



TOWN OF OSSINING

The Volunteer Spirited Town

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Wayne Spector
Town Attorney

AGREEMENT

Dated: December ____, 2015

Re: Sunshine Children's Home Expansion

This letter agreement is intended to memorialize the terms and conditions relating to upgrades to the sewer pump station which services the Sunshine Children's Home ("Sunshine") in New Castle New York which have been determined to be required to accommodate additional sewer flow from the proposed expansion of the Sunshine facility. This agreement is not intended to replace or otherwise modify the existing agreements in place between Sunshine, the Town of Ossining and the Town of New Castle, New York which authorized the discharge of sewage from Sunshine into the Town of Ossining sewage facilities. Those agreements remain in effect due to, amongst other reasons, the fact that no other properties other than Sunshine and the Cedar Lane Town Park will be serviced by the sewer pump station being upgraded. Notwithstanding the status of any applications before the Town of New Castle, this agreement is binding on Sunshine and Sunshine agrees to perform the work associated with the sewer lift station upgrades within six months from the date of this approval. Within the sole discretion of the Town, the Town's obligations in connection with this agreement will expire six months from the date of this agreement if the work is not completed within that timeframe. The Town, within its sole discretion can elect to extend this agreement if the work is not completed in a timely basis.

It is agreed that to accommodate the additional sanitary discharge for the proposed expanded Sunshine facility, Sunshine shall upgrade the existing sewer pump station, owned and currently maintained by the town of Ossining, to increase flow capacity and system performance. The two existing 5 hp pumps will be replaced with two new 7 ½ hp pumps. The existing generator will be replaced with a new generator. The electric panel will be upgraded as required and an upgraded transfer switch installed. Sunshine shall be responsible for any additional improvements required to complete the upgrade. A design report and engineering drawing for the upgrade will be submitted to the Westchester County Department of Health for review and approval prior to construction, and the design and implementation will also be coordinated by Town of Ossining Highway department and Town of Ossining consulting engineer. All work shall be subject to review and approval by, in addition to the Westchester County Department of Health, the Town consulting engineer with all costs associated with consulting engineer's services being paid by Sunshine.

It is acknowledged that Town of Ossining is the owner of the sewer pump station facility, and, subject to the appropriate reviews set forth above, approves the upgrades to the existing sewer pump station, provided the pump station continues to serve only the Sunshine facility and the Cedar Lane Town Park and no other properties outside the Town of Ossining.

All work performed by or on behalf of Sunshine shall be in accordance with all applicable safety rules and regulations and in compliance with all applicable statutes, laws, ordinances, codes, rules, regulations and orders of any governmental office, agency, board, commission or other body having jurisdiction.

Sunshine shall assume all risk relating to the upgrades of the sewer pump station facility and Sunshine shall be solely responsible for any and all accidents and injuries to persons and property which occur in the course of and in connection with the work. Sunshine shall indemnify

and hold harmless the Town of Ossining, its officers, employees and agents from and against any and all liability, damages, claims, losses, demands, costs, judgments, fees or reasonable attorneys fees arising from or in any way related to construction, installation, repair, maintenance, design or use of the sewer pump station facility being upgraded in connection with this agreement except to the extent such liability, loss or damage is the result of negligence by the Town of Ossining.

Prior to the commencement of any work or the issuance of any permits, Sunshine shall provide evidence of insurance satisfactory to the Town of Ossining to cover all risks of damage or injuries to persons or property and naming the Town of Ossining as additional insureds. The insurance shall cover Ossining and all of its contractors, subcontractors and suppliers whether liability arises on or off the property. In addition to general liability coverage, Sunshine shall be responsible to ascertain that all contractors or subcontractors maintain workers compensation insurance for any injuries occurring to any workers on the site. General liability insurance shall be the amount of \$1 million for each person, \$2 million aggregate, \$1 million property coverage.

Sunshine shall pay the entire cost of construction of the upgrades to the sewer pump station facility and all other expenses relative to the work.

Sunshine shall guarantee the equipment, materials and workmanship associated with the upgrades to the sewer pump station facility for a period of two years from completion of the work. Any warranties will be assigned to the Town as well.

In all other respects, the pre-existing agreements between Sunshine's predecessor, the Town of Ossining and the Town of New Castle shall remain in full force and effect as it pertains to sewage flow from the Sunshine facility.

By executing this letter agreement, the parties hereby bind themselves and the successors to the terms set forth herein.

This agreement shall not be construed as an acknowledgement of any endorsement of or approval by the Town of the proposed expansion plans Sunshine currently before the Town of New Castle.

TOWN OF OSSINING

SUNSHINE CHILDREN'S HOME

By:

By: