

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Departments of Emergency Services ("DES") and Parks, Recreation and Conservation ("PRC") to enter into an inter-municipal agreement ("Agreement") with the Pound Ridge Fire District ("District"), pursuant to which the District will provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation ("Property"), which lies within the boundaries of the Town of Lewisboro. The Agreement will be for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029. The County's prior agreement with the District for these same services expired on December 31, 2024.

Your Committee is advised that in consideration for the fire suppression services to be provided by the District under the proposed Agreement, the County will, at its own cost and expense, install and maintain a storage facility, with the height, dimensions and specifications designated by the County ("Storage Facility") in a location at the Property approved by the County near the Kimberly Bridge, which will be used by the District for the pre-positioning and storage of its trailer, an all-terrain vehicle or any other vehicle approved by the County ("Vehicles"). In addition, the County will also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility. The County will maintain the Storage Facility in good repair and condition.

Your Committee is advised that the District will be responsible for the operation and maintenance of the Vehicles and supply all other equipment and supplies in order to perform the fire protection services, as required under the Agreement.

Your Committee is further advised that the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)iii thereof, which exempts transactions or contracts with the United States of America, any State, and any political subdivision, agency or instrumentality thereof.

In addition, the Planning Department has advised that based on its review, the proposed Agreement may be classified as a "Type II" action under the State Environmental Quality

Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Type II actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.


Dated: May 18th, 2026
White Plains, New York


Zoe W
Debra Jodi

Ant Nash
Judy

Judith Holstein (ES)

Deaf. Billiane John


Debra Jodi
Zoe W
Margaret Curcio (PE)
Celia

COMMITTEE ON

K:SJC 4/8/2026

Budget & Appropriations

Public Safety & Veterans

Dated: May 18, 2026
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget & Appropriations

A handwritten signature in black ink, appearing to read "M. L. Williams" or similar, written in a cursive style.

FISCAL IMPACT STATEMENT

SUBJECT: Pound Ridge Fire District 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 TBD

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 165_42_1100_1100_4310 - for concrete pad and materials to connect to electricity
165_42_4350_4350_4200 annual upkeep and electricity -approximately \$2K per year

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An act authorizing the County of Westchester to enter into an inter-municipal agreement with the Pound Ridge Fire District for the provision of fire protection services, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

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: April 23, 2026

Reviewed By: 

PH
Budget Director

Date: 4/23/26

TO: Sean Curtin, Assistant County Attorney
Department of Law

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



DATE: April 23, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR WARD POUND
RIDGE RESERVATION FIRE PROTECTION SERVICES**

PROJECT/ACTION: Agreement with Pound Ridge Fire District pursuant to which the District will provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation, which lies within the boundaries of the Town of Lewisboro, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029. The County's prior agreement with the District for these services expired on December 31, 2024. In consideration for the fire suppression services to be provided by the District under the proposed Agreement, the County will install and maintain a storage facility with electricity for use by the District. This will replace a license agreement with the District, which also expired on December 31, 2024, that provided space on the Reservation for the District to maintain a trailer and an all-terrain vehicle at the park. The proposed storage facility will be a single-story shed, approximately 24 ft wide x 20 ft long, that will be located at an existing campsite parking area on the north side of Reservation Road, east of Kimberly Bridge, in the same vicinity where the District trailer and vehicle were licensed to locate.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;
- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.

Comments: The provision of fire protection services, alone, would not be an action that would be subject to SEQR. The proposed improvements, however, have been identified as a Type II action. It is noted that the proposed storage facility will be located within existing disturbed area and will

not require any tree removals and that the electricity will be supplied by tapping into an existing underground electrical line running across the parking area from the residence located east of the parking area to the restroom located on the west side of the parking area. As such, the proposed improvements will result in no additional impact on the environment.

DSK/cnm

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Susan Spear, Department of Emergency Services
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2026 – _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Pound Ridge Fire District for the provision of fire protection services, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

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

Section 1. The County of Westchester (“County”), acting by and through its Departments of Emergency Services and Parks, Recreation and Conservation, is hereby authorized to enter inter-municipal agreement (“Agreement”) with the Pound Ridge Fire District (“District”), pursuant to which the District shall provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation (“Property”), which lies within the boundaries of the Town of Lewisboro, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

§2. In consideration for the fire suppression services to be provided by the District, the County shall, at its own cost and expense, install and maintain a storage facility, with the height, dimensions and specifications designated by the County (“Storage Facility”) in a location at the Property designated by the County near the Kimberly Bridge, to be used by the District for the pre-positioning and storage of its trailer, an all-terrain vehicle or any other vehicle approved by the County (“Vehicles”).

