

Legislation Meeting Agenda



Committee Chair: Colin Smith

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

Monday, April 4, 2022

1:00 PM

Committee Room

CALL TO ORDER

Meeting Joint with the Committee on Budget & Appropriations

MINUTES APPROVAL

March 28, 2022 at 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

[2022-150](#) **IMA-Enforcing West. Co. For-Hire Vehicle Law-Municipalities**

AN ACT to authorize the County of Westchester to enter into inter-municipal agreements with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law pursuant to which the Municipalities will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Guest: Leandra Eustache, Chairperson/CEO-Westchester County Taxi & Limousine Commission

[2022-118](#) **LEGISLATORS SMITH, BORGIA, PIERCE, GASHI, BOYKIN, BARR, PARKER, WILLIAMS JOHNSON, MAHER, CLEMENTS, SHIMSKY, WOODSON-SAMUELS, TUBIOLO, JOHNSON AND ALVARADO - PH - Salary Range Posting Requirement**

A RESOLUTION setting a Public Hearing on "A LOCAL LAW amending Chapter 700 of the Laws of Westchester County relating to prohibiting employers from posting job listings without minimum and maximum salary information." [Public Hearing set for _____, 2022 at _____ .m.] LOCAL LAW INTRO: 2022-119.

COMMITTEE REFERRAL: COMMITTEE ON LEGISLATION

Guests: John Ravitz, President/COO - Business Council of Westchester; Jay Peltz, General Counsel/SVP of Government Relations, Food Industry Alliance of NY; Tejash Sanchala, Executive Director, Valerie Daniele, Deputy Director, WC Human Rights Commission; Stacey Dolgin-Kmetz-Deputy Chief County Attorney, Jason Whitehead, WC Department of Law

[2022-119](#) **LEGISLATORS SMITH, BORGIA, PIERCE, GASHI, BOYKIN, BARR,**

**PARKER, WILLIAMS JOHNSON, MAHER, CLEMENTS, SHIMSKY,
WOODSON-SAMUELS, TUBIOLO, JOHNSON AND ALVARADO - LL -
Salary Range Posting Requirement**

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II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

March 18, 2022

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 enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("Municipalities"), pursuant to which the Municipalities will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code, and its implementing regulations (the "For-Hire Vehicle Law"). The term of the IMAs will be five (5) years from the date of execution thereof.

The Municipalities will assist the County by having their police officers, or other public servants of the Municipalities authorized by state or local law to issue and serve summonses and notices of hearing (referred to herein as "Appearance Tickets"), issue Appearance Tickets to any person, partnership, corporation, or other entity violating the For-Hire Vehicle Law. The County will prosecute, hear and determine the Appearance Tickets issued by the Municipalities in accordance with the terms of the IMA and the For-Hire Vehicle Law.

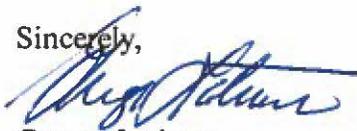
For the services rendered by the Municipalities under the IMAs, the Municipalities will be paid a fee equal to sixty percent (60%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipality pursuant to the terms of the IMA.

It should be noted that since 2011, your Honorable Board has approved a series of acts authorizing the County to enter into IMAs with local Municipalities to assist the County in enforcing the For-Hire Vehicle Law. Until now, these acts have authorized the County to pay the Municipalities a fee equal to only twenty-five percent (25%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipalities. I have been advised that the current 75/25 revenue split in favor of the County has deterred municipalities from participating in this program, thus resulting in reduced enforcement of the law, as well as lost revenue to the County. I have been further advised that after a thorough review of this issue by my office, in consultation with the Department of Public Safety Services, a determination has been made to change the revenue sharing split from the current 75/25 in favor of the County, to 60/40 in favor of the municipalities. It is believed that this change will incentivize more municipalities to participate in the program, thus increasing enforcement coverage, as well as bringing more revenue into the County.

The Planning Department has advised that the proposed IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I strongly urge your adoption of the attached legislation because it will expand the scope of the County's enforcement of the For-Hire Vehicle Law and its rules and regulations.

Sincerely,



George Latimer
County Executive

GL/TAG/LE/jpg
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act by which your Honorable Board would authorize the County of Westchester (the "County") to enter into inter-municipal agreements (the "IMAs") with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("Municipalities"), pursuant to which the Municipalities will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code, and its implementing regulations (the "For-Hire Vehicle Law"). The term of the IMA will be five (5) years from the date of execution thereof.

Your Committee is advised that the Municipalities will assist the County by having their police officers, or other public servants of the Municipalities authorized by state or local law to issue and serve summonses and notices of hearing (referred to herein as "Appearance Tickets"), issue Appearance Tickets to any person, partnership, corporation, or other entity violating the For-Hire Vehicle Law. The County will prosecute, hear and determine the Appearance Tickets issued by the Municipalities in accordance with the terms of the IMA and the For-Hire Vehicle Law.

For the services rendered by the Municipalities under the IMAs, the Municipalities will be paid a fee equal to sixty percent (60%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipalities pursuant to the terms of the IMAs.

Your Committee notes that since 2011, your Honorable Board has approved a series of acts authorizing the County to enter into IMAs with local Municipalities to assist the County in enforcing the For-Hire Vehicle Law. Until now, these acts have authorized the County to pay the Municipalities a fee equal to only twenty-five percent (25%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipalities. Your Committee is advised that the current 75/25 revenue split in favor of the County has deterred

municipalities from participating in this program, thus resulting in reduced enforcement of the law, as well as lost revenue to the County.

Your Committee is further advised that after a thorough review of this issue by the County Executive's Office, in consultation with the Department of Public Safety Services, a determination has been made to change the revenue sharing split from the current 75/25 in favor of the County, to 60/40 in favor of the municipalities. It is believed that this change will incentivize more municipalities to participate in the program, thus increasing enforcement coverage as well as bringing more revenue into the County.

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

Your Committee strongly urges your adoption of the attached legislation because it will expand the scope of the County's enforcement of the For-Hire Vehicle Law and its rules and regulations.

Dated _____, 2022
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: TLC Share Fine Revenue

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 _____

Total Current Year Revenue TBD

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

Additional Appropriations

Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses:

Annual Amount TBD

Describe: _____

Potential Related Operating Budget Revenues:

Annual Amount TBD

Describe: It will be difficult to ascertain an accurate fiscal impact at this time.

The fiscal impact will be revisited when more data is available.

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

Current Year: _____

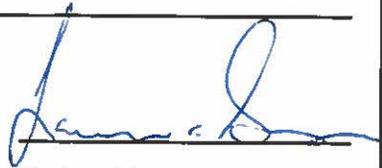
Next Four Years: _____

Prepared by: Larry Soule

Title: Budget Director

Department: Budget

Date: March 14, 2022

Reviewed By: 

Budget Director

Date: _____

3/14/2022

AN ACT to authorize the County of Westchester to enter into inter-municipal agreements with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law pursuant to which the Municipalities will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code.

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 inter-municipal agreements (“IMAs”) with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law (“Municipalities”) pursuant to which the Municipalities will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code (the “For-Hire Vehicle Law”). The Municipalities will assist the County by having their police officers, or other public servants of the Municipalities authorized by state or local law to issue and serve summonses and notices of hearing (referred to herein as “Appearance Tickets”), issue Appearance Tickets to any person, partnership, corporation, or other entity violating the For-Hire Vehicle Law. The County will prosecute, hear and determine the Appearance Tickets issued by the Municipalities in accordance with the terms of the IMA and the For-Hire Vehicle Law.

§2. The term of the IMAs shall be five (5) years from the date of execution thereof. For the services rendered by the Municipalities under the IMAs, the Municipalities will be paid a fee equal to sixty percent (60%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipalities.

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

§4. This Act shall take effect immediately.

THIS AGREEMENT made this _____ day of _____, 2022 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
municipal corporation of the State of New York, having an office and principal place of business at _____

(hereinafter referred to as the “Municipality”)

WITNESSETH:

WHEREAS, the County by Local Law No. 9-1998 added Chapter 270 to the Laws of Westchester County, and

WHEREAS, Local Law No. 9-1998 regulates the business of transporting passengers in for-hire vehicles in Westchester County, including the licensing of for-hire vehicles, drivers and base stations by the Westchester County Taxi and Limousine Commission (the “Commission”), and

WHEREAS, Local Law No. 9-1998 provides for the enforcement of the Local Law through an administrative hearing process (Local Law No. 9-1998 §§ 270.117 – 270.124) whereby the Commission issues a summons and complaint; an Administrative Law Judge hears the proceeding, conducts a hearing, and issues Findings and Recommendations to the Commission; and the Commission renders a decision, and

WHEREAS, section 270.117 of Local Law No. 9-1998 authorizes the Commission or its designee to issue summonses and notices to any one alleged to have violated the Local Law, and

WHEREAS, the Commission has established rules and regulations implementing Local Law No. 9-1998 with respect to “For-Hire” vehicles, and

WHEREAS, in accordance with section 800.02 of the rules and regulations implementing Local Law No. 9-1998, as amended, the Commission designated officers of any local police jurisdiction within Westchester County, or other public servants of a municipality authorized by state or local law to issue and serve summonses and notices of hearing, to enforce the Local Law through the issuance of a “Summons and Notice of Hearing” (referred to herein as “Appearance Tickets”) thereunder, and

WHEREAS, it is the desire of the parties to enter into this Agreement to set forth the terms by which the Municipality will assist the County in enforcing Local Law No. 9-1998 and the rules and regulations promulgated thereto within the Municipality’s jurisdiction.

