



Budget & Appropriations Meeting Agenda

Committee Chair: Catherine Borgia

800 Michaelan Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, May 17, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Law & Major Contracts, Public Safety, Seniors, Youth & Intergenerational Services, Public Works & Transportation and Parks & Recreation

MINUTES APPROVAL

Monday, May 10, 2021 10:00 AM Minutes

Monday, May 10, 2021 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

Presentation & Discussion of the 1st Quarter Report

Guests: Budget Director Larry Soule and Deputy Budget Director Gideon Grande

1. [2021-308](#) **ACT - Outside Counsel Agreement with the Wicks Group**

AN ACT authorizing the County of Westchester to retain at County expense, the Wicks Group, PLLC for the provision of outside counsel services related to the Westchester County Airport, for a term of one (1) year commencing retroactive to January 1, 2021 for an amount not-to-exceed ONE HUNDRED THOUSAND (\$100,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC

Guest: County Attorney John Nonna

2. [2021-314](#) **IMA-Prisoner Transportation-21 Municipalities**

AN ACT authorizing the County to enter into Intermunicipal Agreements with twenty-one (21) municipalities in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with PS

Guests: Warden Vollmer & Bill Fallon- Department of Corrections

3. [2021-324](#) ACT-2 Grant Agreements with the State of New York

AN ACT authorizing the County of Westchester to enter into grant agreements with the State of New York acting by and through its Office for the Aging, to accept grant funds under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS, YOUTH & INTERGENERATIONAL SERVICES

Joint with SYIS

Guests: Sandra Brown, Director of Program Development & Agnes Nowak, Director of Program Development- Department of Senior Program & Services

4. [2021-328](#) ACT - City of Mt. Vernon Summer Basketball Program

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of Mount Vernon ("City") pursuant to which the City will provide a summer basketball program for the period July 12, 2021 through August 13, 2021 for a total amount not to exceed TWENTY-TWO THOUSAND, FOUR HUNDRED THREE (\$22,403) DOLLARS.

Joint with SYIS

5. [2021-301](#) ENV RES-RHW01-Hillside Woods Restoration

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RHW01 - Hillside Woods Restoration.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with PWT & PR

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) Department of Public Works and Transportation

6. [2021-302](#) BOND ACT-RHW01-Hillside Woods Restoration

A BOND ACT authorizing the issuance of ONE HUNDRED THOUSAND (\$100,000) DOLLARS in bonds of Westchester County to finance Capital Project RHW01 - Hillside Woods Restoration.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with PWT & PR

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) Department of Public Works and Transportation

7. [2021-303](#) IMA-Urban Forestry Mngmt. Proj.-RHW01-Hastings-on-Hudson

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with

the Village of Hastings-on-Hudson in connection with an Urban Forestry Management Project (Capital Project RHW01).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with PWT & PR

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) Department of Public Works and Transportation

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

April 30, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County") to continue to retain, at County expense, the Wicks Group, PLLC (the "Firm") for the provision of outside counsel services in connection with various legal issues relating to the Westchester County Airport (the "Airport"), for a one (1) year term commencing retroactive to January 1, 2021 for an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars.

Your Honorable Board initially authorized the retention of the Firm in 2011 after a nationwide competitive proposal process to identify a source of counsel in the specialized fields of airport law and administrative practice before the Federal Aviation Administration ("FAA"). The Firm was chosen both on the basis of their outstanding qualifications and their fee structure, which was substantially below those of other firms practicing in the same field. Since that time, your Honorable Board has authorized the renewal of the Firm's contract on an annual basis.

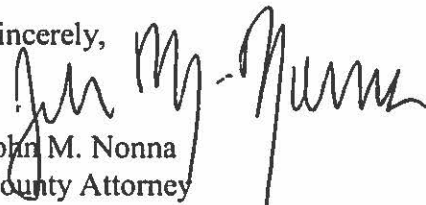
The County continues to require the services of the Firm in 2021 to provide various legal services, as needed, concerning matters in which it has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the Terminal Use Procedures, the Terminal Use Agreement and Airport Tenant Agreements within the regulatory environment, as well as developments in Airport Law.

Accordingly, authority is requested to enter into an Agreement with the Firm to provide legal services to the County in connection with the Airport for a one (1) year term commencing retroactive to January 1, 2021 and continuing through December 31, 2021. For the aforesaid services rendered to the County by the Firm, the Firm will be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

The Planning Department has advised that this is not an action subject to the State Environmental Quality Review Act.

This contract will allow the County to continue to avail itself of the Firm's expertise in Airport law and its familiarity with the unique legal problems affecting the Airport. As such, I believe it continues to be in the County's best interest to retain the Firm and most respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,



John M. Nonna
County Attorney

JMN/JPG/ml

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester ("County") to continue to retain, at County expense, the Wicks Group, PLLC (the "Firm") for the provision of outside counsel services in connection with various legal issues relating to the Westchester County Airport (the "Airport"), for a one (1) year term commencing retroactive to January 1, 2021 for an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars.

Your Committee is advised that your Honorable Board initially authorized the retention of the Firm in 2011 after a nationwide competitive proposal process to identify a source of counsel in the specialized fields of airport law and administrative practice before the Federal Aviation Administration ("FAA"). The Firm was chosen both on the basis of their outstanding qualifications and their fee structure, which was substantially below those of other firms practicing in the same field. Since that time, your Honorable Board has authorized the renewal of the Firm's contract on an annual basis.

Your Committee is advised that the County continues to require the services of the Firm in 2021 to provide the County with various legal services, as needed, concerning matters in which it has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the Terminal Use Procedures, the Terminal Use Agreement and Airport Tenant Agreements within the regulatory environment, as well as developments in Airport Law.

Accordingly, authority is requested to enter into an Agreement with the Firm to provide legal services to the County in connection with the Airport for a one (1) year term commencing retroactive to January 1, 2021 and continuing through December 31, 2021. For the aforesaid services rendered to the County by the Firm, the Firm will be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

The Planning Department has advised that this is not an action subject to the State Environmental Quality Review Act. Therefore, no further environmental review is required. Your Committee concurs with the Planning Department's conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Attorney's recommendation that it would be in the best interests of the County to continue to retain the Firm and requests approval of the attached Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

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FISCAL IMPACT STATEMENT

SUBJECT: Wicks, Group PLLC NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 100,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 161_44_4110_4420 (Airport Fund)

Potential Related Operating Budget Expenses: Annual Amount \$100,000.00

Describe: An act authorizing the County of Westchester to retain, at county expense, the

Wicks, Group PLLC for the provision of outside counsel services related to the W C Airport

for a term of 1 year commencing retroactive to January 1, 2021 for a NTE amount of \$100,000.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: May 4, 2021

Reviewed By: 
Budget Director

Date: 5/4/21

TO: Jeffrey Goldman, Senior Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: May 4, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
WESTCHESTER COUNTY AIRPORT - RETAINER AGREEMENT**

PROJECT/ACTION: Extension of a retainer agreement with a law firm, having expertise in airport law and regulations, to provide legal counsel in connection with the Westchester County Airport for one additional year, retroactive to January 1, 2021.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)

MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021 - _____

AN ACT authorizing the County of Westchester to retain, at County expense, the Wicks Group, PLLC for the provision of outside counsel services related to the Westchester County Airport, for a term of one (1) year commencing retroactive to January 1, 2021 for an amount not-to-exceed \$100,000.00.

