

Westchester County

September 12, 2023

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 is an Act which, if approved, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of Mamaroneck (the "Town") pursuant to which the Town will conduct a study of the Town's Stormwater sewer network.


As your Honorable Board is aware, the Town, which is situated in a low-lying floodplain, is subject to frequent flooding during major storm events. This has resulted in extensive property damage and displacement of many residents from their homes. In an effort to combat this problem, the County has asked the Town, and the Town has agreed, to conduct a comprehensive study to evaluate the Town's Stormwater sewer network (the "Study"). The Study will provide recommendations to create alternatives to reduce the frequency of flooding in known flood prone areas in the Town.

The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Town in connection with the Study. The IMA will be for a term of two (2) years commencing retroactive to January 1, 2023 and continuing through December 31, 2024. In consideration for performing the Study, the County will pay the Town the sum of One Hundred and Fifty Thousand (\$150,000.00) dollars per year, pursuant to an approved budget, for a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) dollars.

The Planning Department has advised that based on its review, the Study may be classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,



George Latimer
County Executive

GL/BL/JPG/jpg/nn
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 an Act which, if approved, would authorize the County of Westchester (the “County”) to enter into an intermunicipal agreement (“IMA”) with the Town of Mamaroneck (the “Town”) pursuant to which the Town will conduct a study of the Town’s Stormwater sewer network.

Your Committee is advised that the Town, which is situated in a low-lying floodplain, is subject to frequent flooding during major storm events. This has resulted in extensive property damage and displacement of many residents from their homes. In an effort to combat this problem, the County has asked the Town, and the Town has agreed, to conduct a comprehensive study to evaluate the Town’s Stormwater sewer network (the “Study”). The Study will provide recommendations to create alternatives to reduce the frequency of flooding in known flood prone areas in the Town.

The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Town in connection with the Study. The IMA will be for a term of two (2) years, commencing retroactive to January 1, 2023 and continuing through December 31, 2024. In consideration for performing the Study, the County will pay the Town the sum of One Hundred and Fifty Thousand (\$150,000.00) dollars per year, pursuant to an approved budget, for a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) dollars.

The Planning Department has advised your Committee that based on its review, the above referenced capital project may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQRA documentation and concurs with this recommendation.

Please note that an affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

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

Dated: _____, 2023
White Plains, New York

C:jpg/8.22.23 COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: IMA with Town of Mamaroneck 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 \$ 150,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 19:101:0100:0100:4380

Potential Related Operating Budget Expenses: Annual Amount \$150,000

Describe: An ACT authorizing an Intermunicipal agreement with the Town of Mamaroneck which will provide the terms & conditions under the which will distribute funds to the Town from the Westchester County (Planning Department) Operating Account.

Potential Related Operating Budget Revenues: Annual Amount 0

Describe: _____

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

Current Year: No Savings - It will impact the 2023 Operating Budget by \$150,000.

Next Four Years: It will impact the 2024 Westchester County (Planning Department) Operating Budget by an additional \$150,000.00. The total cost for this project is projected to be \$300,000.

Prepared by: Erion Vela

Title: Coordinator of Fiscal Operations


Department: Planning

Date: September 11, 2023

Reviewed By: 
Budget Director

Date: 9/13/23

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

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: September 8, 2023

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR TOWN OF
MAMARONECK STORMWATER SEWER STUDY**

PROJECT/ACTION: A comprehensive study to evaluate the Town of Mamaroneck's stormwater sewer network. The study will provide recommendations to create alternatives to reduce the frequency of flooding in known flood prone areas in the Town.

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 SECTIONS:**
- **617.5(c)(24):** information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action.
 - **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: None.

DSK/sed

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

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mamaroneck in connection with a study of the Town's Stormwater sewer network

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 Town of Mamaroneck (the "Town"), in substantially the form attached hereto, pursuant to which the Town will conduct a comprehensive study to evaluate the Town's Stormwater sewer network, to provide recommendations to create alternatives to reduce the frequency of flooding in known flood prone areas in the Town (the "Study").

§2. The term of the IMA shall be for a period of two (2) years commencing retroactive to January 1, 2023 and continuing through December 31, 2024.

§3. In consideration for performing the Study, the County will pay the Town an amount not-to-exceed One Hundred and Fifty Thousand (\$150,000.00) dollars per year, pursuant to an approved budget, for a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) dollars.

