



TOWN OF AMENIA
TOWN BOARD

4988 Route 22, AMENIA, NY 12501
(845) 373-8860 www.ameniany.gov

RESOLUTION No. 26 of 2021

**RE: RESOLUTION AUTHORIZING REVOCABLE LICENSE
AGREEMENT TO NORTHEAST CENTRAL SCHOOL DISTRICT**

WHEREAS, the Northeast Central School District's (hereinafter "SCHOOL DISTRICT") baseball fields are currently under construction and unavailable for the 2021 High School Varsity Baseball season; and

WHEREAS, the SCHOOL DISTRICT is requesting the use of the Town of Amenia's (hereinafter "TOWN") baseball fields for the High School Varsity Baseball program for the 2021 season; and

WHEREAS, the SCHOOL DISTRICT is requesting the use of the fields for all practices and scheduled home games for the 2021 High School Varsity Baseball season; and

WHEREAS, the TOWN acknowledges the SCHOOL DISTRICT'S efforts in providing an outstanding baseball program to the youth of the Town of Amenia; and

WHEREAS, the TOWN would like to support the SCHOOL DISTRICT'S High School Varsity Baseball program by permitting the SCHOOL DISTRICT to use its baseball fields; and

WHEREAS, the TOWN is the owner of certain real property located in the Town of Amenia, New York, identified on tax grid no. 7067-00-974260 having an address of 5270 Route 44, in the Town of Amenia, New York, 12501, commonly known as Beekman Park; and

WHEREAS, the Town Board of the Town of Amenia would like to grant a revocable license agreement to the SCHOOL DISTRICT for the High School Varsity Baseball program to use the baseball field known as the Doc Bartlett Field located in Beekman Park in accordance with the terms and conditions set forth in the Revocable License Agreement annexed hereto.

NOW, THEREFORE, BE IT RESOLVED:

1. The recitations set forth above are incorporated in this Resolution as if fully set forth and adopted herein.

2. The Town Board acknowledges that they have read the terms and conditions set forth in the aforementioned Revocable License Agreement and hereby accepts the terms, conditions and obligations as set forth in said Agreement, a copy of which is annexed hereto; and

3. The Town Supervisor is hereby directed and authorized to execute the Revocable License Agreement by and on behalf of the Town of Amenia in substantially the same form as annexed hereto; and

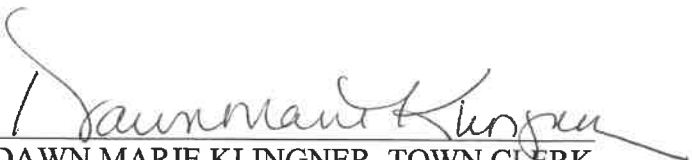
4. The Town Supervisor is hereby directed to provide a copy of the Revocable License Agreement signed by all parties, the Recreation Supervisor and to the Town Clerk, who shall maintain the same in her files.

Motioned By: Morris ; Seconded By: Somogyi

The foregoing resolution was voted upon with all councilwomen/councilmen voting as follows:

Supervisor Perotti	Aye
Councilwoman Doyle	Aye
Councilman Gutierrez	Aye
Councilman Morris	Aye
Councilwoman Somogyi	Aye

Dated: Amenia, New York
April 1, 2021


DAWN MARIE KLINGNER, TOWN CLERK

**REVOCABLE LICENSE AGREEMENT BETWEEN TOWN OF AMENIA AND
NORTHEAST CENTRAL SCHOOL DISTRICT**

THIS REVOCABLE LICENSE AGREEMENT made the ____ day of April, 2021, by and between

TOWN OF AMENIA
A Municipal Subdivision
having its offices at Town Hall
4988 Route 22, Amenia, New York 12501,
hereinafter referred to as the "TOWN"

and

NORTHEAST CENTRAL SCHOOL DISTRICT
194 Haight Road, P.O. Box 405
Amenia, New York 12501,
hereinafter referred to as the "SCHOOL DISTRICT".