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

Section 1. **Enforcement.**

a. Whenever the Municipality has reason to believe that a person, partnership, corporation or other entity as provided for in the Local Law is in violation of

any provision of the Local Law, the Municipality may commence an appropriate enforcement action by issuing an Appearance Ticket to the alleged violator in accordance with the terms of this Agreement and the terms of the Local Law. A copy of the Local Law is attached hereto and made a part hereof as Schedule "A". A copy of the rules and regulations promulgated pursuant to the Local Law are incorporated herein by reference. The Local Law and rules and regulations promulgated thereto may be duly amended by the County from time to time. The Commission shall give the Municipality written notice of any amendments to the Local Law and the regulations promulgated pursuant to the Local Law. The Municipality shall enforce the Local Law and rules and regulations promulgated thereto as duly amended by the County. Any reference herein to the "Local Law" includes the rules and regulations promulgated thereto.

b. The terms of this Agreement shall only apply to the Municipality's issuance of Appearance Tickets within its jurisdiction as provided for herein.

c. The Municipality shall enforce the Local Law only with police officers as defined herein, or with public servants other than police officers, as defined herein, who are authorized by the state or local law to issue Appearance Tickets. A "police officer" shall mean a police officer as defined by New York State Criminal Procedure Law section 1.20(34) who is employed by that Municipality as a police officer capable of and not restricted from performing any of his or her duties; not suspended, under charges of misconduct, injured or not otherwise restricted from issuing appearance tickets for the Municipality; and has received the training provided for in section 5 of this Agreement. A "public servant" shall mean any employee of the Municipality who is authorized by state or local law to issue and serve Appearance Tickets, capable of and not

restricted from performing any of his or her duties; not suspended, under charges of misconduct, injured or not otherwise restricted from issuing appearance tickets for the Municipality; and has received the training provided for in section 5 of this Agreement.

d. The County shall provide the Municipality with Appearance Ticket forms to be used by the Municipality in enforcing the Local Law. The Municipality shall have each police officer or other public servant issue the Appearance Tickets in sequential order.

e. The County will provide the Municipality with a list of the hearing dates that may be written on the Appearance Tickets. At the time of issuance, the Municipality shall write on the Appearance Ticket a hearing date that is on the County's list and at least three weeks in advance of the date the Appearance Ticket is being issued by the Municipality.

f. Notwithstanding section 273.51 of the Laws of Westchester County, but rather in accordance with the Local Law, the County shall enforce, prosecute, hear and determine all Appearance Tickets issued hereunder pursuant to the terms of the Local Law and shall handle such tickets as in its discretion it deems appropriate. The collection of unpaid penalties and the resolution of such tickets also shall be handled by the County as in its discretion it deems appropriate.

g. Nothing in this Agreement is intended to restrict or diminish the authority of the County to initiate or cause to be initiated actions for violations of the Local Law through the issuance of Appearance Tickets or otherwise anywhere within the County, including, without limitation, within the jurisdiction of the Municipality.

h. Pursuant to the terms of this Agreement, the Municipality's obligation to enforce the Local Law is discretionary.

i. Either party may notify the other party when they have reason to believe a person, partnership, corporation or other entity is in violation of the Local Law. Such notice, however, shall not prohibit the notifying party from taking appropriate enforcement action with respect to such violation within the terms of this Agreement.

j. Whenever the Municipality initiates an enforcement action hereunder, the Municipality shall provide reasonable assistance to the County in enforcing and prosecuting the action, including, without limitation, the following:

(i) at the request of the County, providing access to and copies of all evidence of any form and all records, data and recordings of any nature compiled by the Municipality concerning the Appearance Ticket, including without limitation, notes, reports, drawings, negatives of photographs, computer printouts, video or audio recordings, computer data or diskettes, any digitized information, electronic records or readings and any other kind of records, data, recordings or form of evidence.

(ii) at the request of the County, appearing as a witness in the County's enforcement action and hearing.

Section 2. **Maintenance of Data.**

All records created or compiled by the Municipality in performing the services described in this Agreement shall be retained (i) as provided for in section 57.25 the Local Governments Records Law (Article 57-A of the Arts and Cultural Affairs Law) and the applicable New York State Department of Education Records Retention and

Disposition Schedule for the Municipality or (ii) for at least two (2) years after termination of this Agreement, which ever is longer.

Section 3. **Reporting.**

a. Upon the issuance of an Appearance Ticket, the Municipality shall give the top, original copy to the alleged violator and the second copy to the County as provided for in subdivision (b). The last or third carbon copy shall be retained by the Municipality as provided for in section 2 of this Agreement.

b. The County and the Municipality agree to establish a mechanism for the delivery of copies of Appearance Tickets to the County on a weekly basis. The particulars of such delivery system shall be reduced to writing by the parties prior to the Effective Date

c. The County shall provide the Municipality with quarterly progress reports, which shall include the following:

- (i) a list of all Appearance Tickets issued by the Municipality under this Agreement for the quarter, listed in sequential order,
- (ii) the name of the police officer or other public servant who issued the Appearance Ticket,
- (iii) the section of the Local Law violated, and
- (iv) any other reasonable information requested by the County.

d. Each Appearance Ticket shall continue to be listed on the County's quarterly progress report until it is resolved in accordance with the terms of this Agreement.

e. The quarterly progress reports shall be submitted every three (3) months after the Effective Date and continue every three (3) months thereafter.

f. The County and the Municipality agree to establish a mechanism for the delivery of quarterly reports to the Municipality. The particulars of such delivery system shall be reduced to writing by the parties prior to the Effective Date.

Section 4. **Fee.**

a. For the services rendered pursuant to this Agreement, the Municipality shall be paid a quarterly fee equal to sixty percent (60%) of the total penalties collected by the County from the enforcement of the Appearance Tickets issued by the Municipality under the terms of this Agreement for each particular quarter (the “fee”).

b. No payment shall be made by the County to the Municipality for out of pocket expense or disbursements made in connection with the services rendered hereunder.

c. The fee shall be paid quarterly upon the submission by the Municipality of a payment voucher as provided for in section 8 of this Agreement.

Section 5. **Training.**

a. The County shall train the Municipality on how to enforce the Local Law by (i) providing the Municipality with copies of the Local Law and educational materials and (ii) training a police officer or other public servant from the Municipality on how to enforce the Local Law (“local police officer or other public servant”). The local police officer or other local public servant, after being trained by the

County, shall train all other police officers or other public servants from the Municipality on how to enforce the Local Law as instructed by the County. This training may include, but is not limited to, having the local police officer or other local public servant ride with a County police officer for the purpose of training.

b. The Municipality shall distribute the Local Law and the educational materials to all of its police officers and other public servants authorized to enforce the Local Law, including any such person who is hired by the Municipality during the term of this Agreement, prior to the police officer or other public servant enforcing the Local Law under the terms of this Agreement.

c. The Municipality shall ensure that every police officer or other public servant, including those defined in section 5(a) of this Agreement, participates in and receives the training as provided for herein prior to enforcing the Local Law.

Section 6. **Cooperation.**

a. The parties shall cooperate with each other in performing their respective obligations under this Agreement.

b. Each party shall provide the other party with all documentation, reports and information which the other party reasonable requests in order to fulfill its obligations under this Agreement.

c. The Municipality shall designate a liaison to communicate with and meet the Commissioner of Public Safety (the "Commissioner") or his designee on an as needed basis regarding the coordination of police services under this Agreement.

Section 7. **Notices.**

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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment 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 shall be effective on the date of receipt.

To the County:

Commissioner
Westchester County Department of Public Safety
Westchester County Police
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

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

To the Municipality:

Section 8. **Payment Vouchers.**

a. The Municipality may request payment from the County quarterly as provided for herein by submitting a properly executed Payment Voucher of the County.

b. The Payment Vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

c. The Municipality shall attach to the invoice the County's quarterly progress report showing the fee owed to the Municipality for the quarter.

d. The Municipality shall attach to the invoices copies of any other back-up documentation reasonably requested by the County to substantiate the fee to be paid to the Municipality.

e. The Payment Voucher shall be paid only after approval of the Commissioner.

