

AMENDMENT OF MEMORANDUM OF UNDERSTANDING BETWEEN
THE CROTON BUSINESS COUNCIL AND THE VILLAGE OF CROTON-ON-HUDSON
FOR OKTOBERFEST 2024

This AMENDMENT dated _____, 2024 between the Croton Business Council, with offices at P.O. Box 271, Croton-on-Hudson, New York 10520, and the Village of Croton-on-Hudson, a New York municipal corporation with offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 ("Village").

WITNESSETH:

WHEREAS, the Croton Business Council and the Village are partners to an agreement dated August 29, 2024 ("the Agreement"), regarding the "Oktoberfest" festival, an event which expects to have attendance of three thousand (3,000) attendees, on a Village street, specifically Grand Street between Old Post Road S. and Mt. Airy Road; and

WHEREAS, the two parties wish to agree upon waiving some of the public safety overtime costs incurred by the Village; and

WHEREAS, the two parties wish to agree upon the Village providing its shuttle bus and driver for the day of the event at no cost to the Croton Business Council,

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section Two of the Agreement is hereby amended as follows:
 - a COSTS AND FEES —The Croton Business Council agrees to pay the Village for the following services and costs associated with holding this Event on Grand Street: Department of Public Works services at a total cost of \$6,738.10 and a refundable security deposit in the amount of \$500.00. The total cost due to the Village for all fees is \$7,238.10.

The Village shall provide for public safety through its Police Department at no cost to the Croton Business Council. The Village shall also provide the use of its shuttle bus and driver for the day of the event at no cost to the Croton Business Council.

Payment for the Department of Public Works services, and security deposit shall each be made payable to the Village of Croton-on-Hudson by two (2) separate checks.

The refundable security deposit in the amount of \$500.00 is due upon the execution of this Agreement.

The remaining total payment shall be paid to the Village on or before September 20, 2024. Failure to pay on or before the scheduled date will void the permit.

In the event that additional Department of Public Works services become necessary during the event as a result of larger than anticipated number of attendees, the Village will bill the Croton Business Council within fourteen (14) days following the Event with said additional fees proportionally based on the number of Public Works staff to the size of the Event. The Croton Business Council shall remit payment to the Village within twenty (20) days thereafter.

All payments shall be made to the Village of Croton-on-Hudson, Attn. Village Manager, 1 Van Wyck Street, Croton-on-Hudson, NY 10520.

2. Except as set forth herein, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on the day and year first written above.

THE VILLAGE OF CROTON-ON-HUDSON

CROTON BUSINESS COUNCIL

By: _____
Bryan Healy, Village Manager

By: _____
Toni Senecal, Director