WITNESSETH

WHEREAS, the SCHOOL DISTRICT'S baseball fields are currently under construction and unavailable for the 2021 High School Varsity Baseball season; and

WHEREAS, the SCHOOL DISTRICT is requesting the use of the TOWN'S baseball fields for the High School Varsity Baseball program for the 2021 season; and

WHEREAS, the SCHOOL DISTRICT is requesting the use of the fields for all practices and scheduled home games for the 2021 High School Varsity Baseball season; and

WHEREAS, the TOWN acknowledges the SCHOOL DISTRICT'S efforts in providing an outstanding baseball program to the youth of the Town of Amenia; and

WHEREAS, the TOWN would like to support the SCHOOL DISTRICT'S High School Varsity Baseball program by permitting the SCHOOL DISTRICT to use its baseball fields; and

WHEREAS, the TOWN is the owner of certain real property located in the Town of Amenia, New York, identified on tax grid no. 7067-00-974260 having an address of 5270 Route 44, in the Town of Amenia, New York, 12501, commonly known as Beekman Park; and

WHEREAS, the Town Board of the Town of Amenia would like to grant a revocable license agreement to the SCHOOL DISTRICT for the High School Varsity Baseball program to use the baseball field known as the Doc Bartlett Field located in Beekman Park in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **RECITATIONS.** The recitations above set forth are incorporated in this REVOCABLE LICENSE AGREEMENT (hereinafter “RLA”) as if fully set forth and recited herein.

2. **REVOCABLE LICENSE TO USE TOWN BASEBALL FIELD.** The Town of hereby grants the SCHOOL DISTRICT a revocable license to use the Town of Amenia, Beekman Park, Doc Bartlett Baseball Field for the 2021 High School Varsity Baseball Season, inclusive of all practices and games, subject to the terms and conditions of this RLA. This RLA shall inure for the benefit of the SCHOOL DISTRICT and the SCHOOL DISTRICT’S employees, agents, invitees, contractors and/or sub-contractors.

3. **TERM AND TERMINATION:** The term of this RLA shall commence on April 19, 2021 and shall continue through June 4, 2021 or the end of the High School Varsity Baseball Season in accordance with the tentative schedule set forth below:

3.1 Practices will be held Monday through Friday, commencing April 19, 2021, from 3:00PM through 4:30PM through the end of the season;

3.2 The tentative schedule of games is as follows: May 3, 2021 4:15PM, May 5, 2021 4:15PM, May 12, 2021 4:15PM, May 14 2021 4:15PM, May 20, 2021 4:15PM.

3.3 This RLA may be terminated by either Party at any time upon thirty (30) days' written notice served in accordance with the terms herein. Upon termination or revocation of this RLA, the SCHOOL DISTRICT shall no longer have any further rights to use the Town of Amenia baseball fields.

4. **SERVICES PROVIDED BY SCHOOL DISTRICT:** The SCHOOL DISTRICT, in exchange for the use of the Doc Bartlett Baseball Field, agrees as follows:

4.1 The SCHOOL DISTRICT shall provide all supervision, coaches and instructors necessary to provide management, supervision and instruction in administering the High School Varsity Baseball program.

4.2 The SCHOOL DISTRICT will be responsible for preparing the fields before and after every game played including:

4.1.1 Providing all chalk lines, edges and boundaries in accordance with all applicable rules and regulations before and after every use or as necessary.

4.1.2 Raking and dragging the infield before and after every game or practice.

4.3 The SCHOOL DISTRICT shall be responsible for cleaning the field, the dugouts, the bleachers and the areas immediately surrounding each of all debris and garbage.

4.4 The SCHOOL DISTRICT is solely responsible for obtaining, hiring and compensating all umpires for any games or scrimmages conducted by the SCHOOL DISTRICT on the TOWN'S baseball field.

4.5 Any damage caused by SCHOOL DISTRICT and/or SCHOOL DISTRICT'S employees, agent, invitees, contractors and/or sub-contractors as a result of its use of the baseball field shall be reported to Recreation Maintenance, Shawn Howard

and the Town Supervisor as soon as possible. The SCHOOL DISTRICT will be responsible for any damages resulting from its use of the fields, dugouts and bleachers, normal wear and tear excluded.

