

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board authorize the County of Westchester (the “County”) to enter into an intermunicipal agreement (“IMA”) with the Village of Sleepy Hollow (“Village”) whereby the Village will operate and maintain a portion of Kingsland Point Park (the “Park”) on behalf of the County.

Since 2003, the Village has been responsible for the operation, maintenance and scheduling of activities at the Park pursuant to a series of IMAs with the County authorized by your Honorable Board. The most recent IMA expired on December 31, 2021, and under the proposed IMA, the Village will be responsible for the operation, maintenance and scheduling of the Park at its own expense.

The Village will not be responsible for the operation and maintenance of the lighthouse, as this will be the County’s responsibility. The Park will continue to be available to all Westchester County residents on an equal basis. Also, any fees charged for the use of any part of the Park will be subject to prior approval by the Commissioner of the County’s Department of Parks, Recreation and Conservation. The term of this IMA will be five (5) years commencing retroactively on January 1, 2023 and expiring on December 31, 2027.

The proposed IMA will permit the Village to enter into a sub-license for the use of portions of the Park with Teatown Lake Reservation, Inc. for educational classes at the Park’s bathhouse. In addition, the IMA will permit the Village to enter into a sub-license for the use of portions of the Park by SEAS Westchester for sailing classes and for the operation of a kayak concession.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

Your Committee believes that this IMA is in the best interest of the County. Therefore, your Committee recommends adoption of the annexed proposed legislation.

Dated: February 10th, 2025
White Plains, New York

Henry John
David Tubito
Yancy Pan
John W.
Carl
Vedat Fadli
Muth
Paul
Sam
COMMITTEE ON
CJPI 1.15.25

David Tubito
Yancy Pan
John W.
Vedat Fadli
STL

Budget & Appropriations

Parks & Environment

FISCAL IMPACT STATEMENT

SUBJECT: The Village of Sleepy Hollow - IMA

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 \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

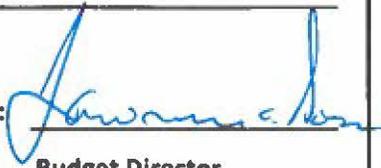
Next Four Years: _____

Prepared by: Kerry Riguzzi 

Title: Manager - Fiscal Operations

Department: Parks Department

Date: January 10, 2025


Reviewed By: _____
Budget Director

Date: 1/14/25

ACT NO. ____ - 2025

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Sleepy Hollow whereby the Village shall operate and maintain a portion of Kingsland Point Park on behalf of the County.

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

Section 1. The County of Westchester (“County”) is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the Village of Sleepy Hollow (“Village”) whereby the Village shall operate and maintain a portion of Kingsland Point Park (the “Park”) on behalf of the County.

§2. Pursuant to the IMA, the Village shall be responsible for the operation, maintenance and scheduling of activities at the Park, excluding the lighthouse, at its own expense. The Park shall continue to be available to all Westchester County residents on an equal basis. Any fees charged for the use of any part of the Park shall be subject to prior approval by the Commissioner of the County’s Department of Parks, Recreation and Conservation.

§3. The proposed IMA shall permit the Village to enter into a sub-license for the use of portions of the Park with Teatown Lake Reservation, Inc. for educational classes at the Park’s

bathhouse. In addition, the IMA shall permit the Village to enter into a sub-license for the use of portions of the Park by SEAS Westchester for sailing classes and for a kayak concession.

§4. The term of the IMA shall be five years commencing retroactively on January 1, 2023 and expiring on December 31, 2027.

§5. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

INTERMUNICIPAL LICENSE AGREEMENT, made the ____ day of _____, 2025 by and between:

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

and

THE VILLAGE OF SLEEPY HOLLOW, a municipal corporation of the State of New York, having an office and place of business at 28 Beekman Avenue, Sleepy Hollow, New York 10591 (hereinafter referred to as the “Village”).

