

Agreement for Use of Croton-Harmon Train Station Parking Lot

THIS AGREEMENT made as of this _____ day of _____, 2022, between the VILLAGE OF CROTON-ON-HUDSON, a municipal corporation, having its office at One Van Wyck Street, Croton-on-Hudson, New York ("the Village"), and Camp Nabby, located at _____ ("the Camp").

WITNESSETH:

WHEREAS, the Village owns a certain parking lot property known as Lot A of the Croton-Harmon Train Station Parking Lot, located along Croton Point Avenue in the Village of Croton-on-Hudson, New York as shown on the map attached hereto as Exhibit A ("Lot A"); and

WHEREAS, the Camp desires use Lot A as a location for bus pick-up and drop-off of campers during the summer camp season; and

WHEREAS, the Village is willing to allow the Camp to utilize Lot A for such purpose as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the parties mutually agree as follows:

1. The Village hereby permits the Camp to use Lot A for bus pick-up and drop-off of campers on weekdays from June 27, 2022, through August 18, 2022, with pick up between 8:15-8:30 each morning and drop-off between 4:15-4:30 in the afternoon.
2. Vehicles arriving to pick-up and drop-off campers shall park in an available space in Lot A. The individual vehicles shall not be required to pay for use of the space they are occupying. Vehicles should be advised to follow the Village's anti-idling law, which prohibits idling for more than three minutes. The buses picking up and dropping off campers shall pull into Lot A from Croton Point Avenue and proceed to circle around Lot A to the spaces outlined on the map attached hereto as Exhibit B. The buses shall also observe the Village's anti-idling law.
3. The fee for the use of Lot A shall be \$25 per day for a total of \$950. Payment in full shall be made to the Village prior to the start of the Camp season.
4. The Camp hereby agrees to defend, indemnify and hold harmless the Village, its employees, officers and agents, harmless against any and all loss, liability, claims, damages and/or injuries to persons or property, or causes of action for damage and will indemnify the Village for all such suits, actions, orders, or decrees and judgments entered thereon, that in any way arise from or may be caused by the Camp's use of Lot A or otherwise hereunder, unless such damage or injury be caused by or be due to gross negligence of the Village.
5. The Camp will maintain liability insurance as detailed in the insurance requirements attached hereto as Exhibit C.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement this

_____ day of _____, 2022.

By: _____

Bryan T. Healy, Village Manager

By: _____

Rita Bertino, Camp Nabby Director



Exhibit C

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Minimum Insurance Requirements for Village of Croton-on-Hudson Events held on Village Property

Prior to the start of any event, the Sponsor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Croton-on-Hudson certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Sponsor” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) **Commercial General Liability Policy**, with limits of no less than \$1,000,000 Each Occurrence/ \$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Personal & Advertising Injury
 - D. Blanket Contractual Liability
 - E. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - F. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
 - G. General Aggregate shall apply separately to each event (must be on an occurrence form).
 - H. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - I. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
- 2) **Worker’s Compensation and Employers Liability Policy**, covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.

3) N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.

4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.

A. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.

B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents. Coverage shall apply on a primary and non-contributory basis, including any self-insured retentions

5) Umbrella Liability, with limits of no less than \$1,000,000 Each Occurrence/\$1,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Croton-on-Hudson. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.

6) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The Sponsor shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to commencement of the event and naming Village of Croton-on-Hudson as an Additional Insured **by endorsement**. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

The cost of furnishing the above insurance shall be borne by the Sponsor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.