BE IT ENACTED by the Board of Legislators of the County of Westchester, as follows:

Section 1. The County of Westchester (“County”) is hereby authorized to retain, at County expense, the Wicks Group, PLLC (the “Firm”), for the provision of outside counsel services related to the Westchester County Airport, as needed, concerning matters in which it has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law, for a one (1) year term commencing retroactive to January 1, 2021 and continuing through December 31, 2021.

§2. For the aforesaid services rendered to the County by the Firm, the Firm shall be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

§3. The County Executive or his authorized designee, be and hereby is authorized to execute all instruments and to take all actions reasonably necessary to carry out the purposes of this Act.

§4. This Act shall take effect immediately.

George Latimer
County Executive

May 3, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into intermunicipal agreements ("IMAs") with twenty-one (21) municipalities for prisoner transportation. The term of the IMAs will commence January 1, 2021 and terminate December 31, 2022 and the annual reimbursement to the municipalities will not exceed \$695,563 in 2021 and 2022 for a total aggregate amount not to exceed \$1,391,126. These costs have remained the same since the 2019 through 2020 contract for the services. These IMAs will allow the County to reimburse the municipalities for the costs they incur in transporting prisoners, who have been arraigned in local courts, between each municipality and the Westchester County Jail.

Reimbursement to the municipalities will be pursuant to four zone rates which are fixed fees plus the mileage to and from the Westchester County Jail multiplied by the then current Internal Revenue Service mileage rate. The County will also reimburse the municipalities for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

Michaelian Office Building
118 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

E-mail: (914) cco@westchestergov.com



The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required.

I believe that these agreements are in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "George Latimer". The signature is fluid and cursive, with a long horizontal stroke at the end.

George Latimer
County Executive

GL/DI
Att.

**TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into intermunicipal agreements (“IMAs”) with twenty-one (21) municipalities for prisoner transportation. The term of the IMAs will commence January 1, 2021 and terminate December 31, 2022 and the annual reimbursement to the municipalities will not exceed \$695,563 in 2021 and 2022 for a total aggregate amount not to exceed \$1,391,126. These IMAs will allow the County to reimburse the municipalities for the costs they incur in transporting prisoners, who have been arraigned in local courts, between each municipality and the Westchester County Jail.

Reimbursement to the municipalities will be pursuant to four zone rates which are fixed fees plus the mileage to and from the Westchester County Jail multiplied by the then current Internal Revenue Service mileage rate. The County will also reimburse the municipalities for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee is advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C/DI 4/27/21

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Transport Zones 2021-2022 NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 695,563

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: 2021- \$695,563(to reimburse the municipalities for transporting prisoners and reimbursement will be based on approved zone rates)

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four Years: 2022- \$695,563

Prepared by: William Fallon *WF*

Title: Director of Administrative Services

Department: Correction

Date: April 20, 2021

Reviewed By: *[Signature]*
Budget Director

Date: 4/30/21

TO: Daniela Infield, Senior Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: February 2, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR PRISONER
TRANSPORTATION INTERMUNICIPAL AGREEMENTS**

PROJECT/ACTION: Intermunicipal agreements between the County and local municipalities, whereby the County will reimburse the local municipality for costs incurred associated with the transport of prisoners to and from the local courthouse and the Westchester County Jail.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)

MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 2021

AN ACT authorizing the County to enter into Intermunicipal Agreements with twenty-one (21) municipalities in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

BE IT ENACTED, by the Board of Legislators of the County of Westchester, State of New York as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into Intermunicipal Agreements (“IMAs”) with the twenty-one (21) municipalities indicated in Appendix “A”, which is attached hereto and made a part hereof, in order to reimburse the municipalities for the cost to transport prisoners round trip between each municipality and the Westchester County Jail located at Valhalla, New York.

§2. The County will reimburse each municipality for the costs for round trip prisoner transportation at the rates indicated in Appendix “A”. Reimbursement will also be made for the actual and reasonable costs of meals provided to post-arraignment prisoners. Reimbursement pursuant to the IMAs annually will not exceed \$695,563 in 2021 and 2022 for a total aggregate amount not to exceed \$1,391,126.

§3. The term of these IMAs shall be for the period January 1, 2021 through December 31, 2022.

§4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

APPENDIX A

**ZONE PLAN REIMBURSEMENT RATES
WITH DISTANCE TRAVELED TO AND FROM**

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2021 through December 31, 2022)

POLICE AGENCY

ROUND TRIP DISTANCE

ZONE #1 (1 - 10 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$219.38
Elmsford, Village	6 miles
Pleasantville, Village	8 miles
Sleepy Hollow, Village	8 miles
Tarrytown, Village	10 miles

ZONE #3 (21 - 30 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$241.31
Port Chester, Village	28 miles
Mamaroneck, Village	30 miles
Pelham Village	30 miles
Rye Brook, Village	23 miles
Tuckahoe, Village	25 miles
Rye, City	25 miles
Eastchester, Town	25 miles

ZONE #2 (11 - 20 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$230.37
Ardsey, Village	18 miles
Briarcliff Manor, Village	14 miles
Dobbs Ferry, Village	17 miles
Hastings-on-Hudson, Village	20 miles
Irvington, Village	12 miles
New Castle, Town	16 miles
North Castle	16 miles
Ossining, Village	20 miles
Scarsdale, Village	19 miles

ZONE #4 (31 - 40 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$252.32
Pelham Manor	35 miles

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.56 (or the then current IRS mileage rate) times distance.

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this _____ day of _____, 2021

by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

_____ a municipality of the State of New York having its office and place of business at _____

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-six cents (\$.56) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2022. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Act No of the Westchester County Board of Legislators approved on , 2021, shall not

exceed \$1,391,126. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2021.

THE COUNTY OF WESTCHESTER

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2021 - _____ on the day of _____, 2021.

Approved by the _____ of the _____ on the _____ day of _____, 2021.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
l/dcr/122710/Zone Rate Agmt. 2021

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2021, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution _____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its _____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 2021, before me personally came _____
_____ whose signature appears above, to me known, and know to be the _____
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

APPENDIX A

**ZONE PLAN REIMBURSEMENT RATES
WITH DISTANCE TRAVELED TO AND FROM**

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2021 through December 31, 2022)

POLICE AGENCY

ZONE #1 (1 - 10 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$219.38
Elmsford, Village	6 miles
Pleasantville, Village	8 miles
Sleepy Hollow, Village	8 miles
Tarrytown, Village	10 miles

ZONE #2 (11 - 20 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$230.37
Ardsey, Village	18 miles
Briarcliff Manor, Village	14 miles
Dobbs Ferry, Village	17 miles
Hastings-on-Hudson, Village	20 miles
Irvington, Village	12 miles
New Castle, Town	16 miles
North Castle	16 miles
Ossining, Village	20 miles
Scarsdale, Village	19 miles

ROUND TRIP DISTANCE

ZONE #3 (21 - 30 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$241.31
Port Chester, Village	28 miles
Mamaroneck, Village	30 miles
Pelham Village	30 miles
Rye Brook, Village	23 miles
Tuckahoe, Village	25 miles
Rye, City	25 miles
Eastchester, Town	25 miles

ZONE #4 (31 - 40 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$252.32
Pelham Manor	35 miles

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.56 (or the then current IRS mileage rate) times distance.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

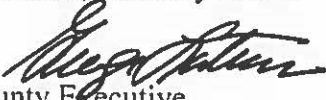
(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Draft

May 10, 2021

TO: Hon. Benjamin Boykin, Chair
Hon. Alfreda Williams, Vice Chair
Hon. MaryJane Shimsky, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – 2 Grant Agreements with the State of New York.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 10, 2021 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department") to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 10, 2021 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

May 10, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department") to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York, acting by and through its Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
\$53,225	\$37,676

There will be no inter-municipal agreements ("IMAs") for any services to be funded with the grants received from NYSOFA under the Grant Agreements. Instead, a portion of the HIICAP funding will be allocated to a contract with a non-municipal entity, with the balance of funding to be used by the Department to provide Information Contacts services. Similarly, the MIPPA funding will be used by the Department to provide Medicare Counseling services. Any necessary services contracts will be submitted to the Board of Acquisition and Contract for approval.

The Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2021 and continuing through March 31, 2022, and the Grant Agreement for MIPPA will be for a term commencing on September 30, 2021 and continuing through September 29, 2022.

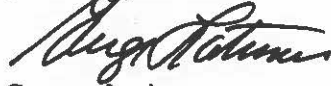
The Planning Department has advised that based on its review, the proposed Grant Agreements described above do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617.2(b), as indicated in the annexed SEQRA documentation. Accordingly the Planning Department recommends that

no further environmental review is required. As you know, your Honorable Board may use such expert advice to make its own conclusion.

The proposed Grant Agreements with NYSOFA are intended to benefit the County by assisting the County in the provision of grant-funded services to educate its residents about Medicare, Medicare Advantage plans and other health insurance issues. Accordingly, I believe the proposed Grant Agreements with NYSOFA are in the best interest of the County as it will save residents of Westchester County money by helping them access "Extra Help" programs.

Based on the foregoing, your favorable action on the annexed proposed Act is recommended.

Sincerely,



George Latimer
County Executive

GL/MC/SJ/cmc

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the "Act") which would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York, acting by and through its Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
\$53,225	\$37,676

Your Committee has been advised that there will be no inter-municipal agreements ("IMAs") for any services to be funded with the grants received from NYSOFA under the Grant Agreements. Instead, a portion of the HIICAP funding will be allocated to a contract with a non-municipal entity, with the balance of funding to be used by the Department to provide Information Contacts services. Similarly, the MIPPA funding will be used by the Department to provide Medicare Counseling services. Any necessary services contracts will be submitted to the Board of Acquisition and Contract for approval

Your Committee has been further advised that the Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2021 and continuing through March

31, 2022, and the Grant Agreement for MIPPA will be for a term commencing on September 30, 2021 and continuing through September 29, 2022.

The Planning Department has advised that based on its review, the proposed Grant Agreements described above do not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR Part 617.2(b), as indicated in the annexed SEQRA documentation. Accordingly the Planning Department recommends that no further environmental review is required. Your Committee has reviewed the annexed SEQRA documentation and concurs with this conclusion.

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has been advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C.CMC/04.22.2021

FISCAL IMPACT STATEMENT

SUBJECT: MIPPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 37676

Total Current Year Revenue \$ 37676

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T-962

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 37676

Describe: Funding received from NYS and the Federal Government for Medicare Improvements for Patients and Providers Act.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide outreach and assistance to Medicare beneficiaries with limited incomes who may be eligible for the Medicare Part D Subsidy Program or the Medicare Savings Program.

Next Four years: _____

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

5/4/21

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: HIICAP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 53225

Total Current Year Revenue \$ 53225

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T945

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 53225

Describe: Funding received from the Federal Government for the Health Insurance Information, Counseling and Assistance Program

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide counseling and information on all health insurance programs for seniors including Medicare and HMOs.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.


Reviewed By: 

Budget Director

5/14/21

If you need more space, please attach additional sheets.

TO: Mae Carpenter, Commissioner
Department of Senior Programs and Services

FROM: David S. Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: April 12, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR NYSOFA
HIICAP AND MIPPA GRANTS**

PROJECT/ACTION: One-year agreements between the County, acting by and through its Department of Senior Programs and Services, and the State of New York, acting by and through its Office for the Aging (NYSOFA), whereby the County will accept grants (comprised of federal and state funds) under the Health Insurance Information, Counseling and Assistance Program (HIICAP) and the Medicare Improvements for Patients and Providers Act (MIPPA) to better educate Westchester County residents in Medicare, Medicare Advantage plans and other health insurance issues.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():**
-

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Carla Chaves, Assistant County Attorney
Sharon Johnson, Program Administrator, Dept. of Senior Programs and Services
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021 --

AN ACT authorizing the County of Westchester to enter into grant agreements with the State of New York, acting by and through its Office for the Aging, to accept grant funds under the Health Insurance Information, Counseling and Assistance Program (“HIICAP”) and the Medicare Improvements for Patients and Providers Act (“MIPPA”), noting that both grants are comprised of federal and New York State funds.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into two (2) grant agreements (individually referred to as the “Grant Agreement,” and collectively as the “Grant Agreements”) with the State of New York, acting by and through its Office for the Aging (“NYSOFA”), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program (“HIICAP”) and the Medicare Improvements for Patients and Providers Act (“MIPPA”), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
\$53,225	\$37,676

A portion of the HIICAP funding will be allocated to a contract with a non-municipal entity, with the balance of funding to be used by the Department to provide Information Contacts services. The MIPPA funding will be used by the Department to provide Medicare Counseling services.

§2. The Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2021 and continuing through March 31, 2022, and the Grant Agreement for MIPPA will be for a term commencing on September 30, 2021 and continuing through September 29, 2022.

§3. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effect the purposes hereof.

§4. This Act shall take effect immediately.

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the Chairman of the Board of Legislators in cooperation with the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “City”), pursuant to which the City will provide a summer basketball program (the “Program”). The Program will operate five (5) days per week for the period commencing on July 12, 2021 through August 13, 2021. The Program will be held in Mount Vernon at the Mount Vernon High School gymnasium and will operate Monday-Friday from 1:00 p.m.–5:00 p.m. A maximum of ninety (90) boys and girls, ages 8 – 17 will be registered in the Program. Basketball skills and drills will be directed by the head basketball coach at Mount Vernon High School and his staff. In addition to helping youth develop basketball skills, the Program will also teach “life skills”. Each week a speaker will present and discuss a different life skill topic to the participants. All participants will receive lunch and a tee shirt. The County will pay the City a total amount not to exceed Twenty-Two Thousand Four Hundred Three (\$22,403.00) Dollars, payable in full upon execution of the agreement, in accordance with an approved budget.