WITNESSETH:

WHEREAS, the County, acting through the Commissioner of Parks, Recreation and Conservation (the “Commissioner”) desires to grant a license to the Village of Sleepy Hollow to enter into and to operate and maintain the property known as “Kingsland Point Park”; and

WHEREAS, the Village desires to enter into the License upon the terms and conditions contained herein.

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

ARTICLE I
LICENSED PREMISES

Section 1.0. The County hereby grants to the Village and the Village hereby accepts from the County a license to operate and maintain (“Agreement”) approximately eighteen (18) acres of parkland commonly known as Kingsland Point Park, located in the Village of Sleepy Hollow (hereinafter referred to as the “Licensed Premises”). The Licensed Premises, comprising approximately eighteen (18) acres, are more fully described on the map annexed hereto and made

part hereof as Exhibit "A". The Licensed Premises shall be operated and maintained by the Village for use solely and exclusively for municipal recreational purposes and subject to all the terms, conditions and covenants herein.

ARTICLE II
RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

Section 2.0. The Village shall not assign this License or sublicense the Licensed Premises or any part thereof without the prior written consent of the County.

Section 2.1. The Village shall, at its sole cost and expense, maintain and operate the Licensed Premises as a municipal recreational facility in accordance with all applicable federal, state and local laws, rules, regulations, ordinances and codes (including, without limitation, the State and County Health and Sanitary Code, laws, etc. concerning the prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises) for the benefit of County residents.

Section 2.2. The Village shall not sell, offer for sale, nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Licensed Premises or charge a fee for parking, without the written consent of the Commissioner, such consent will not be unreasonably withheld.

The County authorizes the Village to enter into a sub-license for the use of portions of the Licensed Premises with the Teatown Lake Reservation, Inc. for education classes at the bathhouse under substantially the same terms and conditions that this organization is currently using the Licensed Premises. In addition, the County authorizes the Village to enter into a sub-license for the use of portions of the Licensed Premises by SEAS Westchester for sailing classes and a kayak concession. Nothing in this Agreement shall be construed to convey SEAS Westchester or Teatown Lake Reservation a third-party right or interest in this Agreement. The Village, in its discretion, may seek other vendors to sub-license portions of the Licensed Premises. Prior to entering into any sub-license agreement, the Village shall obtain written

consent from the County to execute the same. The Village shall provide the County with copies of all agreements entered into by the Village with sub-licensees, vendors and/or concessionaires at the Licensed Premises. The Licensed Premises shall remain open and accessible to all County residents.

Section 2.3. The Village shall not charge, impose or collect any fees for entrance into or for use of the Licensed Premises without the prior written consent of the Commissioner. In the event that any fees are collected or reservation system implemented, no preference may be granted to residents of the Village of Sleepy Hollow as the Licensed Premises shall be open to all Westchester County residents. The County shall have the right to inspect any of the Village's records concerning such reservations and fees to ensure compliance with this provision of the Agreement during regular business hours and upon reasonable notice to the Village.

Section 2.4. (a) The Village accepts all buildings, roads, paths, and other park areas provided under the terms of this License "as is" in their present existing condition. The Village shall, at its sole cost and expense, maintain the property so as to utilize the Licensed Premises.

(b) Any repairs or improvements or construction undertaken on the Licensed Premises shall be undertaken only with the prior written consent of the Commissioner, such consent not to be unreasonably withheld. The Village shall not erect, nor allow the erection of, any advertising signs in or on the Licensed Premises without obtaining the prior written consent of the Commissioner. Title to any approved alterations, improvements or fixtures shall immediately, upon installation, vest in the County. The Village is under no obligation to make major investments in Park infrastructure. If the County determines that major repairs or improvements are required to the Licensed Premises, said major repairs or improvements will be subject to the County's capital project procedures and the Village will be advised at that time.

