

VILLAGE OF CROTON-ON-HUDSON TAXI SPACE RENTAL AGREEMENT

This Taxi Space Rental Agreement (the "Agreement") is entered into as of _____, 2023, by J & S Taxi and the Village of Croton-on-Hudson, New York.

1.) General Taxi Rights. Upon the execution of this Agreement and in consideration of payment of a monthly fee as described below, the Company (which shall include its owners, any business partners, employees, agents, sub-contractors, heirs, assigns, within the Croton-Harmon Train Station Parking Lot at any one time for the term of this Agreement. A taxi cab dropping off passengers at the railroad station will not be counted as part of that maximum number allowed, provided that it leaves the Croton Harmon Train Station Parking Lot after dropping off its passengers. For purposes of this Agreement, the "Croton-Harmon Train Station Parking Lot" (or the "Parking Lot") shall be defined as both the upper and lower parking lots owned by the Village, which enjoy both ingress and egress on to Croton Point Avenue.

2.) Fees.

- a. Each Company shall be charged a monthly rental fee of \$150.00 per parking space.
- b. Monthly rental fees for the parking spaces are to be paid to the appropriate Village department/agent within thirty (30) days of the date on the bill transmitted to each Company. If the monthly rental fee has not been paid within thirty (30) days of the date on the Company's bill, the Company will be in default of this Agreement and will be prohibited from using any parking spaces in the Parking Lot. For the term of the Agreement, the Company may not remit payment for less than the number of parking spaces set forth in this Agreement.

3.) Permitted Areas. Taxis are only allowed to stand or park in specific loading areas as designated by the Village Manager.

a. Taxi Loading Areas.

- a. The Company will be provided with two assigned loading spaces directly in the front of the Station Building (the "Loading Area"), all of which will be located in the area marked as "Section O" on the attached map.
- b. The Village reserves the right to relocate the Company's assigned loading spaces prior to, during, or after construction in the Parking Lot if the Village determines that such relocation is reasonably required to facilitate the construction process.
- c. Only two of the Company's taxis are authorized and allowed to be parked in the Loading Area at any one time. No additional taxis are allowed in

Section D until a "loading taxi" has been loaded and moves out. At that point, and only that point, is a waiting taxi allowed to enter Section D and into a "loading space." It is absolutely prohibited to have any taxis parked behind the Loading Area or in any other area within Section D. One "waiting taxi" is permitted to be waiting in Section C five car lengths behind the designated bus area.

- d. The Company shall be permitted to request, in writing, authorization for additional loading spaces at any point during the term of this Agreement. The Village Manager shall be authorized to grant such request if it is reasonable.

4.) Prohibited Areas.

- e. No taxis are to be parked in any other area of the Parking Lot other than in the areas described in Section 3 of this Agreement.
- f. The drop-off aisle in front of the Station Building is only to be used for the purposes of dropping off passengers and it is expressly prohibited to pick up passengers at this location. Passengers may only be picked up in the Loading Area as noted herein.

5.) Taxi Conduct.

The following rules of conduct apply to the Company, including its owners, drivers, and agents. Failure to adhere to these rules shall be grounds for immediate revocation of this Agreement:

- a. Company representatives must stand within five (5) feet of their respective taxi(s) in the Loading Area.
- b. Company representatives shall not solicit business, call "taxi", hawk, fight, yell, or in any way interfere with or influence a passenger's decision as to which taxi company they wish to select as they exit or enter the Station area. Drivers must allow passengers to approach whichever taxi company they choose and enter the vehicle to which that company's representative assigns them.
- c. Company representatives shall not enter another company's Loading Area.
- d. Company representatives shall not block access to any parking space or prevent the free flow of traffic in lanes of travel located in the Parking Lot.
- e. There shall be no parking or standing of taxis outside of the Loading Area. Taxis will only be permitted to park in the designated Loading Areas.
- f. Company representatives shall not cause or permit the engine of any taxi to idle while parked in the Parking Lot.

6.) Village Property. There shall be no painting of Village property, installation of signs, or any other physical changes to any of the Village-owned areas referred to herein without the express written permission of the Village Manager. No taxi company signs, banners, etc. will be permitted on any station buildings, benches, kiosks, etc. In addition, the Village Manager reserves the right to require the removal or alteration of any taxi company signs, etc. that may pre-date this Agreement.

7.) Enforcement.

- a. The Croton on Hudson Police Department, Village Code Enforcement Officer, Village Parking Enforcement Officer, and/or other Village Officials so authorized by the Village Manager, will monitor the provisions of these rules and regulations. Any taxi company violating this Agreement may be subject to: suspension or revocation, in whole or in part, of its privileges and rights to use the taxi Loading Area owned by the Village; and/or termination of this Agreement. The Village Manager in accordance with section 11 shall have the discretion to determine what penalty to impose.
- b. Upon receiving information, from either an employee of the Village or a member of the general public, as to any claimed violation by the Company of this Agreement or a provision of the Village Code, the Village Manager shall conduct such investigation as he or she deems appropriate. A hearing shall not be required. After such investigation as the Village Manager deems appropriate, he or she shall make a determination as to whether a violation took place and, if so, the penalty to be imposed. The Village Manager shall communicate his or her decision in writing to the Company.
- c. The Village Manager's decision shall be final and binding and there shall be no right to an appeal.

8.) Term. This Agreement shall become effective on June 1, 2023, and shall remain in effect until May 31, 2025. Notwithstanding anything herein contained, the Village reserves the right to cancel or amend this Agreement as it deems necessary to maintain or further the public interest, provided it gives written notice of same to all parties to this Agreement at least thirty (30) calendar days prior to such action.

9.) Deposit. Upon the execution of this Agreement, the Company shall deposit one month's cash security with the Village, equivalent to the number of spaces rented / multiplied by \$150.00 to assure its strict performance of the provisions of this Agreement.

10.) Compliance with Laws and Regulations.

- a. The Company shall, at its own expense, remain current with all necessary licensing requirements set by the State of New York, the County of Westchester Taxi and Limousine Commission, and applicable regulations set forth in the Code of the Village of Croton-on-Hudson.
- b. The Company shall, at its own expense, comply with all applicable laws, rules, regulations, and requirements applicable to it.

11.) Termination.

- a. In the event of the Company's failure to pay the month's rent when due, which failure continues for twenty days after the due date, then the Village shall be entitled to terminate this Agreement effective immediately.
- b. Notwithstanding anything contained in this Agreement, upon any other violation of this Agreement, which is not cured by the Company within twenty days of the Village's written notice of such violation, the Village shall be entitled to terminate this Agreement effective immediately.

12.) Assignment. The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title, or interest therein, or the power to execute this agreement, without the Village's prior written consent.

13.) Insurance. The Company shall purchase and maintain insurance described in the attached document. The Company will furnish proof of required insurance upon signing the agreement, and provide the Village with annual renewal documentation.

14.) Entire Agreement. This Agreement (including any exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.

15.) Notice. Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be delivered electronically and in writing by USPS Certified Mail as follows:

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

Company:
Croton Harmon Car Service Inc.
Db a J & S Taxi
PO Box 132
Croton-on-Hudson, NY 10520

IN WITNESS WHEREOF, the respective parties have hereunto executed this agreement on the day and year first written above.

Bryan Healy, Village Manager