5. **SERVICES PROVIDED BY THE TOWN:**

5.1 The TOWN shall be responsible for all maintenance and repairs of the fields, fences, backstops, dugouts and related facilities including all mowing of both the infield, outfield, and areas immediately surrounding the fields.

5.2 The TOWN will provide the bases, pitching mound, pitcher's rubber and home plate. No other equipment will be provided by the TOWN.

5.3 The TOWN Recreation Supervisor will, to the extent practicable, not grant approval to outside users for use of Doc Bartlett Field so as to insure there will be no conflicts with the schedule provided herein.

6. **INDEMNIFICATION.** The SCHOOL DISTRICT agrees for itself and its successors and assigns, its agents, invitees, servants, employees, contractors and subcontractors to indemnify and hold harmless the TOWN, from and against any and all law suits, claims, causes of action, costs, expenses, damages or liabilities, including reasonable attorney's fees, which the TOWN may incur or sustain as a result of injury to persons, damage to property or otherwise attributable to the acts and/or activities of the SCHOOL DISTRICT, its successors and assigns, its agents, invitees, servants, employees, contractors or subcontractors, resulting from any act or omission, whether groundless or otherwise, arising in whole or in part out of, incidental to, or in connection with the use of the baseball fields under the terms of this RLA, provided that such injury or damage is not caused solely by the negligence or willful misconduct of the TOWN. Within a reasonable time after receipt or notice of any claim or demand, or notice

of the commencement of the action or proceeding, which in either case is potentially subject to any indemnity described above, the TOWN shall notify the SCHOOL DISTRICT, its successors and/or assigns thereof and the SCHOOL DISTRICT, its successors and/or assigns, shall in good faith undertake appropriate actions to protect the interests of the TOWN at the sole cost and expense of the SCHOOL DISTRICT, its successors and/or assigns.

7. **INSURANCE.** The SCHOOL DISTRICT hereby agrees to effectuate the naming of the TOWN as an additional insured on all policies as set forth below, with the exception of New York State Workers' Compensation and New York State Disability.

7.1 Any policy naming the TOWN as an additional insured shall:

7.1.1 Be an insurance policy from an A.M. Best rated "Secure" New York State licensed insurer. A New York State Licensed insurer is required. The decision to accept specific insurers lies exclusively with the TOWN.

7.1.2. State that the SCHOOL DISTRICT's coverage shall be primary and non contributory coverage for the TOWN.

7.1.3 Be provided by standard or other endorsements that extend coverage to the TOWN for both on-going and completed operations. The decision to accept an endorsement rests solely with the TOWN. A completed copy of the endorsements must be attached to the certificate of insurance in accordance with CG 2026 form or equivalent.

7.2 The SCHOOL DISTRICT agrees to indemnify the TOWN for any applicable deductibles and self-insured retentions.

7.3 At the TOWN's request, SCHOOL DISTRICT shall provide a copy of the declaration page of any insurance policy identified below with a list of endorsements and forms.

7.4 The SCHOOL DISTRICT shall maintain the following insurance policies:

7.4.1 **Commercial General Liability Insurance.** \$1,000,000 per occurrence/\$2,000,000 aggregate.

7.4.2 **Automobile Liability.** \$1,000,000 combined single limit of owned, hired, borrowed and non-owned motor vehicles.

7.4.3 **Worker's Compensation and New York State Disability.** Statutory Workers' Compensation, Employers Liability and New York State Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

7.4.4 **Excess Insurance.** \$1,000,000.00 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

7.5 Any personal property or equipment brought to the TOWN'S baseball fields by the SCHOOL DISTRICT shall be at the sole risk of the SCHOOL DISTRICT and TOWN shall not be liable for damage thereto or theft, misappropriation or loss thereof. The SCHOOL DISTRICT shall be fully responsible to ensure all contractors and subcontractors comply with the terms set forth herein.

7.6 The SCHOOL DISTRICT acknowledges that failure to obtain and maintain such insurance policies on behalf of the TOWN constitutes a material breach of this RLA. The SCHOOL DISTRICT is to provide the TOWN with a certificate of insurance, evidencing the above requirements have been met, upon signing this RLA and in any event, before any games are played. The failure of the TOWN to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the TOWN.

