



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JANUARY 12, 2021
AGENDA ITEM SECTION: MATTERS REQUIRING ACTION
AGENDA ITEM NO. : 5
AGENDA ITEM: CONSIDER A MOTION TO AUTHORIZE THE POLICE CHIEF TO SIGN THE SWAT IMA WITH THE TOWN OF GREENBURGH
ITEM BACKUP DOCUMENTATION: <ul style="list-style-type: none">1. MEMORANDUM DATED DECEMBER 14, 2020 FROM MANUEL R. GUEVARA/CHIEF OF POLICE TO MAYOR ROSSILLO, BOARD OF TRUSTEES, MR. EDMOND MANLEY/ACTING VILLAGE ADMINISTRATOR AND MS. ELIZABETH DREAPER/VILLAGE CLERK2. SWAT IMA WITH THE TOWN OF GREENBURGH



**POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY**

112 Main Street • Dobbs Ferry, New York 10522
Telephone (914) 693-5500 • Fax (914) 693-2040



MANUEL R. GUEVARA
Chief of Police

To: Vincent Rossillo and the Board of Trustees

Ed Manley, Village Administrator

Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Date: December 14, 2020

Subject: Authorize the Chief of Police to sign an updated SWAT IMA with the Town of Greenburgh. The initial term of this agreement shall be five years.

I am seeking approval to sign off on the attached IMA with the Town of Greenburgh regarding the town-wide SWAT team. Our last SWAT IMA was executed in 2016 and an updated signed agreement will be necessary as per General Municipal Law section 119-n (2) (j).

I thank you for your assistance in this matter.

AGREEMENT PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, SECTION 119-O BETWEEN THE TOWN OF GREENBURGH AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD, HASTINGS-ON-HUDSON, IRVINGTON AND TARRYTOWN TO CONTINUE A TOWNWIDE SPECIAL WEAPONS AND TACTICS UNIT.

This **AGREEMENT** (the "Agreement") is made this _____ day of _____, 20____, by and between the Village of Ardsley ("Ardsley"), a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York, 10502 ("Ardsley"), the Village of Dobbs Ferry ("Dobbs Ferry"), a municipal corporation organized and existing under the laws of the State of New York, located at 112 Main Street, Dobbs Ferry, New York 10522 ("Dobbs Ferry"), the Village of Elmsford ("Elmsford"), a municipal corporation organized and existing under the laws of the State of New York, located at 15 South Stone Avenue, Elmsford, New York 10523 ("Elmsford"), the Village of Hastings-on-Hudson ("Hastings"), a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706, the Village of Irvington ("Irvington"), a municipal corporation organized and existing under the laws of the State of New York, located at 55 Main Street, Irvington, New York 10533, the Village of Tarrytown ("Tarrytown"), a municipal corporation organized and existing under the laws of the State of New York, located at 21 Wildey Street, Tarrytown, New York 10591 and the Town of Greenburgh ("Greenburgh"), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, White Plains, New York 10607.

WHEREAS, Section 119-O of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, for the purposes of this agreement, the term hereinafter referred to as the Special Weapons and Tactics Unit ("SWAT"), shall mean a unit consisting of police officers from the respective jurisdictions of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and Greenburgh, duly formed to effectuate a joint service committed to quickly respond to situations involving barricaded suspects, potentially armed and dangerous suspects and/or to execute high risk arrest and search warrants as well as respond to other situations where the specialized weapons and equipment and advanced tactical training of SWAT Team members would provide an advantage over the weapons, equipment and training that are normally employed by uniformed police officers, thereby potentially reducing the risk of injury to residents and police officers while helping to ensure an overall favorable outcome of the event; and

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh (collectively, the "Municipalities") are members of SWAT; and

WHEREAS, SWAT, as a joint service, is charged with extra-territorial jurisdiction to make arrests and execute warrants within the respective jurisdictions of the Municipalities as necessary for the undertaking of this Agreement; and

WHEREAS, SWAT will be headquartered out of the Greenburgh Police Department; and

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown and the Town of Greenburgh require that the Municipalities participating in SWAT provide indemnification, representation, warranties and covenants and other matters described in the Agreement for the benefit of the Municipalities;

NOW THEREFORE, BE IT AGREED by and between Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh, and their successors and assigns, for the consideration named herein as follows:

ARTICLE ONE
Purpose of the Agreement

A. The purpose of this Agreement is to:

1. Maintain a joint Special Weapons and Tactics Team by the Village of Ardsley Police Department, the Village of Dobbs Ferry Police Department, the Village of Elmsford Police Department, the Village of Hastings-on-Hudson Police Department, the Village of Irvington Police Department, the Village of Tarrytown Police Department and the Town of Greenburgh Police Department (hereinafter referred to as "SWAT Team") that will be available to any participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;
3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment; and
4. Provide for more efficient utilization of law enforcement resources and services through commitment of police officers from the participating municipalities, in accordance with their capabilities, that would benefit public safety and the safety of police personnel.

