

INTERMUNICIPAL AGREEMENT FOR USE OF WEE WAH BEACH AREA

WHEREAS, the Village of Tuxedo Park owns and maintains the Wee Wah Beach and Lake area in the Village (“Wee Wah Site”); and

WHEREAS, the Town of Tuxedo (“Town”) operates a summer camp (“The Camp”) which desires to utilize the Wee Wah Site to provide additional recreational opportunities to the Camp attendees; and

WHEREAS, the Village and the Town wish to enter into an Inter-Municipal Agreement pursuant to the provisions of NYS General Municipal Law 119-o for the use of the Wee Wah Site by the Camp as described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained between the Town, the Village and the District, it is hereby agreed as follows:

THIS AGREEMENT made and entered into by and between by the VILLAGE OF TUXEDO PARK, a municipal corporation having an office located at 80 Lorillard Road, Tuxedo Park, New York 10987 (hereinafter “the VILLAGE”), the TOWN OF TUXEDO, a municipal corporation having offices located at 1 Temple Drive, Tuxedo, New York 10987 (hereinafter “the TOWN”), and with all such municipal corporations being organized under the Laws of the State of New York and authorized to enter into this agreement pursuant to Article 5-G of the New York State General Municipal Law.

W I T N E S S E T H

Section 1. TERM.

This Agreement shall take effect on or about **July 5, 2023** and shall terminate on **August 11, 2023** unless sooner terminated and/or extended by mutual agreement of the parties, in writing. Either party may terminate earlier without cause, and any termination prior to the expiration of the Initial Term shall only be valid upon no less than thirty (30) days prior written notice.

Section 2. SERVICES.

A. As agreed between the VILLAGE and the TOWN that the Town shall be permitted to utilize the Wee Wah Site for the purposes of the Town’s Summer Camp program, including use of the Wee Wah Lake and beach area, beginning July 5, 2023 through August 11, 2023. Hours of use for the lakes swimming area shall be from 12:00 p.m. through 3:00 p.m., Mondays to Thursdays.

B. The Town of Tuxedo shall provide any necessary lifeguard services and the Village shall not be responsible for any supervision of the camp activities and/or use of the Wee Wah Site.

C. The Town of Tuxedo shall not interfere with the Village Beach membership exclusive use of the lakes swimming area between the hours of 1:00 p.m. and 8:00 p.m.

Section 3. FEES FOR SERVICES.

In consideration for the provision of such services, the TOWN shall pay to the VILLAGE **\$5,000** for the use of the Wee Wah Site payable on or before June 30, 2023.

Section 4. BOARD APPROVALS.

This Agreement shall not become effective until execution of the Agreement is approved by a majority vote by the VILLAGE Board of the Village of Tuxedo Park and a majority vote of the TOWN COUNCIL of the Town of Tuxedo.

Section 5. INDEMNIFICATION.

The TOWN agrees to defend and indemnify the VILLAGE against any claims arising out of the use of the Wee Wah Site by the Camp and its attendees. The TOWN shall name the VILLAGE as an additional insured on its general liability, public officer's liability, and excess policies of insurance related to the use of the Wee Wah Site contemplated in this Agreement.

Section 6. MODIFICATION.

Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.

Section 7. EXECUTION AND COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.

Section 8. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE.

A. This Agreement shall be deemed to be executed in the Town of Tuxedo, New York, County of Orange, and the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard to choice of law provisions.

B. The parties agree that any and all claims, controversies or suits asserted by or against the VILLAGE/TOWN arising out of this Agreement or related thereto shall be heard only in the courts of the State of New York located in the County of Orange.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 2023.

Dated:

VILLAGE OF TUXEDO PARK

By: David McFadden, Mayor

Dated:

TOWN OF TUXEDO

By: Kenneth English, Town Supervisor

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

On the ____ day of _____, 2022 before me came David McFadden, to me known, being duly sworn by me, did depose and say that he is the Mayor of the Village of Tuxedo Park, a municipal corporation; and he executed the foregoing instrument on behalf of the Village of Tuxedo Park.

NOTARY PUBLIC

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

On the ____ day of _____, 2022 before me came Kenneth English to me known, being duly sworn by me, did depose and say that he is the Supervisor of the Town of Tuxedo, a municipal corporation; and he executed the foregoing instrument on behalf of the Town of Tuxedo.

NOTARY PUBLIC