Section 9. **Back-Up Documentation.**

a. The Municipality shall maintain accurate and complete records and back-up documentation detailing the services provided by the Municipality under this Agreement and shall maintain such documents as provided for in section 2 of this Agreement and shall allow the County access thereto for inspection and photocopying at all reasonable times.

b. The Agreement and the documents concerning the services provided hereunder are subject to audit by the County, and the Municipality agrees to cooperate with any such audit.

Section 10. **Effective Date and Term of Agreement.**

a. This Agreement shall not take effect until signed by all parties, approved by the Town/Village/City Attorney and approved by the Office of the Westchester County Attorney (the "Effective Date").

b. This Agreement shall terminate five (5) years after the Effective Date.

Section 11. **Termination.**

a. Either party may terminate this Agreement on ten (10) days written notice to the other party whenever it deems it to be in its best interest. In such an event,

(i) the Municipality shall return all unused Appearance Tickets to the County,

(ii) the Municipality shall be compensated and the County shall be liable only for services rendered prior to the effective date of termination pursuant to the terms of this Agreement,

(iii) the Municipality shall assist the County in enforcing and prosecuting Appearance Tickets issued prior to the effective date of termination until such tickets are resolved, and

(iv) the County will continue to issue the quarterly progress report to the Municipality until all Appearance Tickets issued prior to termination are resolved.

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. The Municipality shall return all unused Appearance Tickets to the County.

c. In the event the Municipality 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 forty-eight (48) hours after service on the County of written notice thereof, the Municipality, in addition to any other right or remedy it might have, may terminate this Agreement. The Municipality shall return all unused Appearance Tickets to the County.

d. Notice hereunder shall be effective on the date of mailing.

Section 12. **Insurance and Indemnification.**

The Municipality agrees with and shall be subject to the Insurance Requirements contained in Schedule "B", which is attached hereto and forms a part of this Agreement. 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 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.

The County represents to the Municipality that it is a self-insured entity and shall provide the Municipality with written proof of same from its risk management office. In addition, the County agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Municipality, the County shall indemnify and hold harmless the Municipality, 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 County 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.

Section 13. **No Third Party Beneficiary.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

Section 14. **Employees.**

a. The Municipality and the County agree that the Municipality and its officers and employees are independent contractors and not employees of the County or any department, agency, or unit of the County. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the

Municipality nor its officers or employees will hold themselves out as, nor claim to be, officers or employees of the County or of any department, agency, or unit thereof.

b. Nothing in the Agreement shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Municipality, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant or agent of the Municipality for the payment of taxes of any nature, including, but not limited to, sales tax, unemployment insurance, workmen's fee, disability benefits or social security.

Section 15. **Compliance with Law.**

a. The Municipality shall comply with all laws applicable to its performance under this Agreement, including, without limitation, the Local Law.

b. Without limiting the foregoing, the Municipality represents and warrants that, pursuant to applicable provisions of law, including but not limited to section 39 of the Town Law or section 8-802 of the Village Law, it has authorized its police agency to enforce the Local Law pursuant to the terms of this Agreement.

c. The Municipality shall comply with all directives of the Commissioner regarding the enforcement of the Local Law, including, without limitation, any directive suspending enforcement of the Local Law until further notice by the Commissioner.

Section 16. **Non-Discrimination.**

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.

Section 17. **Entire Agreement, Amendment and Assignment.**

- a. 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.
- b. This Agreement may only be modified or terminated by the County upon the recommendation of the County Executive and subsequent approval by the Board of Legislators of the County of Westchester.
- c. This Agreement 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.
- d. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any rights or responsibility under this Agreement without the prior express written consent of the County and without the County approving the subcontract agreement to be entered into between the subcontractor and Municipality. Such consent and subcontract shall not create any relationship between the County and the subcontractor. All services performed by an approved subcontractor shall be deemed work performed by the Municipality.

e. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and shall be heard in a court of competent jurisdiction of the State of New York in Westchester County.

Section 18. **Headings.**

The headings are for references purposes only.

Section 19. **No Waiver.**

a. The failure of either party 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 for the future of such term or condition, but the same shall remain in full force and effect.

b. Acceptance by the County of any services 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.

Section 20. **Singular/Plural.**

Any reference herein to the singular tense of a word shall include the plural tense of the word, and any reference herein to the plural tense of a word shall include the singular tense of the word.

Section 21. **Counterparts.**

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.

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

THE COUNTY OF WESTCHESTER

By: _____
Commissioner
Department of Public Safety

THE MUNICIPALITY

By _____
(Name and Title)

Approved by the _____ Board of the _____ of _____
on the ____ day of _____, 2022.

Approved by the Westchester County Board of Legislators on the ____ day of _____,
2022 by Act No. 2022 - _____.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution

SAssistant County Attorney
The County of Westchester
K:jpg/bol/ BOL Shared Fine Revenue

Attorney
of _____

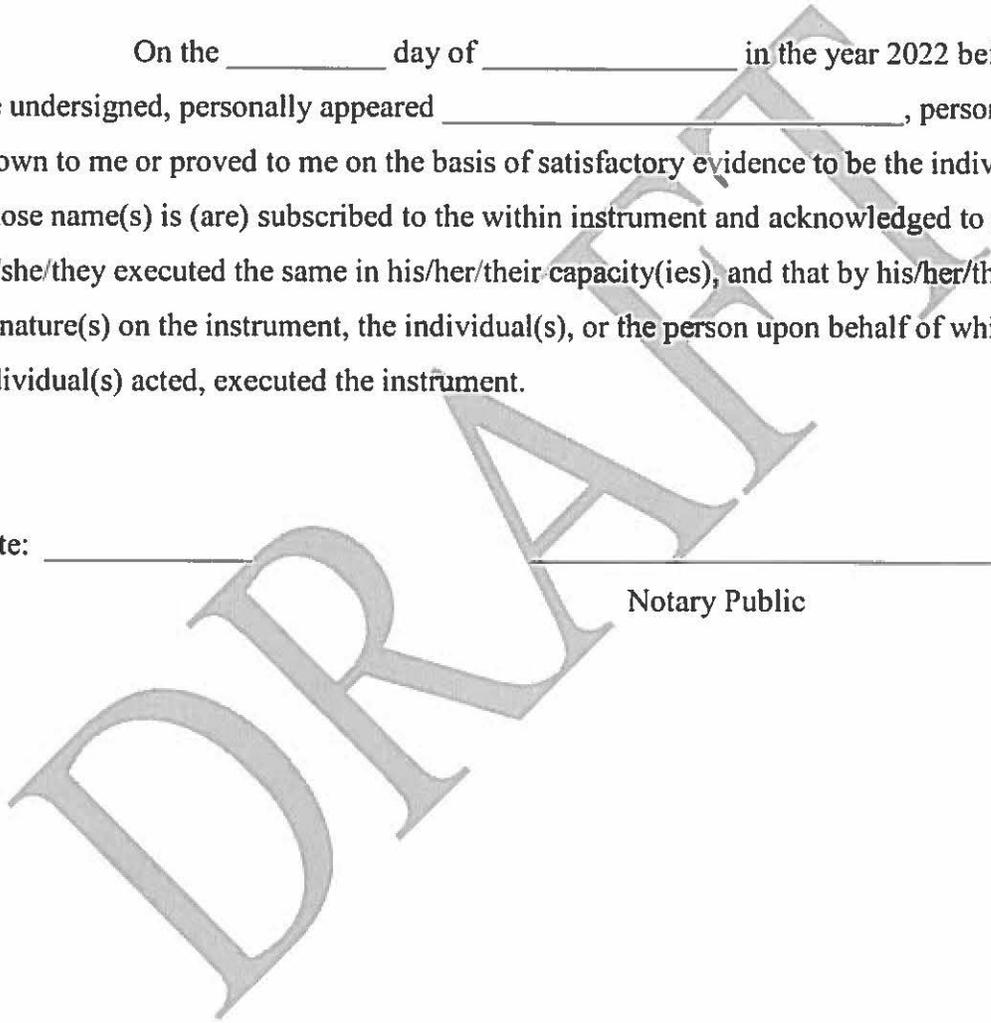
ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 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
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York
Business Corporation 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 governing body, 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 2022 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 officer 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"

CHAPTER 270, FOR-HIRE VEHICLES

Sec. 270.100. Legislative intent.

It is hereby declared that the business of transporting passengers in for-hire vehicles in the County of Westchester is a vital and integral part of the transportation system of the county and therefore must be supervised, regulated and controlled by the county to protect the health, safety and welfare of its residents.

(Added by L.L. No. 9-1998)

Sec. 270.101. Scope.

This chapter shall apply to all for-hire vehicles providing transportation within the County of Westchester. This chapter shall not apply to taxicabs, buses or wheelchair accessible vehicles. In addition, this chapter shall not apply to for-hire vehicles which are licensed by a local municipality that regulates for-hire vehicles and which operate exclusively within that local municipality.

(Added by L.L. No. 9-1998)

Sec. 270.102. Definitions.