The Program will enhance the athletic and social skills of participants while providing a safe environment with quality basketball instruction. All participants are given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who show the most improvement will be encouraged to participate in the City’s Saturday youth summer basketball league.

Eighty-five (85%) percent of the participants will learn the game of basketball, including shot making, movement and overall comprehension; fifty (50%) percent will be motivated to continue in

additional basketball programs, and seventy-five (75%) percent will increase their motor skills and agility, as well as their ability to work in a team setting. Monitoring will include site visits by the City's Director of Athletics and Program Services and assigned administrative staff.

At the conclusion of the Program period, the City will submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors will prepare an "evaluation report" including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

The goal of the Program is to provide constructive activities while providing quality basketball instruction for youth who desire to become better basketball players. The Program is a healthy alternative to delinquent behavior and discourages possible gang involvement and drug abuse. It also keeps the participants physically fit in an effort to combat the effects of obesity.

Your Committee has determined that there is a clear and overwhelming need for youth services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities for youth. Your Committee has determined that the Program will help achieve these objectives.

The Planning Department has advised that based on its review, the IMA described herein does not constitute an "action" as defined in Section 617.2(b) of the State Environmental Quality Review Act (6 NYCRR Part 617), and therefore no environmental review is required. Your Committee concurs with this conclusion.

Your Committee has been advised that approval of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed Act authorizing the IMA and recommends its approval.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON:

ACT NO. ___-2021

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of Mount Vernon (“City”) pursuant to which the City will provide a summer basketball program for the period July 12, 2021 through August 13, 2021 for a total amount not to exceed \$22,403.00.

BE IT ENACTED by the Board of Legislators of the County of Westchester as

follows:

Section 1. The County of Westchester (“County”), is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (“City”), pursuant to which the City shall provide a summer basketball program (the “Program”). The Program will operate for the period commencing on July 12, 2021 through August 13, 2021. The Program will be held in Mount Vernon at the Mount Vernon High School gymnasium and will operate Monday-Friday from 1:00 p.m.–5:00 p.m. A maximum of ninety (90) boys and girls, ages 8 - 17, will be registered in the Program. The Program shall teach youth basketball skills as well as “life skills” that can be applied to their everyday lives. The County will pay the City a total amount not to exceed Twenty Two-Thousand Four Hundred Three (\$22,403.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

§2. At the conclusion of the Program period, the City shall submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors will prepare an “evaluation report” including an assessment of strengths, weaknesses and/or comments, the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

§3. The Chair of the Board of Legislators or his designee (“Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

TO: Andrea Ettore, Second Deputy Clerk
Board of Legislators

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning

DATE: May 5, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
MOUNT VERNON SUMMER BASKETBALL PROGRAM**

PROJECT/ACTION: An intermunicipal agreement with the City of Mount Vernon, whereby the County will provide funding to the City to support its annual summer youth basketball program for 2021. The program will be held during July and August at the Mount Vernon High School gymnasium.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN “ACTION” AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():**
-

COMMENTS: None

DSK/cnm

cc: Steven Bass, Assistant to the County Executive
Norma Drummond, Commissioner
Tami Altschiller, Assistant Chief Deputy County Attorney
Mary Beth Gose, Office of the Board of Legislators
Debra Ogden, Budget Department
Claudia Maxwell, Associate Environmental Planner

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt Vernon 2021 NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 22,403

Total Current Year Revenue _____

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (Revenue)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 22,403

Describe: An Act authorizing the County to enter into an intermunicipal agreement with the City of Mt. Vernon pursuant to which the City will provide a summer basketball program for the period of July 12, 2021 through August 13, 2021.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Michael Dunn 

Title: Assistant Budget Analyst

Department: Budget

Date: April 29, 2021

Reviewed By: 
Budget Director

Date: 5/13/21

THIS AGREEMENT made the day of , 2021 and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereafter the “County”),

and

THE CITY OF MOUNT VERNON, a New York municipal corporation of the State of New York, having an office and principal place of business at City Hall, 1 Roosevelt Square, Mount Vernon, New York, 10550, (hereafter the “Municipality”).

FIRST: The Municipality, acting by and through its Recreation Department, shall provide a summer basketball program (the “Program”) for ninety (90) boys and girls ages 8-17 which will operate Monday through Friday from 1:00 p.m.-5:00 p.m. for the period commencing July 12, 2021 and terminating on August 13, 2021, as more particularly described in Schedule “A” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence on January 1, 2021, and shall terminate on December 31, 2021 unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Twenty Two Thousand Four Hundred Three (\$22,403.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule “A-1”. Payment shall be made upon full execution of this Agreement. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the amount set forth above.

FOURTH: The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FIFTH: The Municipality shall report to the County on its progress toward completing the

Work, as the Chairman of the Board of Legislators (“Chairman”), the County Executive or their duly authorized designee may request, and shall immediately inform the Chairman and/or the County Executive in writing of any cause for delay in the performance of its obligations under this Agreement. At the conclusion of the Program, the Municipality will submit to the Chairman a written program evaluation report using the criteria set forth in Schedule “A” attached hereto and made a part hereof. Evaluations will be based on the extent to which objectives of the program were accomplished. At the end of the term of this Agreement, the Program supervisors will write an “evaluation report” including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers and topics, and other pertinent information. In addition, the supervisors will administer pre and post tests to measure participants’ progress and to determine the number of children in each category.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality’s performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chairman may, in his/her discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality’s records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County

Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chairman, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chairman shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its

completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule “B” of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule “B” it may provide proof of such self-insurance in a form acceptable to the County’s Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “B” entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “B” the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse

the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

NINTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule "C" as part of this Agreement.

TWELFTH: All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the

express written consent of the Chairman. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor’s duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County’s contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County’s contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books,

records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chairman a letter signed by the mayor of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Chairman
 Westchester County Board of Legislators
 Michaelian Office Building
 148 Martine Avenue, 8th Floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building
 148 Martine Avenue, Room 600
 White Plains, New York 10601

To the Municipality: City of Mount Vernon
City Hall
1 Roosevelt Square
Mount Vernon, New York 10550

SEVENTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

EIGHTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

NINETEENTH: The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

Attached hereto and forming a part hereof as Schedule "D" is a questionnaire entitled "Required Disclosure of Relationships to County". The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event. The Municipality shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County.

TWENTIETH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New

York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-FIRST: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

TWENTY-SECOND: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Benjamin Boykin II
Title: Chairman of the Board of Legislators

THE CITY OF MOUNT VERNON

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. ____-2021 duly adopted on the
day of _____, 2021.

Approved as to form and manner of execution

Senior Assistant County Attorney
County of Westchester

DRAFT

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the
_____ (Law under which organized, e.g., the New York Village Law)
named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its Board of Supervisors/Trustees, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 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 officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an official of said municipal corporation; that he/she is duly authorized to execute said
certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto
pursuant to such authority.

Notary Public
Date

SCHEDULE “A”

SCOPE OF WORK

The Municipality will provide a summer basketball program for a maximum of ninety (90) boys and girls ages 8 - 17 for the period commencing on July 12, 2021 and continuing through August 13, 2021 (the “Program”).