ARTICLE TWO
Approval, Duration and Termination

- A. This Agreement shall not be effective until approved by a majority vote, as required by Section 119-O of the General Municipal Law, of the governing body of each Municipality.
- B. The initial term of this Agreement shall be five years, which term shall commence upon the execution of this Agreement by the last signing party. Upon expiration the terms herein shall continue, however, until all legislative bodies have held their respective organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2026.
- C. A Municipality may terminate any rights and obligations under this Agreement at any time by giving thirty days (30) written notice to each of the parties to the Agreement as provided herein.

ARTICLE THREE
Consideration

- A. In exchange for the commitment of police officer(s) by Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to SWAT, Greenburgh agrees to provide the facilities and the resources of its Police Department to arrange for and provide training; maintain appropriate records of the training completed by each member; secure and distribute equipment and supplies, and otherwise administer SWAT.
- B. Municipalities will be reimbursed from funds appropriated annually by the Town of Greenburgh in its Town Entire Budget under the A.3123 Department. Such reimbursement shall be for overtime expended by the Municipality in connection with training of their members in weapons, equipment and tactics as approved by Greenburgh and directed by the SWAT Team commander. Such reimbursement shall include the overtime hourly rate, the Social Security/Medicare match, Workers'

Compensation and New York State Retirement. The amount available for reimbursement to the Municipality shall be calculated by multiplying the number of SWAT officers assigned to the team during the respective year, times \$6,000.00. For example, a Municipality with two (2) officers assigned to the SWAT Team shall have a total of \$12,000.00 available for reimbursement. No reimbursement shall be made for hours involved in actual SWAT operations. Expenses for actual SWAT operations shall be borne by the individual Municipality. Greenburgh shall also be responsible for purchasing all necessary equipment, uniforms, weapons, ammunition, and other required supplies from expense lines set up for this purpose under the A.3123 Department. Any and all other expenses associated with a Municipality's participation in SWAT not specifically mentioned in this Agreement shall be borne by the individual Municipality.

ARTICLE FOUR

Control of Personnel and Equipment

- A. The Incident Commander of the agency responsible for the geographic jurisdiction in which an incident occurs shall be in command of the operation(s) under which the SWAT Team is requested. The SWAT Team Commander shall report to the Incident Commander. SWAT Team members will be under the supervisory control and direction of the SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the Town of Greenburgh, the Incident Commander shall be a member of the Town of Greenburgh Police Department. During incidents occurring within the Village of Dobbs Ferry, the Incident Commander shall be a member of the Village of Dobbs Ferry Police Department. During incidents occurring within the Village of Hastings on Hudson, the Incident Commander shall be a member of the Village of Hastings-on-Hudson Police Department. During incidents occurring within the Village of Irvington, the Incident Commander shall be a member of the Village of Irvington Police Department. During incidents occurring within the Village of Tarrytown the Incident Commander shall be a member of the Village of Tarrytown Police Department. During incidents occurring in the Village of Elmsford the Incident Commander shall be a member of the Village of Elmsford Police Department.
- B. In exchange for the commitment of police officer(s) by the villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to the SWAT Team, The Town of Greenburgh agrees to provide the facilities and the resources of its police department to arrange for and provide training; maintain appropriate records of the training completed by each member; prepare, submit and maintain all annual budgetary responsibilities; secure and distribute equipment and supplies, and otherwise administer SWAT which includes selecting and providing the Team Commander.
- C. Each party agrees that the selection of the SWAT Team Leaders and members will be made by the SWAT Team Commander.
- D. It is understood that while operating either in training or at a SWAT incident under the command of the SWAT Team Commander or his designee, all team members shall adhere to the SWAT Team Standard Operating Procedures.
- E. Each Municipality agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC).