1. **Affiliated driver.** An affiliated driver is a person who drives a for-hire vehicle and who is licensed by the commission.
2. **Affiliated vehicle.** An affiliated vehicle is any for-hire vehicle which is licensed by the commission to be dispatched by a particular base station.
3. **Base station owner.** A base station owner is any individual, partnership, corporation or any other entity licensed by the commission to own and operate a base station.
4. **Base station.** A base station is a central facility which dispatches affiliated vehicles licensed by the commission.
5. **Chairperson.** Chairperson means the Chairperson of the Westchester County Taxi and Limousine Commission.

6. Commission. Commission means the Westchester County Taxi and Limousine Commission.
7. Decal. A decal is a sticker issued by the commission evidencing a for-hire vehicle permit.
8. Dispatch. A dispatch is an instruction to an affiliated driver by a base station to provide transportation to a passenger who has previously arranged for such transportation with the base station.
9. For-hire vehicle. A for-hire vehicle is any motor vehicle used to transport less than twenty (20) passengers who will be required to pay for such transportation. A for-hire vehicle shall not include taxicabs, buses, wheelchair accessible vans or funeral cars.
- 9-a. Funeral car. A funeral car is a motor vehicle operated solely for the purpose of carrying passengers from a specific location to a funeral parlor or cemetery and the return of such passengers to a specific location.
10. For-hire vehicle permit. A for-hire vehicle permit is a permit issued by the commission to the owner of a for-hire vehicle to allow such vehicle to be dispatched by a base station.
11. Mailing address. Mailing address means the address designated for the mailing of all notices and correspondence from the commission and for service of summonses. In the case of the base station, it shall be the base station address. In the case of the driver, it shall be the home address of the driver. In the case of the owner of a for-hire vehicle, it shall be the home or business address of the owner.
12. Passenger. A passenger is a person who is being transported by a for-hire vehicle, or a person who is awaiting the arrival of a for-hire vehicle.
13. Police officer. A police officer is any person described as such in New York State Criminal Procedure Law Section 1.20(34).
14. Taxicab. A taxicab is a motor vehicle registered with the New York State Department of Motor Vehicles as a "Taxi" and bearing a "Taxi" license plate that carries no more than five (5) passengers in Westchester County who will be charged for such transportation and that is licensed as a taxicab by either a local municipality within Westchester County or by the commission.
15. Vehicle owner. A vehicle owner is an individual, partnership, corporation or any other entity in whose name a vehicle is titled. For purposes of these rules, the term shall also apply to the lessee of the vehicle from the titled owner.

16. **Weapon.** A weapon is any firearm, electronic dart gun, gravity knife, switchblade knife, razor blade, boxcutter, cane sword, billy, black-jack, bludgeon, metal knuckles, chuka stick, sandstick, slingshot or any other instrument, real or simulated, which is capable of inflicting or threatening bodily harm.

17. **Wheelchair accessible vehicle.** A wheelchair accessible vehicle is a vehicle which is utilized exclusively for the purpose of transporting persons in wheelchairs.

(Added by L.L. No. 9-1998; L.L. 18-2002; L.L. No. 15-2004, § 1)

Sec. 270.103. Powers and duties of the commission.

The board shall have the following powers and duties:

1. To hold at least one meeting each month. Other meetings may be held as necessary for the efficient discharge of the business of the commission;
2. To examine the qualifications and fitness of applicants for permits or licenses under this chapter;
3. To approve the issuance of permits or licenses to applicants who possess the requisite qualifications in accordance with this chapter;
4. To issue permits or licenses as approved by the commission and signed by the Chairperson of the commission;
5. To number all permits and licenses in the order in which they are issued;
6. To accept formal complaints from local municipalities and private individuals;
7. To suspend or revoke licenses or permits for cause as provided in this chapter;
8. To conduct investigations or cause investigations to be conducted, regarding any application, complaint or alleged violation of this chapter;
9. To subpoena witnesses and records relating to compliance with this chapter;
10. To impose and collect fines for violations of this chapter;
11. To keep records of all its meetings and proceedings and of all licenses and permits issued, suspended or revoked by it, and to make such records available for public inspection;
12. To establish rules and regulations as may be necessary to effectuate the provisions of this chapter;
13. To prepare a manual of all its rules and regulations and to furnish copies thereof to persons desiring the same upon payment of a fee of \$0.25 per page;

14. To enter into a contract with the New York State Division of Criminal Justice Services in order to effectuate the provisions of this chapter relating to fingerprinting and criminal background checks;

15. To enter into agreements regarding reciprocity as may be necessary to effectuate the provisions of this chapter, subject to any other provisions of law.

(Added by L.L. No. 9-1998)

Sec. 270.104. Permits and licenses; generally.

1. All applications for a permit or license pursuant to this chapter must be completed in a manner authorized by the commission.
2. A permit or license issued to a new applicant shall expire one year subsequent to the last day of the month in which such application was made for the permit or license.
3. A permit or license issued to a renewing applicant shall expire one year from the date on which the previous permit or license expired.
4. A renewing applicant must file a completed application on or before the expiration date of the permit or license unless:
 - a. The commission, in its discretion, permits a late filing; and
 - b. The applicant pays an additional fee to be determined by the commission.
5. The fee for an original permit or license or a renewal thereof shall be paid at the time of filing the application and shall not be refunded in the event of a disapproval of the application. The amount of the fee will be determined by the commission.
6. An applicant must pay an additional fee for each permit or license issued to replace a current license or amend a permit or license. The amount of such additional fee will be determined by the commission.

(Added by L.L. No. 9-1998)

Sec. 270.105. Application for an affiliated driver's license.

An app the commission, the County of Westchester, or any department thereof, by leaving a copy with any person located at the address designated in his or her application.

(Added by L.L. No. 9-1998)

Sec. 270.106. Conduct of affiliated drivers.

An affiliated driver must:

1. Immediately surrender his or her affiliated driver's license to the commission upon the restriction, suspension or revocation of his chauffeur's license;
2. Notify the commission of the loss or theft of his affiliated driver's license within 24 hours, exclusive of holidays and weekends;
3. Not alter, deface, mutilate, or obliterate any portion of his or her affiliated driver's license or the attached photograph;
4. Immediately surrender his or her affiliated driver's license to the commission if said license is unreadable or otherwise unrecognizable, and replace said license;
5. Not enable another person to use his or her affiliated driver's license;
6. Immediately inform the commission when convicted of any crime and must supply the commission with a certified copy of the Certificate of Disposition issued by the Clerk of the Court;
7. Upon filing for Workers' Compensation benefits, submit the affiliated driver's license to the commission and cease driving a for-hire vehicle, for so long as the driver claims a disability that prevents the driver from operating a vehicle for-hire. Such license shall not be returned until such driver presents to the commission documentation of cessation of Workers' Compensation benefits due to recovery from such work-related disability, as provided in this chapter;
8. Notify the commission in person or by first class mail of any change of mailing address, within seven days, exclusive of holidays and weekends. Any notice from the commission shall be deemed sufficient if sent to the last mailing address furnished by the driver;
9. Exhibit his or her chauffeur's license, affiliated driver's license, and for-hire vehicle permit, and give to such other person his name, affiliated driver's license number, and for-hire vehicle permit number, as well as the name of the vehicle's insurance carrier and the insurance policy number, before leaving any place where the affiliated driver, either due to his or her culpability or due to an accident involving the driver's for-hire vehicle, injured another person or caused damage to the property of another person;

10. Must operate his or her for-hire vehicle at all times in full compliance with all New York State, Westchester County and local municipality laws, and the rules and regulations of Westchester County Airport, local municipality, and any agency having jurisdiction with respect to matters not otherwise specifically covered in this chapter;
11. Not operate a for-hire vehicle with an expired New York State registration;
12. Not operate a for-hire vehicle without a valid decal and a valid for-hire vehicle permit issued by the commission. Said decal must be affixed to right front windshield;
13. Not operate a for-hire vehicle unless the following items are present in the for-hire vehicle:
 - (i) The affiliated driver's license;
 - (ii) The certificate of registration or legible copy thereof;
 - (iii) The for-hire vehicle permit or legible copy thereof; and
 - (iv) The insurance card or legible copy thereof;
14. Not solicit or pick up passengers by means other than prearrangement with his or her base station;
15. Not pick up a passenger at an authorized taxi stand;
16. Not carry a weapon under any circumstances while operating a for-hire vehicle. This prohibition shall include any weapon that the driver may otherwise be licensed to carry, however, the commission may issue a waiver of this provision to an off-duty police officer who is required to carry a weapon at all times pursuant to the regulations of his/her employing department;
17. At all times, remain inside his or her vehicle or within 15 feet thereof in areas designated by the Westchester County Airport or the Port Authority of New York and New Jersey and shall not solicit or pick up passengers at the Westchester County Airport, any Westchester County facility, or any facility of the Port Authority of New York and New Jersey except by prearrangement;
18. Not smoke in a for-hire vehicle;
19. Not refuse to transport any person with a physical disability who is capable of entering and exiting a for-hire vehicle with or without reasonable assistance or any guide dog assisting such person;

20. Permit a passenger to ride in the front seat alongside the driver if the passenger is unable to enter or ride in the rear seat;
21. Not operate a for-hire vehicle unless he is licensed by the commission and affiliated with a licensed base station;
22. Not operate a for-hire vehicle without a valid New York State chauffeur's license or a valid license of similar class of the state of which he is a resident. For purposes of these rules, a valid chauffeur's license of similar class shall mean a license which is neither suspended, revoked, conditional, or restricted as to use on account of points or accidents issued by the Department of Motor Vehicles of the state issuing said license.
(Added by L.L. No. 9-1998)

Sec. 270.107. Application for a for-hire vehicle permit.

