purchase by the Village.

4. Administrative Fee: The School shall pay an administrative fee based on average time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the use, and invoicing the schools for gasoline and/or diesel consumption for school purposes, as well as licensing and permitting of the fuel facility. For the term of this Agreement, the administrative fee is calculated based on an hourly rate of forty six dollars (\$46.00) per hour and an average time period of four (4) hours spent on administrative efforts during the period covered by each invoice, which translates into an administrative fee of one hundred and eighty four dollars (\$184.00) per invoice for the term of this Agreement.

5. Indemnification: The School agrees to indemnify, defend and hold the Village, its employees, officers, agents and officials, harmless with respect to any notices, claims, liabilities,

suits, proceedings, actions or damages arising out of this Agreement, including but not limited to the unauthorized taking or using of fuel, except to the extent such notices, claims, liabilities, suits, proceedings, actions or damages are caused by the gross negligence or willful misconduct of the Village, its employees, officers, agents and/or officials.

6. Term: The term of this Agreement shall be five (5) years, commencing June 1, 2019 and terminating on May 31, 2024.

7. Termination: This Agreement may be terminated upon thirty (30) days prior notice in writing by either party, in which case the School will be responsible for paying for any fuel obtained pursuant to this Agreement prior to the date of termination, if applicable. The fuel obtained pursuant to this Agreement prior to the date of termination, if any, will be paid for by the School within thirty (30) days of the receipt of the invoice for such fuel.

8. Effective Date: Once fully executed (signed by both parties), this Agreement shall have a retroactive effective date of June 1, 2019, which effective date shall commence the above-defined term of this Agreement.

9. Notices: Any and all notices or demands required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Village:
Richard Slingerland, Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591
rslingerland@tarrytowngov.com

To the School:
Christopher Borsari, Superintendent
The Union Free School District of the Tarrytowns
200 North Broadway

Sleepy Hollow, NY 10591
cborsari@tufsd.org

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision by such party.

11. Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Assignment: The parties may not assign, transfer or convey any of their respective rights or obligations under this Agreement or subcontract any portion of the rights or obligations set forth herein, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.

13. Assistance with Defense: In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third-party against one of the parties to this Agreement, the other party, shall, at its own cost and expense, provide all reasonable information and assistance in the defense or other disposition thereof.

14. Entire Agreement: This Agreement constitutes the entire understanding and Agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

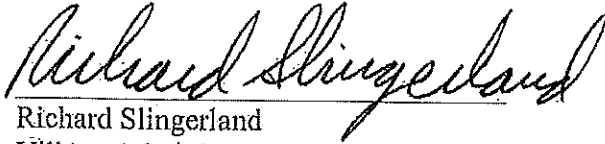
15. Governing Law: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

16. Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

17. Authority to Enter: The undersigned representative of the Village hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the Village and to bind the Village with respect to the obligations enforceable against the Village in accordance with its terms. The undersigned representative of the School hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the School and to bind the School with respect to the obligations enforceable against the School in accordance with its terms.

18. Force Majeure: Notwithstanding anything to the contrary contained in the Agreement, each party shall not be liable to the other party for its failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond the non-performing party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, or wars (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the party(ies) whose performance is prevented as a result of the Force Majeure Event shall be excused from performance hereunder for the duration of the Force Majeure Event.