Section 2.5. The Village shall procure and maintain insurance coverage as specified in Exhibit "B" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Village may provide proof of self-insurance in lieu of insurance policies. In addition to, and not in limitation of the insurance requirements set forth in Exhibit "B", the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of the County, its elected officials, officers, employees and agents, the Village shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the maintenance, operation, security and/or repair of the Licensed Premises and this Agreement and of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village;

(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 maintenance, operation, security and/or repair of the Licensed Premises and this Agreement and to bear all other costs and expenses related thereto, except for any claims, demands or causes of action arising from the negligence or willful misconduct of the County, its elected officials, officers, employees and agents; and

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

Section 2.6. The Village shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations or requirements. However, nothing in this Agreement shall be construed as imputing legal or general liability to the Village for conditions that are pre-existing or acts, errors or omissions that are not directly attributable to the Village's own conduct.

Section 2.7. The Village 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 2.8. The Village shall continuously throughout the term of this Agreement, provide reasonable and adequate security for the Licensed Premises through the Village's police department or other agency designated to provide police services.

Section 2.9. The Village at its sole cost and expense shall maintain and properly supervise the Licensed Premises, it being understood and agreed that such maintenance and supervision shall be performed by the Village to the reasonable satisfaction of, and as directed by the Commissioner, which shall include but not be limited to the maintenance and upkeep of the Licensed Premises.

Section 2.10. The County, its officers, employees or agents, shall be entitled to enter the Licensed Premises, or any part thereof for the purpose of inspecting, observing and monitoring the operation of the Park.

Section 2.11. The Village shall keep the grass on the Licensed Premises neatly mowed and maintain the grounds in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner to the reasonable satisfaction of the Commissioner. The Village shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose as required. The Village, at its sole cost and expense, shall provide maintenance in accordance with the maintenance schedule attached hereto and made a part hereof as Exhibit "A-1". The Village shall be responsible for the maintenance of all other areas on the Licensed Premises.

Section 2.13. The Village shall have the right to remove invasive plant and tree species and to perform routine tree trimmings and maintenance. With the aforementioned exception notes, the Village otherwise agrees to comply with the Westchester County Tree Ordinance, a copy of which is attached hereto and made a part hereof as Exhibit "C." The

Village agrees that any necessary approvals sought from the Commissioner in connection with the Westchester County Tree Ordinance shall be commenced through the submission of a completed County Tree Removal Request Form, a copy of which is attached hereto and made a part hereof as Exhibit "D"

Section 2.14. The County may, at its option, audit and examine all relevant books, records, documents or electronic data of the Village that are reasonably pertinent to this Agreement and the Village's use and operation of the Licensed Premises.

Section 2.15. At least once annually, during the term of this Agreement, the Village shall provide a written report to the County regarding the Village's use of the Licensed Premises that shall include, at minimum, all reservations and uses of the Licensed Premises over and above the Village's own use.

Section 2.16. There shall be no public swimming permitted from the Licensed Premises and the Village agrees that it shall prohibit any swimming in and from the Licensed Premises unless the County grants written approval for swimming in connection with certain charity events, in its sole discretion. Should the Village receive a request for swimming in connection with a charity event, the Village shall request permission from the County at least two (2) weeks prior to said charity event. Should the County approve said swimming use, the County's approval will include the terms, limitations and safety requirements of the use.

ARTICLE III

RESPONSIBILITIES OF THE COUNTY

Section 3.0. The County shall have no responsibility under this Agreement except as set forth in Section 2.14 hereof.

ARTICLE IV
TERM OF AGREEMENT

Section 4.0. The term of this Agreement shall be January 1, 2023 through December 31, 2027, unless terminated sooner as provided herein.

Section 4.1. The Village shall pay to the County for the term of this License, a license fee of One (\$1.00) Dollar on the commencement date of this License.

While the Licensed Premises are presently exempt from real property taxes and other special assessments under the Real Property Tax Law, in the event that such law is changed, or in the event that the Licensed Premises become the subject to taxation under the cited or any other federal, state or local law, the Village, as additional rental, shall pay and discharge (when due and payable) any and all real estate taxes, assessments, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and all other such charges, taxes, assessments, rent, license fees, levies and sums of every kind, nature and description, which may become and payable with respect to the Licensed Premises during the licensed term.