ARTICLE FIVE
Privileges and Immunities

- A. To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the SWAT team when performing its functions within the public agency's territorial limits shall apply to the activities of the SWAT team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.
- B. Specifically, pursuant to sections §119-n(c) and § 119-o GML, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE SIX
Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE SEVEN
Insurance

- A. With regard to any activities on property owned or maintained by the respective Municipalities, the Municipalities agree to secure and maintain throughout the term of this Agreement, general liability, property damage and automobile liability insurance sufficient to protect the Municipalities for personal injury, including accidental death, as well as claims for property damage which may arise out of the activities of the SWAT Unit under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 per occurrence.
- B. The respective Municipalities agree to name each other as additional insured parties on all relevant policies and uses. The Municipalities agree to furnish copies of their respective insurance policies with the above insurance requirements to each other, as designated herein, within five (5) business days of the date of execution of this Agreement. The parties agree to report to each other any accident or claim arising out of SWAT Unit activities as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or who are knowledgeable about any accident or claim.

ARTICLE EIGHT
Indemnification and Save Harmless

- A. The **Town of Greenburgh** covenants and agrees at its sole cost to indemnify and hold harmless the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts,

damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of Greenburgh, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of Greenburgh as provided herein, and the Town of Greenburgh shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- B. The Village of Ardsley** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Ardsley, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Ardsley as provided herein, and the Village of Ardsley shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- C. The Village of Dobbs Ferry** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Dobbs Ferry, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is

asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Dobbs Ferry as provided herein, and the Village of Dobbs Ferry shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- D. **The Village of Elmsford** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Elmsford, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Elmsford as provided herein, and the Village of Elmsford shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- E. **The Village of Hastings-on-Hudson** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Hastings-on-Hudson, its officers, agents employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Hastings as provided herein, and the Village of Hastings-on-Hudson shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- F. **The Village of Irvington** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or

Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Irvington, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Irvington as provided herein, and the Village of Irvington shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- G. The **Village of Tarrytown** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Tarrytown, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Tarrytown as provided herein, and the Village of Tarrytown shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld.

- H. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- I. The Municipalities acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

ARTICLE NINE

Authority for Execution

The respective representatives of each Municipality, who executed this Agreement on the behalf of their respective Municipal Corporations, are duly authorized and empowered to execute this Agreement.

ARTICLE TEN

Notices

Any and all notices, communications, payments and demands required under this Agreement shall be made in writing, addressed as follows, or to such other addresses as may be hereafter designated, in writing, by each party hereto:

To Ardsley:

Village Manager Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

To Dobbs Ferry:

Village Administrator Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To Elmsford:

Village Administrator Village of Elmsford
15 South Stone Avenue
Elmsford, New York 10523

To Greenburgh:

Town Supervisor Town of Greenburgh
177 Hillside Avenue
White Plains, NY 10607

To Hastings:

Village Manager Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, New York 10706

To Irvington:

Village Administrator Village of Irvington
85 Main Street
Irvington, New York 10533

To Tarrytown:

Village Administrator Village of Tarrytown
21 Wildey Street
Tarrytown, New York 10591

ARTICLE ELEVEN

Waiver

No waiver or any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waive shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such any or other breach unless the waiver shall include the same.

ARTICLE TWELVE
Entire Understanding

This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been, and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

ARTICLE THIRTEEN
Modification

Neither this Agreement, nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by all parties to this Agreement with the same formality as this Agreement.

ARTICLE FOURTEEN
Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

ARTICLE FIFTEEN
Legal Interpretation

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

ARTICLE SIXTEEN
Counterparts

This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS THEREOF, the parties have agreed to the terms and conditions set forth and executed this Agreement, the date and year above written.

VILLAGE OF ARDSLEY

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, before, me, the undersigned, a notary public in and for said sate, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Ardsley and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

VILLAGE OF DOBBS FERRY

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Dobbs Ferry and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

VILLAGE OF ELMSFORD

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said sate, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Elmsford and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

VILLAGE OF HASTINGS-ON-HUDSON

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said sate, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Hastings-on-Hudson and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

VILLAGE OF IRVINGTON

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said sate, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Irvington and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

VILLAGE OF TARRYTOWN

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Tarrytown and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York

TOWN OF GREENBURGH

By: _____

Dated: _____

State of New York)
)s.s.:
County of Westchester)

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said sate, 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

State of New York)
)s.s.:
County of Westchester)

On this _____ day of _____ in the year 20____, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Town of Greenburgh and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Town.

Notary Public, New York