§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

THIS AGREEMENT made this ___ day of _____, 2023, 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

TOWN OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 740 West Boston Post Road, Town of Mamaroneck, New York 10543, (the “Town”),

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

WHEREAS, the Town, which is situated in a low-lying floodplain, is subject to frequent flooding during major storm events which has resulted in extensive property damage and displacement of many residents from their homes; and

WHEREAS, in an effort to combat this problem, the County has asked the Town, and the Town has agreed, to conduct a comprehensive study to evaluate the Town’s Stormwater sewer network (the “Study”), for the purpose of providing recommendations to create alternatives to reduce the frequency of flooding in known flood prone areas in the Town; and

WHEREAS, the County and Town are desirous of entering into this Inter-Municipal Agreement (the “Agreement”), to set forth the terms and conditions under which the Town will undertake the Study; 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 SERVICES**: The Town agrees to perform, or cause its contractors and/or consultants to perform, the services necessary to complete the Study, in accordance with the scope of services/budget attached hereto and made a part hereof as Schedule “A” (the “Services”).

The Study shall address those flood prone areas of the Town depicted on the map which is attached hereto and made a part hereof as Schedule "B".

3. **TERM**: The term of this Agreement shall be for two (2) years, commencing retroactive to January 1, 2023 and continuing through December 31, 2024.

4. **COSTS**: In consideration for Services rendered, the County shall pay the Town an amount not-to-exceed ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS *per year*, payable in accordance with the itemized budget for each year, which is set forth in Schedule "A", attached hereto and made a part hereof (the "Budget").

Any and all requests for payment to be made hereunder, including any request for partial payment in proportion to Services completed, shall be submitted by the Town on a numbered invoice. 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 to the Town only after approval of said invoices by the County's Acting Commissioner of Planning or her duly authorized designee (the "Commissioner"), which approval shall not be unreasonably withheld. In no event shall *final* payment be made to the Town prior to completion of all Services necessary to complete the Study and the approval of same by the Commissioner.

The Town 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 Study.

Notwithstanding anything herein to the contrary, the County's total contribution to the Study shall not exceed \$150,000.00 per year. Should the total Study costs exceed the annual not-to-exceed amount, the Town shall be solely responsible for the payment of any overages.

5. **VENDOR DIRECT PAYMENT**: All payments made by the County to the Town will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. If the Town 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 Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Town 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 in accordance with the Budget attached hereto as Schedule "A". The Town may, upon receipt of such notice from the County, elect to continue the Study at its sole cost and expense; provided, however, that it shall promptly advise the Commissioner in writing of its intent to do so. Otherwise, upon its receipt of notice that the County is terminating this Agreement in its best interests, the Town shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Town shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Town prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Town. The Town 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 Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town 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 Town. Without limiting the foregoing, upon written notice to the Town, repeated breaches by the Town 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 OF RECORDS: The Town 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 Study. 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 "8" will survive the expiration or other termination of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

The Town 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 Town

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 Town enforceable against the Town in accordance with their respective terms; and the Town 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 Town;

(a) the person signing this Agreement on behalf of the Town has full authority to bind the Town 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.

10. 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 Town 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 Town 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 Town or third parties under the direction or control of the Town; 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 Town 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 Town 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 "10" shall survive termination or expiration of this Agreement.

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

12. 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.

13. COMPLIANCE WITH LAW: The County and Town 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 "13" will survive the expiration or other termination of this Agreement.

14. 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 Planning
County of Westchester
148 Martine Avenue, Rm 700
White Plains, New York 10601

with a copy to:

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

To the Town:

Town of Mamaroneck
740 West Boston Post Road
Town of Mamaroneck, New York 10543

with a copy to:

Office of the Town Attorney

15. 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.

16. COUNTY APPROVALS: It is hereby acknowledged that any request by the Town 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.

17. 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.

18. 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.

19. 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.

20. **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.

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

22. **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 Town have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

TOWN OF MAMARONECK

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators on _____ 2023 by Act No. 23 - _____

Approved by the Town Council of the Town of Mamaroneck on _____, 2023 by Resolution No. _____

Approved:

Approved as to form and manner of execution

Sr. Assistant County Attorney
County of Westchester

Town Attorney
Town of Mamaroneck

TOWN 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 Town 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

SCHEDULE "A"

SCOPE OF SERVICES/BUDGET

January 1, 2023 thru December 31, 2023

The Scope of Services for the Study shall include any work associated with the following tasks. Funds may be moved between tasks, subject to review and approval by the County. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement. The total amount reimbursed by the County shall not exceed the maximum amount stated herein.

SCOPE TASK	COUNTY AMOUNT	TOWN AMOUNT
Task 1: Mapping existing drainage system and	\$150,000	\$33,650
Data collection (includes CCTV inspection of		
Approximately 30,000 linear feet of drainage		
pipes)		
TOTAL	\$150,000	\$33,650

SCHEDULE "B"

[Map of Study Area]

DRAFT

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>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.</i>		
_____ 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) <input type="checkbox"/> Checking <input type="checkbox"/> 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>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.</i>		
_____ 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.

(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