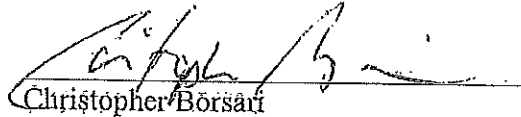
Village of Tarrytown



Richard Slingerland
Village Administrator

5-6, 2020
Date signed


The Union Free School District of the
Tarrytowns



Christopher Börsari
Superintendent of Schools

5/11, 2020
Date signed

Village of Tarrytown

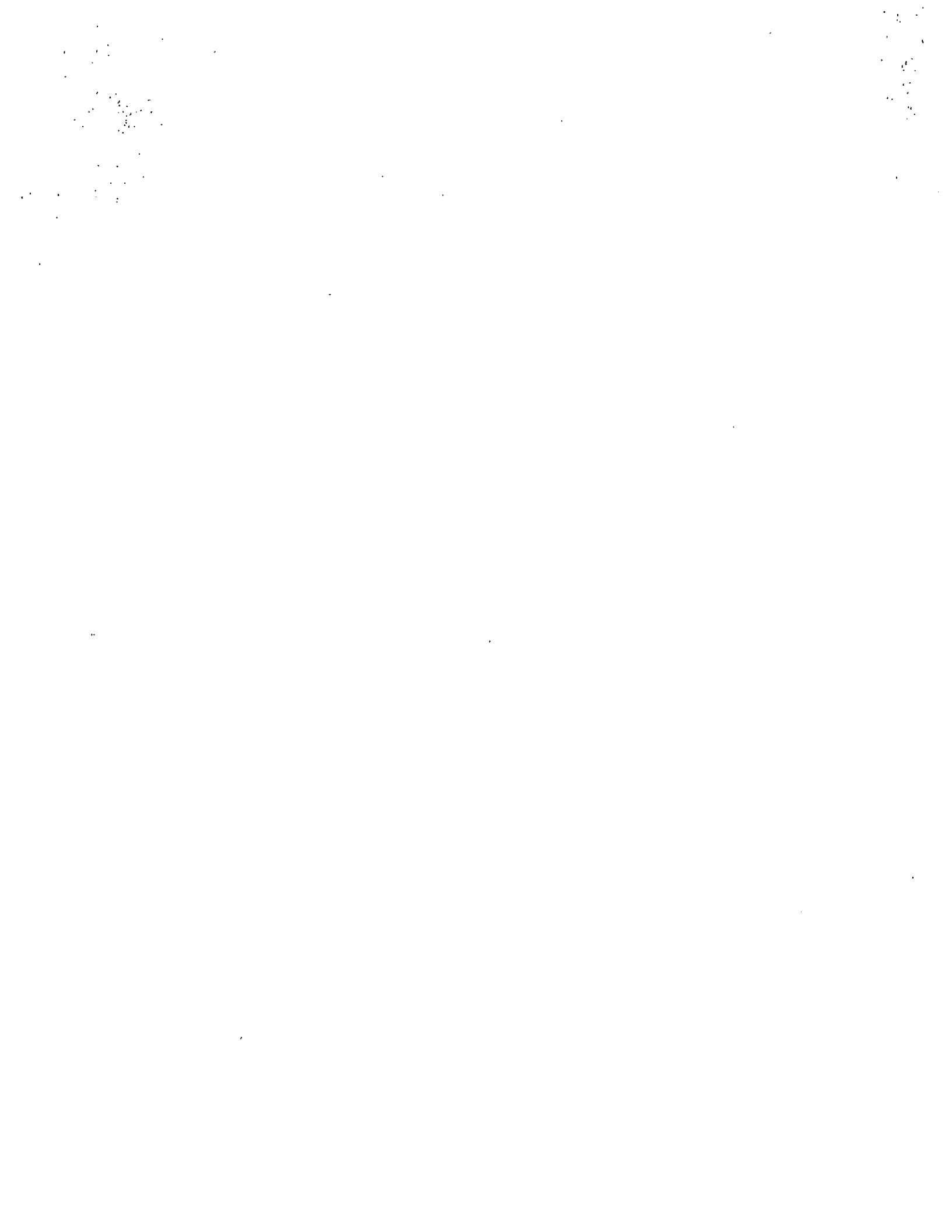

Richard Slingerland
Village Administrator

5/6, 2020
Date signed

**The Union Free School District of the
Tarrytowns**

Christopher Borsari
Superintendent of Schools

_____, 20____
Date signed



30

INTERMUNICIPAL AGREEMENT (IMA)
BETWEEN THE VILLAGE OF TARRYTOWN AND
THE UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS
SHARED SERVICE – SANITATION COLLECTION

THIS AGREEMENT, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (the "Village") and the Union Free School District of the Tarrytowns (the "TUFSD"), a public school district organized and existing under the laws of the State of New York, with administrative offices located at 200 No. Broadway, Sleepy Hollow, NY 10591.