§3. The County shall also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility and shall maintain the Storage Facility in good repair and condition.

§4. The District shall be responsible for the operation and maintenance of the Vehicles and supply all other equipment and supplies in order to perform the fire protection services, as required under the Agreement.

§5. 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.

§6. This Act shall take effect immediately.

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THIS AGREEMENT (“Agreement”), made _____, 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

THE POUND RIDGE FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 80 Westchester Avenue, PO Box 468, Pound Ridge, NY 10576 (hereinafter referred to as the “Fire District” or “District”)

WITNESSETH:

WHEREAS, the County owns certain real property commonly known as the Ward Pound Ridge Reservation, which consists of over 4,000 acres located off of Route 121, in the Town of Lewisboro, County of Westchester; and

WHEREAS, since 1992 the District has provided fire protection services to the County facilities located in the northern portion of the Ward Pound Ridge Reservation which lies outside the coverage area of the District; and

WHEREAS, the County, in support of the fire protect services, entered into a license agreement with the District, dated on or about October 18, 2019, whereby the County granted the District a license to utilize certain space at the Ward Pound Ridge Reservation for the installation, operation and maintenance of its trailer and all-terrain vehicle, for a term commencing on or about October 18, 2019 and expiring on December 31, 2024; and

WHEREAS, the County entered into a separate agreement, dated February 26, 2020, with the District, for the continued provision of fire protection services to the County, for a term commencing on January 1, 2020 and expiring on December 31, 2024; and

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WHEREAS the parties now desire to have one agreement in place that covers both concepts of the prior expired agreements, namely fire protection services and a license.

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

FIRST: The County, acting by and through its Department of Emergency Services (the "Department"), desires to enter into this Agreement wherein the District will provide fire protection services (the "Services") to the County for the property located in the northern portion of Ward Pound Ridge Reservation which lies within the boundaries of the Town of Lewisboro located in the County of Westchester ("Property") outside the coverage area of the District. A map showing the location of the northern portion of the Property is attached hereto as Schedule "A" and made a part hereof.

The Services shall be provided to the County in the same manner and degree and in accordance with all rules, regulations and standards applicable to any property located within the boundaries of the District.

SECOND: The term of this Agreement shall commence retroactively on January 1, 2025 ("Commencement Date") and terminate on December 31, 2029, (the "Term"), unless terminated sooner as hereinafter provided.

THIRD: In consideration for the Services to be performed by the District pursuant to this Agreement, the County shall, at its sole cost and expense, install and maintain a storage facility with the height, dimensions and specifications designated by the County, in a location at the Property approved by the County near the Kimberly Bridge, as more particularly shown on Schedule "B" (the "Storage Facility") which is attached hereto and made a part hereof. The County shall also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility, and be responsible for the payment of all utility costs associated therewith.. The District, in order to carry out the Services, shall be responsible for the operation and maintenance of its trailer, an all-terrain vehicle or other vehicle previously approved for storage at the Storage Facility by the County ("Vehicles"). No Vehicles, shall be stored at the Storage Facility or elsewhere on the Property, without the prior

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approval of the Commissioner of the Department or his/her authorized designee (the "Commissioner"), who shall consult with a representative of the District prior to making a final determination. The District will also supply all other equipment and supplies (hereinafter, together with the Vehicles, collectively referred to as the "Fire District Equipment"),

The Storage Facility shall be used by the District to pre-position and store the Fire District Equipment in order to perform the Services for the primary benefit of the County and for no other purpose.

FOURTH: The County shall maintain the Storage Facility in good repair and condition. The County shall also keep the area immediately surrounding the Storage Facility clear of any obstructions that limit the Fire District's access to the Storage Facility and the operation of the Fire District Equipment. The Fire District shall keep the interior of the Storage Facility clean, safe and in good order and condition to the reasonable satisfaction of the Commissioner, except for reasonable wear and tear. The County may conduct regular inspections to ensure that the interior of the Storage Facility is adequately clean, safe and in good order and condition, in compliance with applicable New York State property codes, rules and regulations and only operational Fire District Equipment is stored therein.

The County shall be entitled to enter the Storage Facility for the purpose of inspecting, maintaining and/or making repairs to the Storage Facility. Upon reasonable advance notice from the County, the County may inform the District of any access to the Storage Facility by the County employees, officers or agents within the month prior to such notice.