ARTICLE V
NOTICES

Section 5.0. 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 of Parks, Recreation and Conservation
County of Westchester
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to:

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

To the Village:

Mayor
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, New York 10591

with a copy to:

Village Administrator
28 Beekman Avenue
Sleepy Hollow, New York 10591

Village Attorney
711 Westchester Ave #405
White Plains, NY 10604

ARTICLE VI

MISCELLANEOUS

Section 6.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 6.1. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 6.2. (a) The County may, upon five (5) days' notice to the Village, terminate this Agreement in whole or in part if the County deems it to be in its best interest.

(b) In the event that the Village materially defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon ten (10) days notice to the Village; provided, however, that the Village may cure the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. Notice shall be effective on the date of receipt.

Section 6.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 6.4. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Section 6.5 It is recognized and understood that the Village is not an agent of the County and in accordance with such status, the Village, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 6.6. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 6.7. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 6.8. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 6.9. All covenants, stipulations, promises, agreements and obligations of the Village and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Village and the County and not of any member, officer or employee of the Village or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Village or the County or any natural person executing this Agreement.

Section 6.10. The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

Section 6.11. In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

Section 6.12. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Kathleen O'Connor
Commissioner of Parks,
Recreation & Conservation

VILLAGE OF SLEEPY HOLLOW

By: _____
Martin Rutya
Mayor

Approved:

Sr. Assistant County Attorney
The County of Westchester
S/JPI/PRC/Sleepy.Hollow.License.Kingsland.Pt.Park.1.3.25

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____, 2025, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

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

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

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Village Board, Village Board, Municipality Council)

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

(Signature)

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

On this _____ day of _____, 2025, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

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

Notary Public County

EXHIBIT "A"

MAP

[Attached on following page.]

DRAFT

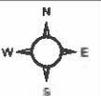


EXHIBIT "A-1"

MAINTENANCE SCHEDULE

This license agreement is subject to the Westchester County Parks Pride in Parks (PIP) comprehensive, performance-based measurement system. The program is driven by random and detailed inspections of parks and internal services. It provides management with a broad indicator of the conditions of the parks. Inspections, ratings and performance indicators are reviewed at County Parks management meetings and consist of photos, ratings, summary report, customer comments, and other performance measures. Facilities must receive a minimum grade of 85% to pass. Any facility that receives a score below 85 is reviewed again within a few weeks.

The following tasks are required and shall be performed by the Village, at its sole cost and expense, for the maintenance and operation of a safe and aesthetically pleasing park facility.

Park

The park will be clear, clean and available to the public from dawn to dusk seven days a week, weather or emergency permitting.

Buildings and Restrooms

All buildings and restrooms, including fixtures and equipment therein, on the Licensed Premises shall, at all times, be kept in a clean and orderly condition and appearance. Buildings and restrooms shall be maintained, cleaned, repaired, or repainted as necessary to maintain a clean and orderly condition and appearance.

Mowing

Grass will be cut weekly from April through October. Litter must be picked up prior to cutting grass.

String Trimming

String trimming of site amenities (benches, fences, goals, etc.) will occur weekly from April through October.

Athletic Field Maintenance

Playing surfaces will be level and free of ruts, trash and other related debris associated with activities of the park that take place on the field.

Garbage/Litter Control

An ample amount of garbage cans will be placed throughout the park to reflect need and usage of the facility. Litter will be picked up and garbage cans emptied as often as needed.

Leaf Collection/ Removal

Leaves will be removed from all turf areas, walking paths and parking lots in the autumn and removed from the site as needed.

Site Amenities

All benches, goal posts, backstops, bridges, fences, etc. will be kept in good order and repair.

Vandalism

All acts of vandalism/graffiti will be repaired and removed in a judicious timely manner.