The Program will be held in the Mount Vernon High School gymnasium and will operate Monday through Friday from 1:00 p.m.-5:00 p.m. Basketball skills and drills will be directed by the head basketball coach at Mount Vernon High School and his staff. In addition to helping youth develop basketball skills, the Program will also teach “life skills”. Each week a speaker will present and discuss a different life skill topic to the participants. All participants will receive lunch and a tee shirt.

The Program will enhance the athletic and social skills of the participants while providing a safe environment with quality basketball instruction. All participants will be given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who show the most improvement will be encouraged to participate in the City’s Saturday youth summer basketball league.

Eighty-five (85%) percent of the participants will learn the game of basketball, including shot-making, movement and overall comprehension; fifty (50%) percent will be motivated to continue in additional basketball programs; and seventy-five (75%) percent will increase their motor skills and agility, as well as their ability to work in a team setting. Monitoring will include site visits by the City’s Director of Athletics and Program Services and assigned administrative staff.

At the conclusion of the Program period, the City will submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors will prepare an “evaluation report” including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

The goal of the Program is to provide constructive activities while providing quality basketball instruction for youth who desire to become better basketball players. The Program is a healthy alternative to delinquent behavior and discourages possible gang involvement and drug abuse. It also keeps the participants physically fit in an effort to combat the effects of obesity.

SCHEDULE "A-1"

BUDGET

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Benjamin Boykin II

Chairman of the Board

Legislator, 5th District



TO: Hon. Catherine Borgia
Chair, Budget & Appropriations

Hon. Jose Alvarado
Chair, Seniors, Youth & Intergenerational Services

FROM: Hon. Benjamin Boykin
Chairman of the Board

DATE: May 13, 2021

RE: **IMA – City of Mount Vernon – Summer Basketball Program**

As Chairman of the Board of Legislators, I am placing the below item directly into the Committees on Budget & Appropriations and Seniors, Youth & Intergenerational Services.

Thank you.

(ID: 2021-328) **ACT - City of Mt. Vernon Summer Basketball Program**

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of Mount Vernon ("City") pursuant to which the City will provide a summer basketball program for the period July 12, 2021 through August 13, 2021 for a total amount not to exceed TWENTY-TWO THOUSAND, FOUR HUNDRED THREE (\$22,403) DOLLARS.

cc: Melanie Montalto
Alie Restiano
Yolanda Valencia
Sunday Vanderberg

April 30, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval are the following in connection with capital project RHW01 - Hillside Woods Restoration ("RHW01"):

- 1) A Bond Act ("Bond Act") to finance capital project RHW01; and
- 2) An Act to authorize an IMA with the Village of Hastings-on-Hudson (the "Village") for the purpose of implementing capital project RHW01 (the "Act").

By way of background, in 1993 the County of Westchester (the "County") and the Village entered into an agreement (the "1993 Agreement") to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village, for the purpose of establishing the Hillside Woods and Park (hereinafter the "Park"). Pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park. Due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition. Both the Village and the County now seek to undertake an Urban Forestry Management Project to restore and regenerate the Park back to its natural condition (the "Project"). The Project will consist of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing.

The Bond Act, in the amount of One Hundred Thousand (\$100,000.00) Dollars, would finance the funding for the Project.

The Act would authorize the County to enter into an IMA with the Village. The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Village in connection with the implementation of the Project. In accordance with the IMA, the Village will perform the work necessary to complete the Project. The County will pay to the Village, on a cost reimbursement basis, an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the work.

The Planning Department has advised that based upon its review, this project falls within the definition of an "Unlisted" Action under SEQRA and its implementing regulations 6 NYCRR, Part 617. The Planning Department has prepared the attached Short Environmental Assessment Form to assist your Honorable Board in making the required determination of significance pursuant to SEQRA.

Based upon the foregoing, I recommend the adoption of the Bond Act, as well as the Act authorizing the IMA.

Sincerely,



George Latimer
County Executive

GL/KOC/jpg
Attachments

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of the following in connection with capital project RHW01 – Hillside Woods Restoration:

- 1) A Bond Act (“Bond Act”) to finance capital project RHW01; and
- 2) An Act to authorize an IMA with the Village of Hastings-on-Hudson (the “Village”) for the purpose of implementing capital project RHW01 (the “Act”).

Your Committee is advised that in 1993 the County of Westchester (the “County”) and the Village entered into an agreement (the “1993 Agreement”) to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village, for the purpose of establishing the Hillside Woods and Park (hereinafter the “Park”). Pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park. Due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition. Both the Village and the County now seek to undertake an Urban Forestry Management Project to restore and regenerate the Park back to its natural condition (the “Project”). The Project will consist of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing.

The Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would authorize the County to issue \$100,000.00 in bonds to finance the funding for the Project.

The Act would authorize the County to enter into an IMA with the Village. The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Village in connection with the implementation of the Project. In accordance with the IMA, the Village will perform the work necessary to complete the Project. The County will pay to the Village, on a cost reimbursement basis, an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the work.

The Planning Department has advised that, based on its review, this project falls within the definition of an “Unlisted” Action under Article 8 of SEQRA and its implementing regulations, 6 NYCRR Part 617, which requires an assessment of environmental impacts. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (“EAF”) and the criteria contained in Section 617.7 of the SEQRA regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: _____, 2021
White Plains, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RHW01

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 100,000 PPU 5 Anticipated Interest Rate 0.30%

Anticipated Annual Cost (Principal and Interest): \$ 20,180

Total Debt Service (Annual Cost x Term): \$ 100,900

Finance Department: Interest rates from April 15, 2021 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 1

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: Ken Uhle

Title: Program Coord. Capital Planning PRC

Department: DPW&T

Date: 4/22/21

Reviewed By: 

Budget Director

Date: 4/25/21

RESOLUTION

WHEREAS, there is pending before this Honorable Board a Bond Act to authorize the County of Westchester (the “County”) to issue bonds and an Act to authorize the County to enter into an intermunicipal agreement with the Village of Hastings-on-Hudson (the “Village”) in connection with capital project RHW01 – Hillside Woods Restoration (the “Capital Project”); and

WHEREAS, this Honorable Board has determined that the proposed Capital Project would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, pursuant to SEQRA and its implementing regulations (6 NYCRR Part 617), this project is classified as an “Unlisted” Action which requires a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, this capital project is part of a larger forest management plan being implemented by the Village; and

WHEREAS, the Village Board of Trustees reviewed the overall plan in accordance with SEQR and adopted a Negative Declaration for the project on February 19, 2020, however, the Village did not include the County as an involved agency in a coordinated review; and

WHEREAS, the County must now conduct its own environmental review; and.

WHEREAS, in accordance with SEQRA and its implementing regulations, a Short Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.


NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board's review of the Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Capital Project and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

TO: Michelle Greenbaum, Assistant County Attorney
Jeffrey Goldman, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: April 15, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
RHW01 HILLSIDE WOODS RESTORATION**

The Planning Department has reviewed capital project RHW01- Hillside Woods Restoration (Unique ID: 1606) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project meets the definition of an Unlisted action. This capital project is part of a larger forest management plan being implemented by the Village of Hastings-on-Hudson. The Village Board of Trustees reviewed the overall plan in accordance with SEQR and adopted a Negative Declaration for the project on February 19, 2020. However, the Village did not include the County as an involved agency in a coordinated review. As such, the County must conduct its own environmental review.