1. The owner of a for-hire vehicle shall be responsible for obtaining a for-hire vehicle permit from the commission annually.
2. Only vehicles with three or more doors will be permitted to operate as for-hire vehicles within Westchester County.
3. An applicant for a for-hire vehicle permit must:
 - a. Be fingerprinted for the purpose of securing criminal history records from the New York State Division of Criminal Justice Services and shall pay the processing fee for such service. Such fingerprints and processing fee are to be forwarded to the New York State Division of Criminal Justice Services. In the event that the applicant is a partnership, all of the general partners shall be fingerprinted. In the event that the applicant is a corporation or other entity, all of the officers, principals, and stockholders owning more than ten percent of the outstanding stock shall be fingerprinted. If subsequent to the fingerprinting of the applicant or during the term of the for-hire vehicle permit, one or more partners, officers, principals or stockholders is added to the partnership, corporation or other entity, and if such an individual would have been the subject of fingerprinting upon the initial application for a for-hire vehicle permit to the commission, that individual shall also be fingerprinted in accordance with this subdivision. Upon renewal of a for-hire vehicle permit, the applicant must submit an affidavit to the commission attesting to any violations or crimes that such applicant has

been convicted of subsequent to the date of fingerprinting. The Chairperson of the commission shall review the records received from the New York State Division of Criminal Justice Service in a manner consistent with Article 23-A of the New York State Correction Law and shall report to the commission, as necessary.

- b. Inform the commission of each and every driver who will operate the for-hire vehicle;
- c. Agree that the delivery of a summons, notice or any other document prepared on behalf of the commission to any driver of the for-hire vehicle shall be deemed proper service on the owner of a for-hire vehicle;
- d. Agree that the delivery of a summons, notice or any other document prepared on behalf of the commission to the registrant or the lessee of the vehicle shall be deemed proper service on the owner of a for-hire vehicle;
- e. Indicate each and every licensed base station with which the for-hire vehicle is to be affiliated.

(Added by L.L. No. 9-1998)

Sec. 270.108. Conduct of the owner of a for-hire vehicle.

The owner of a for-hire vehicle must:

1. Immediately surrender his or her for-hire vehicle permit to the commission upon the expiration, restriction, suspension or revocation of his or her vehicle registration card;
2. Not allow his or her vehicle to be dispatched by anyone other than the representative of an authorized base station as indicated on the for-hire vehicle permit;
3. Comply with the New York State Vehicle and Traffic Law and the New York State Insurance Law regarding coverage by bond or policy of liability insurance and all other forms of insurance required by law. Notwithstanding the aforementioned, the owner of any for-hire vehicle which can transport more than five passengers, must maintain personal injury insurance coverage of no less than \$500,000.00 per accident where one person is injured and \$1,000,000.00 per accident for all persons injured in that same accident;

4. Surrender his or her for-hire vehicle permit and decal to the commission on or before the termination date of the insurance, unless the owner of the vehicle submits proof of new insurance effective on the date of termination of the old policy;
5. Notify the commission in writing of any change in insurance carrier or coverage, specifying the name and address of the insurance carrier, new and former, and the number of the policy for the for-hire vehicle and submit proof of such coverage to the commission within seven days, exclusive of holidays and weekends;
6. Immediately surrender an unreadable for-hire vehicle permit or decal to the commission for replacement;
7. Immediately notify the commission of the theft, loss or destruction of a for-hire vehicle permit or decal, and furnish the commission with any proof or documentation as may be required by the commission;
8. Immediately replace any for-hire vehicle permit or decal which has been stolen, lost or destroyed;
9. Report to the commission, in writing, of any lost or stolen license plates within 48 hours, exclusive of weekends and holidays;
10. Inform the commission, in writing, of the replacement of license plates and the new license plate numbers;
11. Notify the commission in person or by first class mail, within seven (7) days, exclusive of holidays and weekends, of any change of mailing address. Any notice from the commission shall be deemed sufficient if sent to the last mailing address furnished by the for-hire vehicle owner;
12. Immediately comply with all commission notices and directives to correct defects in said vehicle;
13. Have his or her for-hire vehicle inspected on a daily basis in order to reasonably determine that all equipment, including but not limited to, brakes, lights, signals and passenger seat belts and shoulder belts are in good working order;
14. Have his or her for-hire vehicle inspected annually and at any other time as directed by the commission, by an inspector authorized by the New York State Department of Motor Vehicles or an inspector authorized by the Department of Motor Vehicles of the state in which the for-hire vehicle is registered.

Sec. 270.109. Conditions of operation relating to for-hire vehicles.

Both the owner of a base station and the owner of a for-hire vehicle shall be responsible for compliance with the following provisions. Failure to ensure compliance is deemed to be a violation by both the owner of the base station and the owner of a for-hire vehicle. No for-hire vehicle shall be used to transport passengers unless the vehicle is in compliance with all of the following:

1. A valid registration sticker from an authorized state motor vehicle department is affixed to the left front windshield so as to be plainly visible;
2. A valid commission decal is affixed to the front right side of the windshield of the for-hire vehicle so as to be plainly visible;
3. A current New York State Department of Motor Vehicles inspection sticker, or a current inspection sticker from the state in which the for-hire vehicle is registered, must be affixed to the front left side of the windshield so as to be plainly visible;
4. The license plate number indicated on both the state registration and commission decal must match the license plates affixed to the vehicle;
5. The vehicle identification number (VIN) indicated on both the state registration and commission decal must match the VIN of the vehicle;
6. A for-hire vehicle shall not be equipped with a "roof light". A "roof light" is equipment attached to the roof of a vehicle, or extending above the roof line of a vehicle, for the purpose of displaying information;
7. No for-hire vehicle used in the course of operations of a for-hire vehicle service shall be, in whole or in part, any shade of yellow;
8. No for-hire vehicle shall be equipped with a meter;
9. A for-hire vehicle must contain the following items either on the right front visor, on top of the right side of the dashboard or in the glove compartment:
 - (a) The certificate of registration or legible copy thereof;
 - (b) The for-hire vehicle permit or legible copy thereof; and
 - (c) The insurance card or legible copy thereof;
10. A base station owner or a for-hire vehicle owner must not dispatch or otherwise enable an affiliated driver to operate a for-hire vehicle if:

- a. The affiliated driver's chauffeur's license is expired, suspended, or revoked; or
 - b. The affiliated driver's chauffeur's license is restricted as a result of accidents or other violations of traffic laws or regulations;
 - c. The affiliated driver's license issued by the commission is expired, suspended, or revoked;
 - d. The for-hire vehicle permit issued by the commission is expired, suspended, or revoked;
 - e. The registration of a for-hire vehicle is expired, suspended, or revoked;
 - f. The affiliated driver is under the influence of any drugs or alcohol or whose driving ability is in any way impaired;
11. No vehicle may operate as a for-hire vehicle if the commission, the New York State Department of Motor Vehicles or any other state's department of motor vehicles, has determined that the vehicle is unsafe or unfit for use as a for-hire vehicle;
12. (a) No for-hire vehicle shall be used in the course of operations of a for-hire vehicle service unless all seat belts and shoulder belts shall be clearly visible, accessible and in good working order;
- (b) Each for-hire vehicle shall, in addition to being equipped with seat belts for each seating position and shoulder belts for both outside front seat positions, be equipped with shoulder belts for both outside passenger rear seat positions.
 - (c) Every base station owner or his or her designee shall provide upon request to all potential passengers who will be traveling with a child age four years and under a child safety seat which meets the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. 571.213 and which is either permanently affixed or is capable of being affixed to such vehicle. Nothing herein shall prevent the passenger from using his or her own child safety seat provided such arrangements are made prior to the dispatch of the vehicle. All base station owners or their designees shall make reasonable efforts to inform the general public of the availability of and need for child safety seats in for-hire vehicles through means approved by the Commission. All child safety seats used in for-hire vehicles pursuant to this paragraph shall be installed in accordance with the manufacturers installation instructions for the particular child safety seat.

Sec. 270.110. Application for a license to operate a base station.