Snow Removal

Parking lots and walkways will be plowed and cleared of snow once it accumulates greater than a ½ inch. A sand/salt mixture will be spread to alleviate icing conditions on parking lots and walkways. Under no circumstances shall the dumping or storage of snow be allowed within the Licensed Premises for any reason or at any time.

Roads/Parking Lots

Roadway and parking lot surfaces will be maintained to be free of sand, gravel, leaves and potholes. Parking lot striping will be visible at all times in order to provide adequate parking spaces.

Trees

All trees in the park will be kept in a safe and aesthetic condition. This includes “limbing up trees” to remove the lower limbs for pedestrian and vehicular clearance as needed.

Hazardous trees shall be removed in a judicious timely manner for public safety. Invasive vines and vegetation will be removed as needed as to not affect the health of the trees.

Healthy (non-invasive) tree removal is subject to regulation under the County of Westchester Tree Ordinance (above) and Westchester County Parks Department through its relevant procedures, which currently require prior approval.

EXHIBIT "B"

STANDARD INSURANCE PROVISIONS
(Licensee)

1. Prior to commencing work, and throughout the term of the Agreement, the Village 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. Village 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 Village 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 Village 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 Village 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 Village to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Village from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Village 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 Village'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 Village until such time as the Village shall furnish such additional security covering such claims in form satisfactory to the Director.

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

2 The Village 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 Village 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 Village.

DRAFT

EXHIBIT "C"

COUNTY OF WESTCHESTER TREE ORDINANCE

Sec. 765.351 Preservation of trees, shrubs and grass.

[Gen. Ord. No. 5, § 36, eff. 1-1-1979; amended by L.L. No. 18-1993]

No person shall destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground, take or remove any plant, flower, flowerbed, shrub, tree, timber growing thing, plant growth, or any branch, stem, fruit or leaf located in any park, including Playland Park; or discard, abandon, pile or maintain any material or debris of any kind against or upon the same; or attach any rope, cable or other contrivance thereto; or set fire or assist another to set fire to any timber, trees, shrubs, plants, flowers, grass or plant growth, or suffer any fire upon other land to extend onto any park; or hitch any horse or animal to or leave the same standing near enough to injure any tree, shrub, lawn, grass plot or planted area; or go upon the same, except in designated areas and at such times when permission to do so shall have been given by the commissioner. Before granting or denying such permission with respect to the activities and items specified in section 765.354 of this chapter, the commissioner shall refer the matter to the County Parks, Recreation and Conservation Board for its recommendation.

EXHIBIT "D"
WESTCHESTER COUNTY TREE REMOVAL REQUEST FORM

[FORM ATTACHED ON FOLLOWING PAGE.]

DRAFT

Completed by: _____ Facility: _____ Date: _____

NUMBER AND TREE SPECIES	DIAMETER	LOCATION (ATTACH MAP)

Reason for removal:

- Subject to the Westchester County Tree Ordinance:
 - A. More than 10 trees of 6" or more in diameter @DBH in a quarter acre (a square 104' x 104').
 - B. Specimen trees of 24" or greater in diameter @DBH.
- NOT subject to the Westchester County Tree Ordinance.

Reviewed by: _____ Date: _____
Landscape Architect/Arborist

Comments:

I. Action determined to not have a significant impact on the environment and is not subject to NYS SEQRA review (check where applicable):

- Routine maintenance or corrective measures involving no substantial changes in the existing facility.
- Maintenance of existing landscaping or existing natural growth.
- Best forest management practices are being conducted on less than 10 acres, does not include clearcutting, use of pesticides or involve onsite waste disposal.

II. Action is subject to SEQRA review

- Capital Program Project SEQRA review completed.
- SEQRA under review.
- Parks Board must initiate SEQRA review.
- Approved Disapproved

Commissioner: _____ Date: _____

- Action recommended Action NOT recommended

Chairman PRC Board: _____ Date: _____

SUBMIT