To assist the County in complying with the requirements of SEQR, attached is a Short Environmental Assessment Form for consideration by the Board of Legislators. Part I of this form was completed by the Village of Hastings-on-Hudson.

Please contact me if you require any additional information regarding this document.

DSK/cnm

Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Tami Altschiller, Assistant Chief Deputy County Attorney
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Gideon Grande, Deputy Budget Director
Lorraine Yazzetta, Associate Budget Analyst
Anthony Zaino, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Hillside Woods and Park Restoration Project			
Project Location (describe, and attach a location map): Hillside Woods and Hillside Park, Village of Hastings-on-Hudson			
Brief Description of Proposed Action: The Hillside Woods and Park project outlines a process to restore Hillside Woods and Park to a healthy eastern woodlands. The woodlands are in a severely deteriorated condition, which is in large part triggered by the combination of overpopulation of deer, competing invasive plants, and light on the forest floor. The restoration process will begin with the removal of invasive plants and hazard trees threatening to overrun the forest. After these plants have been controlled, deer enclosure fence will be erected to keep the deer population from over browsing the understory and decimating native plants. Lastly, select native trees, shrubs, and herbaceous plants will be planted to restore diversity and aid in the regeneration of the forest			
Name of Applicant or Sponsor: Village of Hastings-on-Hudson		Telephone: 914-478-3400	
Address: 7 Maple Avenue		E-Mail: villagemanager@hastingsgov.org	
City/PO: Hastings-on-Hudson		State: NY	Zip Code: 10706
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: DASNY SAM grant funding			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		approx. 80 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		84 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): School			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	<input type="checkbox"/>	<input type="checkbox"/>	NO YES
If the proposed action will exceed requirements, describe design features and technologies:			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	<input type="checkbox"/>	<input type="checkbox"/>	NO YES
If No, describe method for providing potable water: _____			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	<input type="checkbox"/>	<input type="checkbox"/>	NO YES
If No, describe method for providing wastewater treatment: _____			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional</p> <p><input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban</p>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		
<p>18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</p> <p>If Yes, explain the purpose and size of the impoundment:</p>		
	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe:</p>		
	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe:</p>		
	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Village of Hastings-on-Hudson</u> Date: <u>9/18/2020</u></p> <p>Signature: <u>May BETA Myky</u> Title: <u>Village Manager</u></p>		

PRINT FORM

Project: Hillside Woods Restoration (RHW01)

Date: April 2021

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Hillside Woods Restoration (RHW01)
Date:	April 2021

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This project is being conducted in accordance with an Urban Forest Management Plan that was developed to restore the health of the forest at the adjoining park properties known as Hillside Woods and Hillside Park. Hillside Park is owned by the Village of Hastings-on-Hudson. Hillside Woods is jointly owned by the Village and the County of Westchester. Under capital project RHW01, the County will provide funding to the Village of Hastings to implement the management plan on 30 acres of the Hillside Woods section of the overall 80-acre management area. The County-sponsored work will include the removal of non-native and hazardous trees, the removal of invasive species, the installation of approximately 2,000 linear feet of chain-link fencing, and the purchase and installation of over 1,400 native trees and shrubs.

The Hillside Woods section contains intermittent streams that flow to the Saw Mill River and a small, approximately 0.2-acre, ephemeral pool that has been classified as a freshwater emergent wetland by the National Wetlands Inventory, but is not regulated by New York State. Large tree removals that are not near any trails will be conducted by girdling with selective applications of herbicides as necessary. The removal of invasive brush will be conducted by hand or mechanical means, so there will be minimal impacts associated with herbicides. Prevention of deer overgrazing and restoration of the natural understory will serve to protect the soil from erosion and protect water resources. Hillside Woods does not contain any NYS mapped cultural resources or historic buildings, aside from remnants of an old chimney, which will not be affected by this project. Since ground disturbance will be limited to plantings and small posts for fencing installation, impacts to archaeological resources are also not anticipated.

Although exclusion fencing will reduce available habitat to deer, immunocontraception efforts already being implemented by the Village to control the deer population will minimize some of the ramifications from this habitat loss. More importantly, this project will restore the natural diversity that will support native wildlife that have been adversely impacted by the decimation of the understory and the overtaking of the site by invasive species.

The project will serve to benefit the environment by restoring the eastern woodland ecology of a sizable portion of undeveloped land within a developed region of Westchester County.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester

Name of Lead Agency

Malika Vanderburg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk to the Westchester County Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

PRINT FORM



ACT NO. -20 ____

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE IMPLEMENTATION OF A URBAN FORESTRY MANAGEMENT PLAN AT THE HILLSIDE WOODS RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the implementation of a urban forestry management plan at the Hillside Woods Restoration, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$100,000. The plan of financing includes the issuance of \$100,000 bonds herein authorized and any bond

anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$100,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$100,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and

relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on _____, 20____ and approved by the County Executive on _____, 20____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this _____ day of _____, 20____.

(SEAL)

The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20____ and approved by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE IMPLEMENTATION OF A URBAN FORESTRY MANAGEMENT PLAN AT THE HILLSIDE WOODS RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

object or purpose: to finance the implementation of a urban forestry management plan at the Hillside Woods Restoration, as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued
and period of probable usefulness: \$100,000; five (5) years

Dated: _____, 20____
White Plains, New York

The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*
RHW01

CBA

Fact Sheet Date:*
01-04-2021

Fact Sheet Year:*
2021

Project Title:*
HILLSIDE WOODS RESTORATION

Legislative District ID:
12,

Category*
RECREATION FACILITIES

Department:*
PARKS, RECREATION &
CONSERVATION

CP Unique ID:
1606

Overall Project Description

This project shall fund the implementation of an Urban Forestry Management Plan to restore and regenerate the forest at Hillside Woods.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2021	2022	2023	2024	2025	Under Review
Gross	100	100	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	100	100	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Implementation of the Forest Management Plan.

Financing Plan for Current Request:

Non-County Shares:	S 0
Bonds/Notes:	100,000
Cash:	0
Total:	\$ 100,000

SEQR Classification:

UNLISTED

Amount Requested:

100,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	100,000	TIMBER STAND IMPROVEMENT AND INVASIVE BRUSH MANAGEMENT

Total Appropriation History:

100,000

Total Financing History:

0

Recommended By:

Department of Planning
WBB4

Date
12-21-2020

Department of Public Works
RJB4

Date
12-22-2020

Budget Department
LMY1

Date
12-23-2020

Requesting Department
KUU1

Date
12-23-2020

HILLSIDE WOODS RESTORATION (RHW01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD
Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2021	2022	2023	2024	2025	Under Review
Gross	100	100							
Non County Share									
Total	100	100							

Project Description

This project shall fund the implementation of an Urban Forestry Management Plan to restore and regenerate the forest at Hillside Woods.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2020	100,000	Timber stand improvement and invasive brush management	AWAITING BOND AUTHORIZATION
Total	100,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	100,000		100,000
Total	100,000		100,000

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Hastings-on-Hudson in connection with an Urban Forestry Management Project (Capital Project RHW01).