1. An applicant must pay an annual fee for a license to operate a base station. The amount of the annual fee will be determined by the commission.
2. An applicant must submit a list of all drivers and for-hire vehicles to be dispatched by said base station.
3. The applicant shall provide to the commission a bond in the amount of five thousand dollars (\$5,000.00) with one (1) or more sureties to be approved by the commission. Such bond shall be for the benefit of Westchester County and shall be conditioned upon the licensee complying with the requirement that only affiliated vehicles currently licensed by the commission are dispatched. In addition, the bond shall assure the payment by the licensee of all civil penalties imposed pursuant to any provision of this chapter.
4. An applicant for a license to operate a base station shall be fingerprinted for the purpose of securing criminal history records from the New York State Division of Criminal Justice Services and shall pay the processing fee for such service. Such fingerprints and processing fee are to be forwarded to the New York State Division of Criminal Justice Services. In the event that the applicant is a partnership, all of the general partners shall be fingerprinted. In the event that the applicant is a corporation or other entity, all of the officers, principals, and stockholders owning more than ten percent of the outstanding stock shall be fingerprinted. If subsequent to the fingerprinting of the applicant or during the term of the license to operate a base station, one or more partners, officers, principals or stockholders is added to the partnership, corporation or other entity, and if such an individual would have been the subject of fingerprinting upon the initial application for a license to operate a base station to the commission, that individual shall also be fingerprinted in accordance with this subdivision. Upon renewal of a license to operate a base station license, the applicant must submit to the commission an affidavit attesting to any violations or crimes that such a licensee has been convicted of subsequent to the date of fingerprinting. The Chairperson of the commission shall review the records received from the New York State Division of Criminal Justice Service in a manner consistent

with Article 23-A of the New York State Correction Law and shall report to the commission, as necessary.

(Added by L.L. No. 9-1998)

Sec. 270.111. Commission's review of base station application.

1. Upon receipt of an application for the issuance of a license for a new base station or for the renewal of a license for a base station, the commission shall, within five business days, submit notification to the Mayor or Supervisor of the city, town or village of the municipality in which such base station is or would be located or to the designee of such Mayor or Supervisor.
2. Upon reviewing an application for a license to operate a base station, the commission shall examine and consider, among other things:
 - a. The ability of the applicant to adequately manage the base station;
 - b. The applicant's financial stability; and
 - c. The applicant's previous history, if any, in operating a licensed base station;
 - d. Any relevant information maintained in the records of the Department of Motor Vehicles or the commission.
3. Approval of an application shall be evidenced by the issuance of a license bearing a number assigned by the commission.

(Added by L.L. No. 9-1998)

Sec. 270.112. Base station license requirements.

A base station owner shall be responsible for compliance with the following provisions and shall be liable for violations thereof:

1. A licensed base station owner must at all times:
 - (a) Have at least one owned or affiliated vehicle;
 - (b) Maintain a principal place of business in accordance with laws of the municipality;
 - (c) Provide safe and adequate storage for all business records which are required to be maintained;

- (d) Maintain an operable telephone at the base station; and
 - (e) Provide a mechanism for transmitting trip request information to affiliated drivers.
2. (a) A base station owner shall not advertise or communicate to the public that his base station provides "for-hire service" before obtaining a base station license issued by the commission. For the purposes of this provision, "for-hire service" shall include, but not be limited to, the terms "livery", "car service", "black car" or "limousine";
 - (b) A base station owner shall not hold himself out for business as a "taxi" or "taxicab" service or in any way use the word "taxi", "taxicab", "cab," "hack" or "coach" to describe his business without proper licenses;
 - (c) A base station owner shall file with the commission the name, including any trade name, and address of the base station from which for-hire vehicles affiliated with such base station are dispatched.
 3. A base station owner shall conspicuously state in all print and broadcast advertising that the base station is licensed by the commission and shall include in such advertising the number contained on the license to operate a base station issued by the commission.
 4. A base station owner who seeks to change the address of a base station must apply for a new base station permit in accordance with the requirements of this chapter. A base station owner who moves a base station to any location without the prior approval of the commission is operating an unlicensed base station in violation of this chapter.
 5. A base station owner shall not transfer or assign the base station owner's license to another without the commission's written approval.
 6. A base station owner shall not dispatch a for-hire vehicle from any location other than that specified in the base station license.

(Added by L.L. No. 9-1998)

Sec. 270.113. Operation of the base station.

A base station owner shall be responsible for compliance with the following provisions and shall be liable for violations thereof:

1. A base station owner shall be responsible for handling passenger complaints. Complaints about a base station or an affiliated driver or vehicle that are registered with the commission shall be logged in at the commission, assigned a case number and referred to the appropriate base station. Within ten working days from the date of referral, the base station shall notify the commission in writing, making reference to the case number, regarding the satisfactory handling of any such complaint.

2. Upon filing with the Workers' Compensation Board to end the disbursement of benefits for a driver due to recovery from a disability and readiness to work, a base station owner shall provide the driver with documentation that benefits have ceased in order for the commission to return such driver's license.

(Added by L.L. No. 9-1998)

Sec. 270.114. Base station record-keeping and notice requirements.

A base station owner shall be responsible for compliance with the following provisions and shall be liable for violations thereof:

1. Any notice from the commission shall be deemed sufficient if sent to the last mailing address furnished by such base station owner.
2. A base station owner must notify the commission when a driver or for-hire vehicle is no longer affiliated with his/her base station.
3. A base station owner shall be responsible for filing with the commission, on an annual basis, or whenever there is a material change, the schedule of the rates of fare charged by such base station.
4. A base station owner shall comply with all record-keeping procedures established and required by the commission. The operational information and inspection records required to be maintained, which are set forth in subdivision 5. of this section, shall be safeguarded and maintained at the base station for a period of 12 months, and may be inspected by commission representatives during regular business hours.
5. A base station owner shall be responsible for ensuring that the following records are kept:

(a) The date and the time that each call for a dispatch was received as well as the location and destination of the passenger to be picked-up and the commission license numbers of the driver and vehicle dispatched; and

(b) A list of all current affiliated vehicles, including the owner's name, mailing address and home telephone number, the vehicle's registration number, the vehicle's commission permit number, the license plate number of the vehicle, the name of the vehicle's insurance carrier and the policy number, and the dates of inspection of the vehicle and the outcome of each such inspection.

(Added by L.L. No. 9-1998)

Sec. 270.115. Conduct of licensees/permittees.

1. A licensee or permittee shall immediately report to the commission any request or demand for a gift, gratuity or thing of value by any employee, representative or member of the commission.
2. A licensee or permittee shall cooperate with all law enforcement officers and authorized representatives of the commission, including but not limited to giving, upon request, his name, license or permit number and other documents required to be in his possession.
3. A licensee or permittee shall not use or attempt to use any physical force against a passenger, commission representative, public servant or other person, while performing his duties and responsibilities as a licensee or permittee or as a result of actions which occurred in connection with a licensee's or permittee's performance of his duties as such.
4. A licensee or permittee shall be responsible for answering truthfully and complying as directed with all questions, communications, directives, and summonses from the commission or its representatives, as well as producing any licenses or other documents required to be kept by the commission whenever the commission requires him to do so, within ten days of notification. A base station owner shall have an affirmative duty to aid the commission in obtaining information sought by the commission regarding drivers or vehicles affiliated with such base station.
5. Except as provided for in section 270.106 6. of this chapter, a licensee or permittee shall be responsible for notifying the commission within 15 calendar days after any felony conviction of the licensee, individually, or in the event that the licensee is a partnership or

corporation, any individual who was required to be fingerprinted. Such notification shall be in writing and must be accompanied by a certified copy of the certificate of disposition issued by the clerk of the court with respect to such conviction.

(Added by L.L. No. 9-1998)

Sec. 270.116. General prohibitions.

1. No person shall operate a base station without a license from the commission.
2. No license for a new base station shall be issued for a period of three years subsequent to a determination in a judicial or administrative proceeding that the applicant or any officer, shareholder, director or partner of the applicant operated a base station that had not been licensed by the commission.
3. It shall be unlawful to operate a for-hire vehicle without an affiliated driver's license issued by the commission.
4. It shall be unlawful for an owner of a vehicle to allow or otherwise enable his or her vehicle to be operated as a for-hire vehicle without a for-hire vehicle permit issued by the commission.
5. A person who engages in an activity for which a permit or license is issued pursuant to this section, after the expiration date of such permit or license and before the issuance of a renewal permit or license, is engaged in an unlicensed activity and may be subject to penalties pursuant to this chapter.
6. A for-hire vehicle permit shall be valid only while the registration of the vehicle remains valid. Operation of a vehicle without a valid registration is operation without a valid for-hire vehicle permit in violation of this chapter regardless of whether a for-hire vehicle permit had previously been obtained while a registration was valid.
7. No unauthorized amendment or defacement shall be made to either the for-hire vehicle permit or decal.

(Added by L.L. No. 9-1998)

Sec. 270.117. Summons; notice of hearing; and service.