FIFTH: The Fire District's use and operation of the Fire District Equipment shall be subject to all of the terms, conditions and covenants herein contained, including, without limitation, the following:

- (i) The Fire District shall retain sole ownership of the Fire District Equipment during the Term of this Agreement.
- (ii) The Fire District shall keep the Fire District Equipment inside the Storage Facility and keep the Storage Facility locked at all times, even when the Vehicles are in use.
- (iii) The Fire District shall take all necessary and appropriate measures to ensure that only "Approved" firefighters or operators operate the Vehicles. "Approved" firefighters or operators shall mean those firefighters or operators that are qualified

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to operate the Vehicles, pursuant to the District's policies. The District shall maintain a list of approved Vehicle firefighter operators and shall furnish such lists to the County upon request.

- (iv) Practice sessions for use by the District firefighters of the Vehicles for trail system reconnaissance, must be approved in advance by the Commissioner. The Commissioner reserves the right, in his/her sole discretion, to deny any such request if it is deemed that the use of the Vehicles for said practice sessions would damage oversaturated trails, interfere with the operation of the Property or any public programming occurring thereon.
- (v) While operating a Vehicle on the Property, Fire District personnel shall wear attire that clearly identifies them as affiliated with the Fire District, in order to avoid public confusion regarding the presence and use of the Vehicles on trails.

SIXTH: Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with the Services to be performed during the term of this current agreement.

The Fire District shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Services, unless specific additional charges are expressly permitted under this Agreement.

SEVENTH: The Fire District will notify the Commissioner within forty-eight (48) hours after the call has closed of any call outs or emergency responses that take place on the Property. The Fire District will also provide the Commissioner with copies of State mandated reports of all fire activities within thirty (30) days of their submission to the State, in accordance with and pursuant to applicable state law and/or applicable state and municipal requirements.

EIGHTH: To encourage knowledge of, and familiarity with, the Property, its trails, structures, areas and environs, members of the Fire District and their accompanying family members, shall have free access to the Ward Pound Ridge Reservation and the overnight shelters upon presentation of proper Fire District identification, noting that it will be necessary to display a valid identification card in each vehicle upon arrival. Use of overnight shelters will be scheduled upon the presentation of a valid Fire District identification card and is based on availability. The use of more than one shelter on any given date must be scheduled in advance and subject to the prior approval of the Commissioner. The Commissioner reserves the right, in his/her sole discretion, to deny any such requests made by the Fire District.

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NINTH: In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for twenty (20) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the day after the twenty (20) day cure period. Upon termination, the District shall have no further obligation to provide the Services hereunder.

In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for twenty (20) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the day after the twenty (20) day cure period.

TENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

ELEVENTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

TWELFTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District, including, without limitation, those applicable to the Fire District for the related activities and rescue operations.

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THIRTEENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “C” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof. Furthermore, in addition to and not in limitation of the insurance requirements contained in Schedule “C”, the Fire District agrees that it will maintain insurance on each of the Vehicles throughout the duration of this Agreement. The County, at its sole cost and expense, shall procure and maintain, throughout the term of this Agreement, property insurance for “all risks”, as its interests may appear, on the structure and its improvements to the extent of one hundred percent (100%) of the insurable replacement value. The District, at its sole cost and expense, shall be responsible for insuring its own contents in the structure for their full replacement value.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

with a copy to:

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

To the Fire District:

Pound Ridge Fire District
Attn: Chief
PO Box 468, 80 Westchester Avenue
Pound Ridge, New York 10576

With a copy to:

Pound Ridge Fire District
Attn: Chair of the Board
PO Box 468, 80 Westchester Avenue
Pound Ridge, New York 10576

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Notice shall be effective on the date of receipt.

FIFTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, 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 Fire District 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.

SIXTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the Services described in this Agreement, including but not limited to written reports such as call outs or emergency response reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

SEVENTEENTH: 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 services 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.

EIGHTEENTH: It is expressly understood and agreed that no building, structure, equipment or space is leased to the Fire District, and no greater privilege for the use of the Storage Facility is granted by the County, except as expressly set forth herein. The Fire District's privilege to use and occupy any space assigned to it shall continue only so long as the Fire District shall

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comply with each and every term and condition of this Agreement and the County does not elect to terminate this Agreement earlier.

NINETEENTH: Within twenty (20) days of the expiration or earlier termination of this Agreement, the Fire District shall remove the Fire District Equipment from the Storage Facility.

TWENTIETH: The Fire District shall not do or permit to be done any practice or activity at the Property which may pose a hazard to persons, the Property, or the areas adjoining the Property. The Fire District shall not use, spill, release, or store, or allow others to use, spill, release, or store materials deemed toxic or hazardous by any government agency having jurisdiction over the Property, except that, the Fire District shall be permitted to fill up and store each Vehicle's tank with either gasoline or diesel fuel, and maintain or store up to thirty (30) gallons of fuel, in accordance with and pursuant to the most recent version of the New York State Fire Code, and other state rules and regulations.. The Fire District agrees to fully cooperate with County at all times both during the Term and at termination, in regard to any applicable environmental regulations.