7.7 The TOWN is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The SCHOOL DISTRICT, its successors and/or assigns further acknowledge that the procurement of such insurance as required herein is intended to benefit not only the TOWN but also the NYMIR, as the TOWN's insurer.

8. **COMPLIANCE WITH LAWS.** The SCHOOL DISTRICT, and SCHOOL DISTRICT's agents, invitees, servants, employees, contractors and subcontractors shall comply with and abide by all statutes, ordinances, laws, regulations and rules of all federal, New York State, Dutchess County, Town of Amenia and other governmental authorities having jurisdiction with respect to the activities being conducted on site, and/or the performance of SCHOOL DISTRICT's obligations under this RLA. SCHOOL DISTRICT shall indemnify the TOWN for any breach of this paragraph.

9. **NOTICE.** Any notice hereunder must be in writing and delivered personally or by registered or certified, return receipt requested United States Priority Mail, FedEx, UPS or equivalent courier service; or facsimile transmission and shall be effective only if and when received by the Party to be notified, as evidenced by: (i) the date of delivery on the delivery receipt card, (ii) the date stated by FedEx or equivalent courier service that guarantees delivery, (iii) the time and date of confirmation receipt for facsimile notice (confirmation report from sender's facsimile machine shall be sufficient), provided that a copy is simultaneously placed for delivery by one of the other delivery methods described above. In the event any delivery is refused, delivery shall be deemed to have occurred at the time delivery is first refused. For purposes of notice, the addresses of the Parties shall be as set forth below or as may be designated by notice to the others from time to time. Any service, fax or email served after 5:00 p.m. will be deemed delivered the following business day.

TO THE TOWN

Town of Amenia
4988 Route 22
Amenia, New York 12501
Attn: Town Supervisor

With a Copy to the Attorney to the Town of Amenia:
Stenger, Diamond & Glass, LLP

1136 Route 9
Wappingers Falls, NY 12590
Attn: Ian C. Lindars, Esq.

TO THE SCHOOL DISTRICT
Northeast Central School District
194 Haight Road, P.O. Box 405
Amenia, New York 12501
Attn: Raymond Castellani, Superintendent

10. **ENTIRE AGREEMENT.** This RLA, including the recitals above and the exhibits attached hereto, all of which are incorporated herein and shall be deemed a material part hereof, embodies the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto.

11. **BINDING EFFECT.** This RLA shall be binding upon and inure to the benefit of the Parties hereto and the respective agents, invitees, servants, employees, contractors or subcontractors of the SCHOOL DISTRICT as provided herein.

12. **WAIVER.** The failure of the TOWN to insist upon the strict performance of any of the provisions of this RLA shall not be deemed a waiver of any of the TOWN's rights or remedies with respect to any subsequent default or breach.

13. **JURISDICTION.** The Parties agree that this RLA shall be governed and construed in accordance with the laws of the State of New York and that the venue for any action or proceeding upon this RLA will be the Supreme Court, County of Dutchess, State of New York.

14. **SEVERABILITY.** The provisions of this RLA are severable, and it is the intention of the Parties that if this RLA cannot take effect in its entirety because of a final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the

remaining provisions of the RLA shall be given full force and effect as completely as if the part or parts held invalid have not been included herein.

15. **GIFT OR DEDICATION.** Nothing contained in this RLA shall be deemed to be a gift or dedication of any portion of Town Property, it being the intention of the Parties that this RLA shall be strictly limited to and for the purposes herein expressed.

16. **COUNTERPARTS.** This RLA may be executed in separate counterparts by each of the Parties and the total of the executed counterparts shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Revocable License Agreement as of the Effective Date.

**NORTHEAST CENTRAL SCHOOL
DISTRICT
194 Haight Road, P.O. Box 405
Amenia, New York 12501**

BY: _____
Name:
Title:

**TOWN OF AMENIA
4988 Route 22
Amenia, New York, 12501**

BY: _____
Name: Victoria Perotti
Title: Town Supervisor

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

On the __ day of _____, 2021, 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 individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, 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

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

On the __ day of _____, 2021, 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 individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, 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