1. The commission or its designee may issue a summons and notice of hearing to anyone alleged to have violated any provision of this chapter.
2. The summons and notice of hearing shall contain the following information:
 - a. The name(s) of the respondent(s);
 - b. The date of issuance;
 - c. The nature of all charges including the date(s) of the alleged violation(s) and the section(s) of this chapter alleged to have been violated;
 - d. The penalty sought;
 - e. The signature of the members of the commission or its authorized representative.
 - f. The date, time and place of the hearing to be held before an Administrative Law Judge;
 - g. A statement that the respondent has the right to be represented by counsel and the right to examine and cross-examine witnesses;
 - h. A statement that the personal appearance of the respondent is required at the hearing;
 - i. A warning that failure to appear at such hearing shall constitute a default whereby the Administrative Law Judge may proceed with the hearing in respondent's absence and a determination may be made against the respondent without further opportunity for respondent to offer evidence or a statement in mitigation of penalty; and
 - j. A statement that an adjournment may be granted only upon application to the Administrative Law Judge.
3. Failure to comply with the provisions of 2. above will not result in a dismissal of the charges, but will only require that the summons and notice be amended accordingly.
4. Hearings shall be held no less than 15 days after service of the summons and notice of hearing.
5. The summons and notice of hearing shall be served upon a respondent by:
 - a. Personal service on respondent or his or her designee; or
 - b. By certified mail, return receipt requested; or
 - c. If the commission is unable to serve respondent in accordance with provisions a. and b. then by affixing the summons and notice of hearing to the door of the

designated mailing address and by mailing a copy thereof to such address by first class mail. Mailing address means the address designated for the mailing. In the case of the base station, it shall be the base station address. In the case of the driver, it shall be the home address of the driver. In the case of the owner of a for-hire vehicle, it shall be the home or business address of the owner of the for-hire vehicle. Any other documents to be served upon the respondent in connection with the hearing may be served by ordinary mail. Service by mail shall be deemed completed five days after mailing.

(Added by L.L. No. 9-1998)

Sec. 270.118. Adjournments.

1. A request for an adjournment should be made to the Administrative Law Judge prior to the date of the appearance and shall be granted only for good cause.
2. When granted, an adjournment shall be to a specified date, time and location.

(Added by L.L. No. 9-1998)

Sec. 270.119. Proceedings; in general.

1. All proceedings before the Administrative Law Judge will be open to the public except when the Administrative Law Judge shall, in his or her discretion, determine otherwise.
2. Upon a respondent's initial appearance, the Administrative Law Judge shall:
 - a. Advise the respondent of his or her rights; and
 - b. Request respondent to enter a plea of "guilty" or "not guilty" to the charges.
3. In the event that the respondent pleads "guilty", the Administrative Law Judge shall permit the respondent to offer an explanation to the charges in mitigation of the penalty.
4. In the event that the respondent pleads "not guilty", the Administrative Law Judge shall schedule a formal hearing.
5. In the event that the respondent fails to appear and there is proof of service of the summons and notice of hearing upon the respondent, the Administrative Law Judge may proceed to an inquest hearing. The Administrative Law Judge may draw a negative inference from respondent's failure to appear.

Sec. 270.120. Hearings.

1. A verbatim record of the hearing shall be made either by stenographer or by use of an electronic device.
2. A copy of the verbatim record of the hearing shall be made available to a respondent upon the request of the respondent and upon payment by the respondent for the cost of reproduction.
3. The Administrative Law Judge shall have the authority:
 - a. To make findings of fact and recommendations to the commission regarding all requests, including motions to dismiss;
 - b. To add a party respondent to the proceedings upon notice to both the party respondent to be added and the respondent named in the proceedings;
 - c. To administer oaths and affirmations;
 - d. To issue subpoenas to compel the attendance and examination of witnesses and the production of books, records, papers and other documents;
 - e. To admit and exclude evidence;
 - f. To limit the repetitious examination or cross-examination of any witness and the amount of corroborative or cumulative testimony;
 - g. To hear argument on the facts and/or law;
 - h. To order the parties to appear for a prehearing conference to consider matters which may simplify the issues or expedite the proceeding;
 - i. To order opening statements, and/or oral or written closing statements to be made; during any stage of the proceedings direct a respondent to comply with the applicable law or to cease a course of conduct or activity where there is reasonable grounds to believe such conduct or activity constitutes a violation of this chapter; perform all acts and take all measures necessary, but not otherwise prohibited by this section, for the maintenance of order and the efficient conduct of the hearing.
4. The Administrative Law Judge may allow any party to amend or supplement a pleading at any time prior to the submission of the Administrative Law Judge's findings of fact and recommendations.
5. The strict rules of evidence need not be observed.

6. Each party shall have the right to present evidence and to cross-examine witnesses.
7. The Administrative Law Judge may take judicial notice of any judicial or administrative proceedings.
8. All evidence, including records, documents and memoranda in the possession of the commission of which it desires to avail itself, shall be offered and made a part of the record. All such documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference. In case of incorporation by reference, the materials so incorporated shall be available for examination by the parties in advance of being received in evidence.
9. The written reports of state, local officials and/or the commission shall be presumptive evidence of the facts so stated therein relating to complaints, alleged violations, investigations, proceedings, actions, orders, enforcement of this chapter and the applicable laws, and shall be received as such in evidence.
10. The commission or its designee has the burden of proof and of going forward in all enforcement cases.
11. The findings and recommendations of the Administrative Law Judge shall be founded upon substantial evidence.

(Added by L.L. No. 9-1998)

Sec. 270.121. Administrative Law Judge's findings of fact and recommendations.

1. The Administrative Law Judge shall within 30 days after the conclusion of the initial appearance or hearing, as applicable, prepare and render findings of fact and recommendations in writing to the commission.
2. The findings of fact and recommendations to be submitted to the commission shall contain the following, as appropriate:
 - (a) Findings of fact, conclusions of law and either a "guilty" or "not guilty" determination;
 - (b) The incorporation in the decision of any stipulation of discontinuance entered into between the parties to the proceedings;

- (c) A recommended penalty (which may include the revocation or suspension of any license or permit issued by the commission to the respondent);
 - (d) A directive to correct any existing or continuing violation of this chapter and any applicable law and the measures required to correct such violation;
 - (e) A directive to cease and desist an operation, activity or action determined to be in violation of this chapter and any applicable law;
 - (f) A directive to institute a procedure, method, strategy or technique required to comply with this chapter and any applicable law;
 - (g) A specified condition to suspend any assessed civil penalty;
 - (h) A posting of a bond or escrow account approved by the commission to insure a respondent's compliance with the decision; and
 - (i) The inclusion of a penalty contained in a stipulation of discontinuance conditioned upon a respondent's failure to meet any milestones or provisos for completion of corrective measures.
3. The commission shall render its decision within one month of receipt of the Administrative Law Judge's findings of fact and recommendations. A copy of the commission's decision shall be served upon a respondent.

(Added by L.L. No. 9-1998)

Sec. 270.122. Enforcement; violations.

1. Any fines and/or penalties imposed by the commission shall be calculated on a daily basis for each day a violation or condition is permitted to exist.
2. The commission, after complying with the hearing requirements set forth in this chapter, may impose reasonable fines not to exceed \$1,500.00, or suspend or revoke any driver's license, vehicle license or base station license where the holder has failed to comply with or has willfully or knowingly violated any of the provisions of this chapter.
3. An action for the recovery of a penalty under this section may be settled or compromised by the commission prior to the entry of judgment therefor.
4. Expenses and costs incurred by the county for the enforcement of this chapter against the respondent may be assessed against a respondent in addition to any other fines or penalties.

5. The failure to comply with an order of the commission for violations, or the failure to timely pay for any civil penalty imposed, shall be grounds:

- a. To commence legal action to enforce the order or recover the civil penalty in any court of competent jurisdiction; and/or
- b. To suspend the respondent's license or permit until the civil penalty is paid and/or until respondent fully complies with the order of the commission.

6. A person who willfully violates, refuses or fails to comply, with any order of the commission is guilty of a misdemeanor and subject to penalty as prescribed by law.

(Added by L.L. No. 9-1998)

Sec. 270.123. Summary action to suspend a license.

1. Where the commission has reasonable grounds to believe that it is necessary, in order to insure the public health, safety or welfare, it may order summary suspension of a license pending revocation proceedings.
2. Such summary order shall be served upon the respondent by personal service or by certified mail, return receipt requested, and regular mail at the last address on file with the commission.
3. Where summary suspension is invoked, the commission shall commence proceedings before an Administrative Law Judge within 72 working hours and such Administrative Law Judge shall promptly make a determination thereon. Notwithstanding the aforementioned, no proceeding is necessary where the summary suspension results from a non-payment of a fine or a failure to comply with an order in accordance with section 270.122 5.b.
4. If the facts on which violations are based are also the subject of a pending criminal investigation or criminal proceedings, then the Administrative Law Judge may postpone the hearing until a reasonable period of time following the final disposition of the criminal investigation or criminal proceedings. The suspension of the respondent shall continue pending the hearing, if deemed appropriate by the Administrative Law Judge.
5. If the criminal investigation is concluded without the filing of criminal charges or if the criminal charges are dismissed against the respondent, then the commission's suspension shall be forthwith vacated, however the proceedings before the Administrative Law Judge shall continue as otherwise provided in this chapter.