TWENTY-FIRST: 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 assigned, 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.

TWENTY-SECOND: The Fire District assumes all risks of its operations at the Property including all risk of loss in connection with their Fire District Equipment and/or their use of the Storage Facility. It is hereby understood that in no event shall the County be construed to be responsible, as a bailee or otherwise, for any loss or damage to Fire District Equipment. The Fire District expressly releases the County from any and all liability relating to any loss, injury or

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damage which may happen to any person or property of the Fire District, or of the Fire District's employees, invitees, or of persons claiming under the Fire District, while on or about the Property.

TWENTY-THIRD: 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 and any disputes hereunder shall 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 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 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-FOURTH: The County will install a Knox Box on the Fire Tower to assure access by the PRFD.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear, Commissioner
Department of Emergency Services

By: _____
Kathleen M. O'Connor, Commissioner
Department of Parks, Recreation and
Conservation

POUND RIDGE FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the _____ day of _____, 2026 by Act No. 2026 - _____.

Approved:

Assistant County Attorney
The County of Westchester
k/sjc/des/Pound Ridge Fire District CON 136710

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FIRE DISTRICT ACKNOWLEDGMENT

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

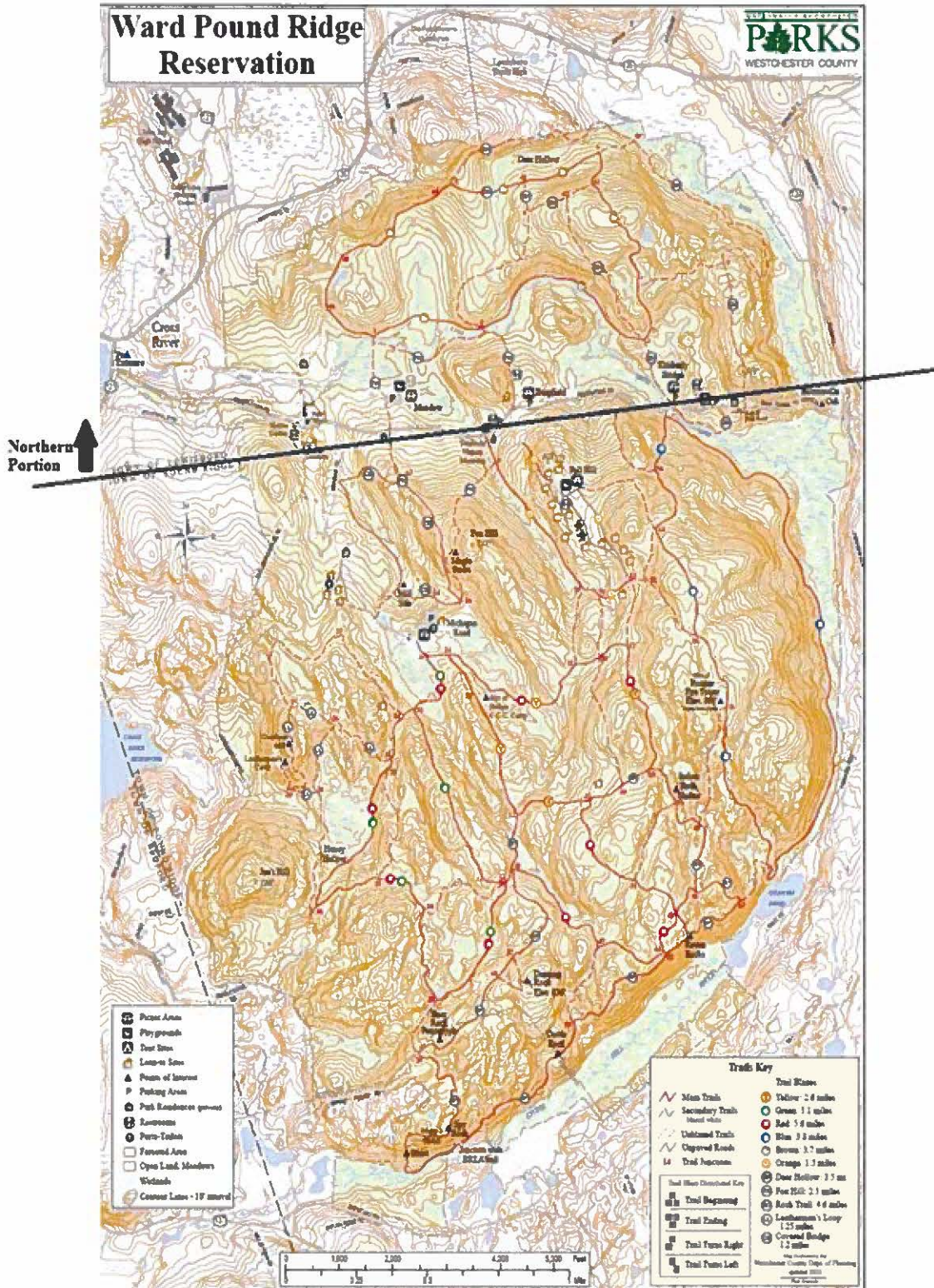
On the _____ day of _____ in the year 2026,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