BE IT ENACTED by the County Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Hastings-on-Hudson (the “Village”), in substantially the form attached hereto, in connection with an Urban Forestry Management Project (the “Project”) to be conducted by the Village at the Hillside Woods and Park located in the Village.

§2. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall terminate upon the expiration of any bonds issued in connection with the Project.

§3. The County shall pay the Village an amount not-to-exceed One Hundred Thousand (\$100,000) Dollars on a cost reimbursement basis pursuant to an approved budget, to perform the Project.

§4. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§5. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT – HILLSIDE WOODS
URBAN FORESTRY MANAGEMENT PLAN

THIS AGREEMENT made this ___ day of _____, 2021 (the “Commencement Date”),
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10706 (the “County”),

and

VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (the “Village”),

both the County and the Village to be referred to collectively as the “Parties”.

WHEREAS, by agreement dated December 30, 1993 (the “1993 Agreement”), the County and the Village agreed to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village of Hastings-on-Hudson, for the purpose of establishing the Hillside Woods and Park (hereinafter the “Park”); and

WHEREAS, pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park; and

WHEREAS, due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition; and

WHEREAS, the Village seeks to undertake an Urban Forestry Management Plan consisting of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing, to restore and regenerate Park back to its natural condition (the “Project”); and

WHEREAS, the County seeks to assist the Village with the Project by contributing \$100,000 in funding (the “County’s Contribution”); and

WHEREAS, the County's Contribution shall be paid for through the issuance of County bonds (the "County Bonds"); and

WHEREAS, the County and Village are desirous of entering into an Inter-Municipal Agreement (the "Agreement"), to set forth the terms and conditions under which the Village will undertake the Project; and

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **PERFORMANCE OF WORK**: The Village agrees to perform, or cause its contractors and/or consultants to perform, the work necessary to complete the Project, in accordance with the scope of work attached hereto and made a part hereof as Schedule "A" (the "Work").

The Work necessary to complete the Project shall be conducted on that portion of the Park depicted on the map which is attached hereto and made a part hereof as Schedule "B".

3. **TERM**: The term of this Agreement shall commence upon execution hereof by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall terminate upon the expiration of the County Bonds issued in connection with the Project.

Notwithstanding anything herein to the contrary, the Project itself shall be fully completed no later than two (2) years from the Commencement Date (the "Project Completion Date").

4. **COSTS**: The County shall contribute an amount not-to-exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS towards the Project, payable in accordance with the itemized budget set forth in Schedule "A" (the "Budget"), attached hereto and made a part hereof, which itemized costs set forth in said Budget shall be approximate.

Any and all requests for payment to be made hereunder, including any request for partial payment in proportion to Work completed, shall be submitted by the Village on properly executed payment vouchers of the County, which vouchers must be accompanied by a numbered invoice and include the invoice number where indicated. All invoices submitted shall specify the Budget items completed, or partially completed, for which payment is being sought, utilize consecutive numbering and be non-repeating. Payment shall be made by the County only after approval of said payment vouchers by the County's Commissioner of Parks Recreation and Conservation or her duly authorized designee (the "Commissioner"), which approval shall not be unreasonably withheld. In no event shall *final* payment be made to the Village prior to completion of the Project and the approval of same by the Commissioner.

The Village shall, at no additional charge, furnish, or cause its contractors or consultants to furnish, all labor, services, materials, tools, equipment and other appliances necessary to complete the Project.

Notwithstanding anything herein to the contrary, the County's total contribution to the Project shall not exceed \$100,000.00. Should the total Project costs exceed the \$100,000.00 amount set forth above, the Village shall be solely responsible for the payment of any overages.

5. VENDOR DIRECT PAYMENT: All payments made by the County to the Village will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. If the Village is not already enrolled in the Vendor Direct Program, it will be required to fill out and submit an EFT Authorization Form. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "C".

6. SUBJECT TO COUNTY APPROPRIATIONS: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not

in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

7. **TERMINATION:** (a) The County, upon ten (10) days notice to the Village, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Village shall be compensated and the County shall be liable only for payment for Work already rendered under this Agreement prior to the effective date of termination in accordance with the Budget attached hereto as Schedule "A". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Village shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Village shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Village prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Village. The Village shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Village of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Village of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion,

and any additional expense or cost of such completion shall be charged to and paid by the Village. Without limiting the foregoing, upon written notice to the Village, repeated breaches by the Village of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

8. MAINTENANCE AND REPAIRS: The improvements made pursuant to the Project (the “Improvements”) shall be kept in good order and repair by the Village at the Village’s sole cost and expense, and the Village shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, which may be necessary or required so that at all times the Improvements shall be in thorough good order, condition and repair.

9. MAINTENANCE OF RECORDS: The Village shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection with the Project. The County shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved.

All of the provisions of this Section “9” will survive the expiration or other termination of this Agreement.

10. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

The Village expressly represents, warrants and guarantees to the County that: it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York; the execution and performance of this Agreement by the Village has been duly authorized by its governing body; this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Village enforceable against the Village in accordance with their respective

terms; and the Village will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Village;

(a) the person signing this Agreement on behalf of the Village has full authority to bind the Village to all of the terms and conditions of this Agreement;

(b) it is financially and technically qualified to perform its obligations hereunder, pursuant to this Agreement.

11. INSURANCE; INDEMNIFICATION: In addition to, and not in limitation of the insurance requirements contained in Schedule “D” entitled “Standard Insurance Provisions, attached hereto and made a part hereof, the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Village does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Village shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

This provisions of this Section “11” shall survive termination or expiration of this Agreement.

12. ASSIGNMENT OF RIGHTS: Neither Party may assign any rights under this Agreement without the prior express written consent of the other Party.

13. ENTIRE AGREEMENT; AMENDMENT: This Agreement, including without limitation, all Schedules and attachments, constitute the entire Agreement between the Parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

14. COMPLIANCE WITH LAW: The County and Village will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

All of the provisions of this Section "14" will survive the expiration or other termination of this Agreement.

15. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County:

Commissioner
Department of Parks, Recreation
& Conservation
County of Westchester
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Village:

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

with a copy to:

Office of the Village Attorney
1311 Mamaroneck Avenue, Suite 340
White Plains, NY 10605

16. **VALIDITY**: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

17. **COUNTY APPROVALS**: It is hereby acknowledged that any request by the Village for any modification of the terms hereof which requires the consent of the County, will be subject to the receipt of any and all necessary County legal approvals.