Sec. 270.124. Enforcement; violations; other than by prosecution.

1. Notwithstanding enforcement of this chapter by way of administrative proceeding or recovery of civil penalties, revocation or suspension of permits, the commission may seek to obtain voluntary compliance with this chapter or other applicable law by way of notice, permit, warning or educational means.
2. Nothing in this chapter shall be construed to require that such non-compulsory methods be employed or attempted before proceeding by way of compulsory or other legally prescribed procedures or measures.
3. Vehicle Immobilization Program
 1. As used in this section,
 - (a) the phrase "vehicle immobilizer", also known as a "boot", shall mean any device, approved by the commission, which is locked to the wheel of a vehicle to prevent the vehicle from being driven.
 - (b) the phrase "unanswered summons" shall mean any summons issued pursuant to section 270.117 of the Laws of Westchester County which remain outstanding, unanswered or defaulted by the respondent.
 2. In addition to any other penalties provided for in this Chapter, a vehicle immobilizer may be applied to any vehicle whose owner has either:
 - (a) failed to pay civil penalties resulting from violations of this Chapter as against the owner of the vehicle, the driver of the vehicle and/or the owner of the base station where the vehicle is affiliated, which exceed \$1,000; or
 - (b) a total of five or more unanswered summonses from violations of the For-Hire Vehicle Law as against the owner of the vehicle, the driver of the vehicle and/or the owner of the base station where the vehicle is affiliated.
 3. The Commission and/or its designee shall notify the owner of the vehicle, the driver of the vehicle and/or the owner of the base station where the vehicle is affiliated, that a vehicle immobilizer may be attached to their vehicle(s) if the outstanding civil penalties are not paid within thirty (30) days or if the unanswered summonses are not finally satisfied within thirty (30) days.

4. Upon applying a vehicle immobilizer, the commission and/or any authorized person or entity designated by the commission shall provide written notification to the owner of the vehicle and the base station owner to which the vehicle is affiliated, if any, of the procedure by which the outstanding civil penalties or unanswered summonses shall be satisfied and the vehicle immobilizer removed. Such written notice shall be made as soon as practicable but in no event later than two (2) business days after which the vehicle immobilizer has been applied. The driver of the vehicle, if present, shall be notified immediately following the application of the vehicle immobilizer of the procedure by which the outstanding civil penalties or unanswered summonses may be satisfied.
5. In the event that a vehicle is immobilized in a location where it cannot legally remain, said vehicle may be towed to a location designated by the commission. Law enforcement personnel may also tow a vehicle that has been immobilized for public safety reasons as well as to protect the immobilized vehicle.
6. The commission shall not authorize the release of any immobilized or towed vehicle until all of the following fees, fines, and penalties have been paid in full:
 - (a) fees relating to the application of the vehicle immobilizer;
 - (b) fees, if any, relating to transport of any passenger, who was in the vehicle at the time that the vehicle immobilizer was applied. This fee, if any, shall be the same amount that the passenger was being charged for his or her transport that was interrupted when the vehicle immobilizer was applied;
 - (c) fees for towing, if applicable;
 - (d) storage, if applicable; and
 - (e) the underlying fine or civil penalty.
7. The unauthorized removal or destruction of a vehicle immobilizer may result in a criminal prosecution in accordance with the provisions of the New York State Penal Law and the New York State Criminal Procedure Law.

(Added by L.L. No. 9-1998; amended by L.L. No. 12-2006)

Sec. 270.125. Severability.

If any word, phrase, clause, sentence, paragraph, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the words, phrase, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

(Added by L.L. No. 9-1998)

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.

Colin D. Smith

Legislator, 1st District
Chair, Committee on Legislation

**Committee Assignments:**

Budget & Appropriations
Health
Law & Major Contracts
Public Safety

To: Sunday Vanderberg, Clerk of the Board of Legislators

FROM: Colin Smith, Legislator, District 1
Catherine Borgia, Legislator, District 9

Date: March 2, 2022

RE: Salary Range Posting Requirement

Please refer the attached Local Law, amending Chapter 700 of the Laws of Westchester County relating to prohibiting employers from posting job listings without minimum and maximum salary information, on the March 7, 2022 Westchester County Board of Legislators agenda to the appropriate committees.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending Chapter 700 of the Laws of Westchester County relating to prohibiting employers from posting job listings without minimum and maximum salary information.”

Your Committee is advised that the Westchester County Human Rights Law (“Human Rights Law”) is intended to address and prevent discrimination, bigotry, prejudice, and intolerance in Westchester County because of a person’s actual or perceived membership in a protected class. Under the Human Rights Law, it is unlawful to discriminate in relation to employment, public accommodations, housing accommodation, commercial space and land transactions, and the issuance of credit.

Your Committee notes that, historically, a gender and racial wage gap has existed. Women earn on average less than their male counterparts do and people of color generally earn less than their White counterparts do. This disparity in pay can have a significant impact on the earnings of woman and people of color over the course of their careers. The Human Rights Law already bans employers from requesting, with few exceptions, the salary history of applicants to prevent employers from excluding people from the pool of applicants and using salary history to perpetuate gender and racial pay disparity.

Your Committee is advised that the proposed amendment to the Human Rights Law will make it unlawful for employers to advertise a job, promotion, or transfer opportunity without also including the minimum or maximum salary for the job, promotion, or transfer, in the job posting or advertisement. In any advertisement for a job, promotion, or transfer opportunity, the employer must provide a range from the lowest to the highest salary the employer in good faith believes at the time of the posting it would pay for the advertised job, promotion or transfer opportunity. This new requirement will help to bring about transparency around salary ranges and level the playing field for negotiating pay and ensuring that job applicants, particularly women and people of color, are paid a fair salary based upon what the job is worth. Moreover, it will help to close the gender and racial pay disparity by leveling the information playing field and helping to ensure that employees can receive equal pay for equal work, regardless of their group identity. Prospective applicants can better decide whether they want to devote their time to applying for a particular job or forego that particular opportunity if they know the salary range. On the other hand, prospective employers will not waste their time on applicants who are not interested in a particular job based upon the salary range. Colorado and New York City have recently enacted salary range disclosure laws.

Your Committee is advised that the proposed amendment will make it an unlawful discriminatory practice to advertise a job posting without disclosing the minimum and maximum salary of the position. The failure to comply with this amendment could result in a fine of up to \$125,000 pursuant to § 700.10(7) of the Human Rights Law.

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

JSW-2/28/2022

RESOLUTION NO. ____ – 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2022, entitled “A LOCAL LAW amending Chapter 700 of the Laws of Westchester County relating to prohibiting employers from posting job listings without minimum and maximum salary information.” The public hearing will be held at __.m. on the _____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO. NO. -2022

A LOCAL LAW amending Chapter 700 of the Laws of Westchester County relating to prohibiting employers from posting job listings without minimum and maximum salary information.

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

Section 1. Subsection 9 of Section 700.03 of the Laws of Westchester County is hereby amended to read as follows:

Section 700.03. – Unlawful discriminatory practices in employment.

a. It shall be an unlawful discriminatory practice:

...

9. For an employer, labor organization, employment agency or licensing agency, or employee or agent to:

(i) Advertise a job, promotion, or transfer opportunity without stating the minimum and maximum salary for such position in such advertisement. In stating the minimum and maximum salary for a position, the range may extend from the lowest to the highest salary the employer in good faith believes at the time of the posting it would pay for the advertised job, promotion, or transfer opportunity. This subdivision does not apply to a job advertisement for temporary employment at a temporary help firm as such term is defined by

subdivision 5 of section 916 of article 31 of the New York State Labor Law.

- (ii) [(i)] Rely on the wage history of a prospective employee from any current or former employer of the individual in determining the wages for such individual; provided that an employer may rely on prior wage history when it is voluntarily provided by a prospective employee to support a wage higher than the wage offered by the employer;
- (iii) [(ii)] Orally, or in writing, request or require as a condition of being interviewed, or as a condition of continuing to be considered for an offer of employment, or as a condition of employment, that a prospective employee disclose information about the employee's own wages from any current or former employer; and
- (iv) [(iii)] Orally, or in writing, seek from any current or former employer the previous wages of any prospective employee; provided, however, that an employer may seek to confirm prior wage information only after an offer of employment with compensation has been made to the prospective employee and the prospective employee responds to the offer by providing prior wage information to support a wage higher than offered by the

employer. Under these circumstances, the employer may only seek to confirm prior wages after obtaining written authorization by the prospective employee to do so.

...

Section 2. This Local Law shall take effect 90 days after enactment.