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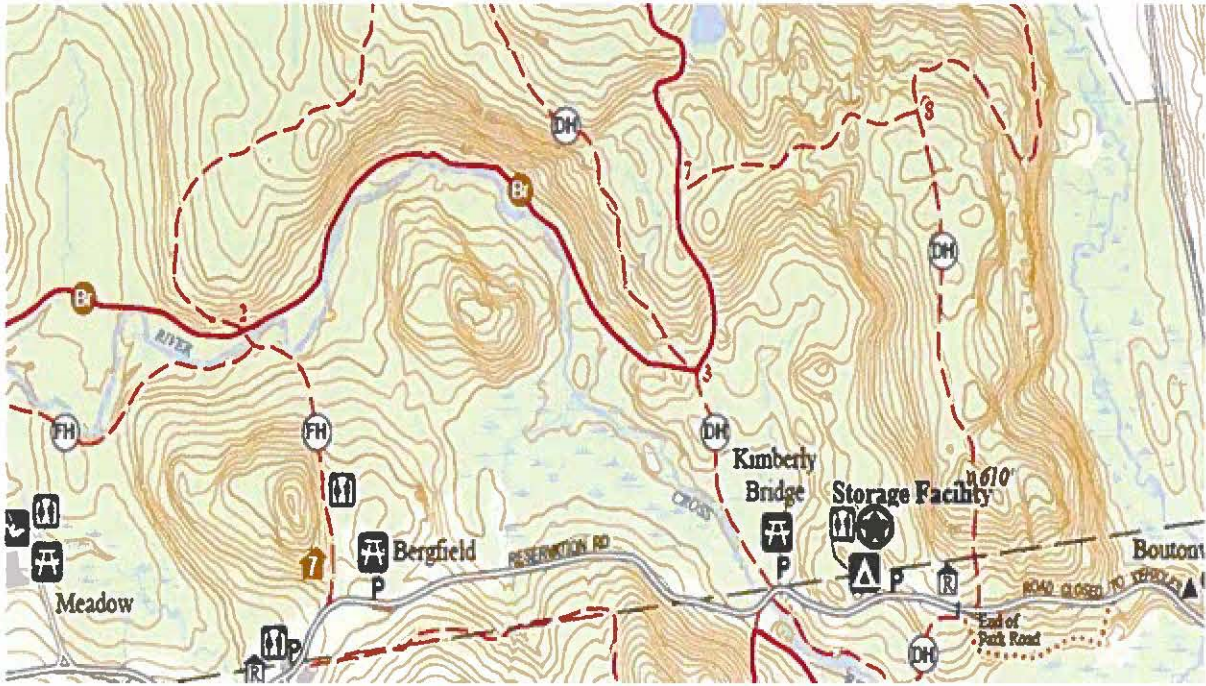
SCHEDULE "A"



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SCHEDULE "B"



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SCHEDULE "C"
STANDARD INSURANCE SCHEDULE
(Ward Pound Ridge Reservation – Inter-Municipal Agreement)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below. Except for the Workers' Compensation coverage required pursuant to Section 2(a) of this Schedule, the Fire District shall obtain the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Fire District shall provide evidence of 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"). All notices shall name the Fire District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director as it relates to the agreed upon terms and conditions of the Agreement, the Fire District 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 of Westchester for approval by the Director. Upon failure of the Fire District 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 Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District concerning indemnification.

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

In the event of any loss, if the Fire District 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 Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Fire District 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 coverage that complies with the New York State Workers' Compensation Law, providing mandatory coverage for paid staff and Volunteer Firefighters' Benefits Law (VFBL) for volunteers injured in the line of duty.
- (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:

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- (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 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. Unless otherwise indicated, all policies of the Fire District 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.

NOTE: The Fire District's Workers' Compensation policy shall not be required to contain the clause set forth in Section 3(a).

(b) 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.

(c) 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 Fire District.

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