WITNESSETH

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes agreements between municipalities and school districts for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, both the Village and the TUFSD (collectively, the "Parties") have in the past, dating back to the 1990's, agreed to have the Village perform garbage collections services for the Washington Irving School, which the Village and the TUFSD agreed would be provided for a fee; and

WHEREAS, Village has continued to provide these services to Washington Irving School, located at 103 South Broadway, Tarrytown, NY, 10591, as follows:

Number of containers, times per week:

- a. One (1) 3-yard dumpster for garbage, 3 days per week
- b. One (1) 3-yard dumpster for cardboard, 1 day per week
- c. One (1) 2-yard dumpster for commingled recyclables 1 day per week

Total number of pickups in a four week period – 20

(hereinafter the "Sanitation Services").

NOW, THEREFORE, the parties hereby agree as follows:

1. **Compensation and Invoicing**: The Village of Tarrytown shall provide the above detailed Sanitation Services at a cost of \$12,889.97 per year for the year June 1, 2019 through May 30, 2020, increased for each subsequent one-year period at a rate of 2%. The Village shall invoice TUFSD monthly, which invoice shall be paid by the TUFSD within thirty (30) days of receipt of the invoice.
2. **Term**: The term of this IMA shall be five (5) years, effective retroactively to June 1, 2019 and terminating on May 31, 2024.

3. Termination: This Agreement may be terminated upon thirty (30) days notice in writing by either party, or upon shorter notice should the Washington Irving School be closed for any reason by action of any higher level government agency with authority to do so. In any case of termination, TUFSD will be responsible for payment of any services provided pursuant to the IMA prior to the date of termination, if applicable. . Should the Village discontinue this program due to its participation in a town-wide Town of Greenburgh program and/or inability to continue to offer this shared service to the TUFSD, or for some other similar reason, the Village reserves the right to renegotiate or terminate this IMA.
4. Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
5. Authority: Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and the Board of Education have authorized execution of this Agreement.
6. Notices: Any and all notices or demands required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Village:

Richard Slingerland, Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591
rslingerland@tarrytowngov.com

To TUFSD:

Christopher Borsari, Superintendent of Schools
The Union Free School District of the Tarrytowns
200 North Broadway
Sleepy Hollow, NY 10591
cborsari@tufsd.org

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

7. Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision by such party.

- 8. Assignment: The parties may not assign, transfer or convey any of their respective rights or obligations under this Agreement or subcontract any portion of the rights or obligations set forth herein, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.
- 9. Assistance with Defense: In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third-party against one of the parties to this Agreement, the other party, shall, at its own cost and expense, provide all reasonable information and assistance in the defense or other disposition thereof.
- 10. Governing Law: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.
- 11. Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 12. Force Majeure: Notwithstanding anything to the contrary contained in the Agreement, each party shall not be liable to the other party for its failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond the non-performing party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, or wars (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the party(ies) whose performance is prevented as a result of the Force Majeure Event shall be excused from performance hereunder for the duration of the Force Majeure Event.

IN WITNESS WHEREOF, the Parties have executed this IMA as of the date written above.

5/6, 2020

Village of Tarrytown

By: Richard Slingerland
Richard Slingerland, Village Administrator

5/11, 2020

Union Free School District of the Tarrytowns

By: Christopher Borsari
Christopher Borsari, Superintendent of Schools



17

THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT (the "First Amendment"),
made the _____ day of _____, 2023, by and between:

THE COUNTY OF WESTCHESTER, by and through its Department of
Emergency Services or Department of Public Safety, a municipal corporation of the
State of New York, having an office and place of business in the Michaelian Office
Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

Village of Tarrytown, a municipal corporation of the State of New York, having an
office and place of business at 1 Depot Plaza, Tarrytown, NY 10591

(hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the parties entered into a license agreement, dated May 27, 2020, (the
"License Agreement") wherein the County agreed to furnish and install Equipment to enhance the
ability of first responders to safely and reliably communicate with the County and each other
through the County Systems for public safety radio communication and mutual aid purposes; and

WHEREAS, the County has obtained additional funding through a Statewide
Interoperable Communications Grant with the New York State Division of Homeland Security
and Emergency Services ("NYS DHSES"), being Contract No. 197794, as may be renewed,
amended or extended from time to time, a copy of which is on file with the Commissioner of the
County Department of Emergency Services and available upon request (the "State Grant
Agreement"); and

WHEREAS, the County wishes to use the State Grant Agreement to purchase a tri-
band (VHF-UHF-700 MHz) antenna to replace the current single band VHF antenna
("Additional Equipment") at the Municipality's police headquarters located at 1 Depot Plaza,
Tarrytown, NY 10591 (the "Site"), and

WHEREAS, the Additional Equipment will enable the police Mutual Aid Radio System
(MARS) control station radio at the Site (the "Control Station Radio") to operate on the County's
P25 Trunked Radio System, which is one of the newly installed County Systems that operates on
UHF frequencies; and

WHEREAS, the Municipality is amenable to the County furnishing and installing the
Additional Equipment according to the terms and conditions set forth herein.

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NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.
2. The Municipality agrees (a) to the inclusion of the Additional Equipment as "Equipment" under the License Agreement, (b) to the delivery, installation and use of the Additional Equipment in accordance with the terms of the License Agreement, and (c) to comply with the terms and conditions of State Grant Agreement to the extent they pertain to the Additional Equipment.
3. The Additional Equipment will be furnished, installed and programmed at no charge to the Municipality.
4. The Municipality acknowledges and agrees that, as part of the installation of the Additional Equipment, the County will be programming the Control Station Radio with County Trunk Radio Communication channels, as well as with local public safety radio communication channels, for mutual aid purposes.
5. The Municipality agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.
6. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Systems in accordance with the terms of the License Agreement, as amended. The County shall retain control and responsibility for the County Systems.
7. The Municipality consents to the County programming the Municipality's radio communication channel(s) into the control station radios located at the police headquarters of the other municipalities that participate in the Mutual Aid Rapid Response Plan for Police Departments of Westchester County and the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plans") for mutual aid purposes.
8. The Municipality grants to the County and the municipalities who participate in the Mutual Aid Plans, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication channel(s) for mutual aid purposes. The Municipality shall retain control and responsibility for the Municipality's radio communication system.

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9. The parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

10. Each party's radio communication system shall remain its property. It is expressly understood that the License Agreement, as amended, does not constitute a lease and that no ownership or property rights whatsoever are being transferred under the License Agreement, as amended.

11. The County Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Systems are made available to users, each user will have access to the County Systems, in their then-current form. The County in its sole discretion may change the County Systems as it deems necessary and proper.

12. The Municipality understands and agrees that use of the Equipment and the County Systems are being provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE".

13. The County disclaims all warranties of any kind, express or implied, concerning the Equipment and the County Systems, including, without limitation, their quality, accuracy, completeness, usefulness, timeliness, reliability, functionality, merchantability, or fitness for a particular purpose.

14. The County shall not be responsible for any issue(s) with regard to the Equipment or County Systems, including, without limitation, any interruption, defect, delay, failure, or malfunction involving equipment, hardware, software, or communications impacting; or any lack of availability of; or any other issue, whether or not technical in nature, whether or not caused by human error, and whether or not caused by, or not remedied by, the County and/or the Municipality or any other user.

15. The County shall have no liability to the Municipality, for any damages, losses, or other costs of any nature (including, without limitation, attorney's fees) related to any claim, whether in contract, tort, or otherwise, that is directly or indirectly related to or arises out of the Equipment or use of the County Systems.

16. The Municipality agrees that, once the Additional Equipment is installed, the County will update the Equipment List set forth in Schedule "A" to the License Agreement to include all of the Equipment furnished to the Municipality under the License Agreement, as amended. Once the updated Schedule "A" is provided to the Municipality, it shall be deemed a part of the License Agreement, as amended.

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17. The installation of the Additional Equipment is subject to the County receiving the grant funds under the Grant Agreement and procuring a contract to purchase and install the Additional Equipment. In addition, it may be necessary for the County to perform a Site visit with prospective contractors to verify existing Site conditions. The Municipality consents to the County may performing such Site visit. If a Site visit is necessary, a County representative will be in contact with the Municipality's police department to schedule the visit.

18. The Municipality agrees to make the Site available during regular business hours for the County or its vendor to install the Additional Equipment.

19. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.

20. Except as amended hereby, all other terms, covenants and conditions of the License Agreement shall remain in full force and effect.

21. This First Amendment shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[INTENTIONALLY LEFT BLANK.]
SIGNATURES TO FOLLOW.]

11

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____

_____ :

By: _____

Name:

Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 2023.

Approved:

Associate County Attorney
County of Westchester

4

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY

(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution _____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