18. **EXECUTION**: This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

19. **GOVERNING LAW**: This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

20. **NO WAIVER**: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

21. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

22. **ENFORCEMENT:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

23. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

IN WITNESS WHEREOF, the County of Westchester and the Village have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

VILLAGE OF HASTINGS-ON-HUDSON

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators on _____, 2021 by Act No. ____-2021

Approved by the Hastings-on-Hudson Village Council on _____, 2021 by Resolution No. _____

Approved as to form and manner of execution:

Approved as to form and manner of execution

Sr. Assistant County Attorney
County of Westchester

Village Attorney
Village of Hastings-on-Hudson

VILLAGE ACKNOWLEDGMENT

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

On the ___ day of _____ in the year 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 acknowledged to me that he/she executed the same in his/her capacity as Village Officer and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

DRAFT

VILLAGE CERTIFICATE OF AUTHORITY

I, _____, certify that I am
(Officer other than officer signing contract)

the _____ of the _____, a municipal corporation
(Title) (Municipality)
duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate Law)

named in the foregoing agreement; that _____
(Person executing agreement)
who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 2021, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____

_____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual taking acknowledgment

SCHEDULE "A"

Scope of Work and Budget

Timber stand improvement
(Norway Maple Cull)
30 acres \$ 10,000.00

Invasive brush management
hand tool and mechanical
30 acres \$ 20,000.00

Tree, Shrub, wild flower and
fern planting, site prep and
mulching.
1445 trees and shrubs \$ 20,000.00

Fencing
2000LF \$ 50,000.00

TOTAL \$100,000.00

DRAFT

SCHEDULE "B"

[Map of Project Area]

DRAFT

Provisions only where indicated.

This is to certify that this map and the survey on which it is based were made in accordance with the minimum standards required for 2024/2025 land surveying established and adopted by the Board of Survey on August 1, 1993.

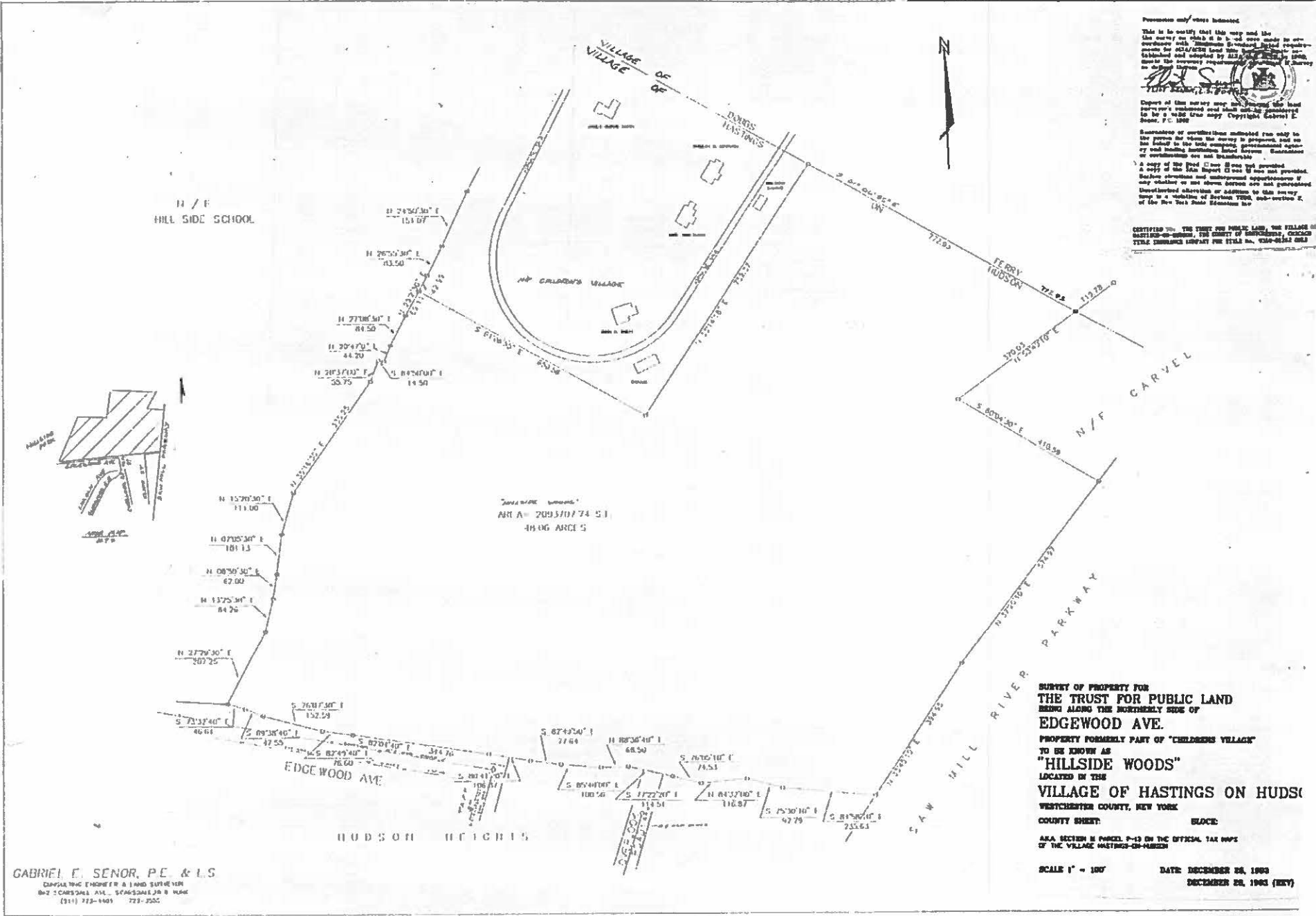
GABRIEL E. SENOR, P.E. & I.S.
 1000 N. W. 10th St.
 Fort Lauderdale, FL 33304

Copies of this survey map may be obtained from the land surveyor's customer and shall not be considered to be a valid true copy. Copyright Gabriel E. Senor, P.E. 1993.

Successors of certification indicated run only to the person or persons the survey is prepared, and no liability is assumed by the surveyor, governmental agency and holding institution. Said survey, certification or certification are not transferable.

A copy of the deed (if any) is not provided. A copy of the deed (if any) is not provided. Surface structures and underground appurtenances if any located or not shown herein are not guaranteed. Unadvertised alterations or additions to this survey map is a violation of Section 7209, sub-section 2, of the New York State Education Law.

OBTAINED FROM THE TRUST FOR PUBLIC LAND, THE VILLAGE OF EDGEMOND-ORLANDO, THE CITY OF CHICAGO, CHICAGO TITLE INSURANCE COMPANY FOR FILE NO. 0340-0152 0015



SURVEY OF PROPERTY FOR THE TRUST FOR PUBLIC LAND BEING ALONG THE NORTHERLY SIDE OF EDGEWOOD AVE. PROPERTY FORMERLY PART OF "CHILDRENS VILLAGE" TO BE KNOWN AS "HILLSIDE WOODS" LOCATED IN THE VILLAGE OF HASTINGS ON HUDSON WESTCHESTER COUNTY, NEW YORK COUNTY SHEET: BLOCK:

AKA SECTION 14 PARCELS 9-13 ON THE OFFICIAL TAX MAPS OF THE VILLAGE HASTINGS-ORLANDO

SCALE 1" = 100' DATE: DECEMBER 28, 1993 DECEMBER 28, 1993 (REV)

GABRIEL E. SENOR, P.E. & I.S.
 CIVIL ENGINEER & LAND SURVEYOR
 802 CARROLL AVE., STAGANALE, PA 15086
 (717) 722-1401 722-2200

SCHEDULE "C"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type:
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "D"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

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