

**HONORABLE BOARD OF LEGISLATORS  
WESTCHESTER COUNTY**

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("DPWT"), to enter into inter-municipal agreements (collectively "IMAs") with local municipalities for snow and ice control on County roads located within those municipalities for the winter seasons commencing October 1, 2025 through September 30, 2030. Authorization of these IMAs will ensure the continuation of the long standing program for snow and ice control on County roads. The current inter-municipal agreements will expire on September 30, 2025.

The rates of reimbursement for the 2025/2026 season would be as follows:

\$3,257.00 per mile for 2 lane roads;  
\$4,296.00 per mile for 3 lane roads;  
\$4,748.00 per mile for 4 lane roads.

In addition, it is proposed that the Salt Shed Incentive program be continued. Those local municipalities whose salt storage and application rates are consistent with the recommendations for the 208 Water Quality Program and are in compliance with the best management practices guidelines currently endorsed by the DPWT Commissioner, would be reimbursed for snow and ice control on County roads within their boundaries for the 2025/2026 season at the following rates:

\$5,030.00 per mile for 2 lane roads;  
\$6,540.00 per mile for 3 lane roads;  
\$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

In accordance with the terms of the IMAs, the municipalities will not be responsible for the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads within the boundaries of the Municipality, unless damage to County property is caused by the Municipality, its employees, agents or contractors.

The Planning Department has advised that based on its review, the proposed IMAs may be classified as a "Type II" action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA"). Type II actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. Your Committee concurs with this recommendation.

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

Pursuant to the Laws of Westchester County, the proposed Act must be approved by an affirmative vote of not less than a majority the voting strength of the Board of Legislators.

Accordingly, after due consideration, your Committee recommends enactment of the annexed proposed Act.

Dated: November 24<sup>th</sup>, 2025  
White Plains, New York

James Williams John w/p

John R. (w/p)

Donald L. Tubiolo (w/out prejudice)

Mary Jane (w/p)

Donna w/p

Smith - w/o prejudice

John F. w/o prejudice

John R. (w/p)

James Williams John w/p

Mary Jane (w/p)

Donna w/p

Smith - w/o prejudice

Budget & Appropriations

Public Works & Transportation

COMMITTEE ON

Dated: November 24, 2025  
White Plains, New York

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

Committee(s) on:

**Budget & Appropriations**

*Colin J. [Signature]*

*Vedat Gulim w/o/p*

# FISCAL IMPACT STATEMENT

SUBJECT: Snow and Ice Agreements

☐ 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 \$ 689,437

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-46-6000-4910-GGDS

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

Describe: None

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: None

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

Current Year: Our staff is unable to plow all the roads throughout Westchester County  
that are listed in the agreements.

Next Four Years: \_\_\_\_\_

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation

Date: September 29, 2025

10/9/25  
ac

Reviewed By: [Signature]

Budget Director

Date: 10/9/25

TO: John Paul Iannace, Associate County Attorney  
Department of Law

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



DATE: September 25, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR SNOW AND ICE  
REMOVAL INTERMUNICIPAL AGREEMENTS**

---

**PROJECT/ACTION:** Agreements with local municipalities, whereby the municipality will provide for the removal of snow and ice on County-owned roads within their jurisdiction. The County will pay the municipality based on mileage, with higher rates given for the implementation of best management practices. The current 5-year agreements are due to expire. The new authorization will allow for the continuation of these services for an additional 5 years.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
- **617.5(c)(42):** emergency actions that are immediately necessary on a limited and temporary basis for the protection or preservation of life, health, property or natural resources, provided that such actions are directly related to the emergency and are performed to cause the least change or disturbance, practicable under the circumstances, to the environment....

---

**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Sean Curtin, Assistant County Attorney  
Claudia Maxwell, Principal Environmental Planner

**ACT NO. 2025-\_\_\_\_\_**

AN ACT to authorize the County of Westchester to enter into inter-municipal agreements with local municipalities for snow and ice control on County roads within the boundaries of the municipalities.

**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 inter-municipal agreements with local municipalities for snow and ice control on County roads within their boundaries for the winter seasons, for a term commencing on October 1, 2025 through September 30, 2030.

**§2.** The County shall reimburse local municipalities for snow and ice control on County roads within their boundaries at the following rates for the 2025/2026 season:

\$3,257.00 per mile for 2 lane roads;  
\$4,296.00 per mile for 3 lane roads;  
\$4,748.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

**§3.** Those local municipalities whose salt storage and application rates are consistent with the recommendations for the 208 Water Quality Program and are in compliance with the best management practices guidelines currently endorsed by the Westchester County Commissioner of Public Works and Transportation shall be reimbursed for snow and ice control on County roads within their boundaries at the following rates for 2025/2026 season:

\$5,030.00 per mile for 2 lane roads;  
\$6,540.00 per mile for 3 lane roads;  
\$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

§4. The County Executive, or his authorized designee be and hereby is authorized and empowered to take such actions and to execute and deliver such instruments and agreements as may be necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.



**THIS AGREEMENT** made \_\_\_\_\_ by and between

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

and

**[INSERT MUNICIPALITY NAME AND ADDRESS]**,  
(hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

**WHEREAS**, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

**FIRST:** This Agreement shall commence on October 1, 2025 and shall expire on September 30, 2030 unless sooner terminated as herein provided.

**SECOND:** The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

The Municipality shall not be required to provide the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads as identified in Schedule "D", unless damage to County property is caused by the Municipality, its employees, agents or contractors.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

**THIRD:** For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".

(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

	<b><u>Roads Added</u></b>	<b><u>Roads Deleted</u></b>
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

**FOURTH:** Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

**FIFTH:** The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the moneys appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement

constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

**SEVENTH:** Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part when deemed to be in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall

be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

**EIGHTH:** Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

**NINTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated ("Laws") including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

**TENTH:** The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY (\$50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(f) The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**ELEVENTH:** The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide County if the Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

**TWELFTH:** 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, to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner  
Westchester County Department of Public Works and Transportation  
Michaelian Office Building  
148 Martine Avenue, Room 518  
White Plains, New York 10601

With a copy to:

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

To the Municipality:

[INSERT NOTICE INFO]

**THIRTEENTH:** VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "E." Payments will be automatically credited to the Municipality's designated bank account at the Municipality's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

**FOURTEENTH:** 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. No waiver by either party or any provision hereof shall be implied.



**FIFTEENTH:** This Agreement shall bind the successors, assigns and representatives of the parties hereto.

**SIXTEENTH:** 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. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

**SEVENTEENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

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

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

IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Hugh J. Greechan, Jr., P.E.  
Commissioner of Public Works and Transportation

**[MUNICIPALITY]**

By: \_\_\_\_\_  
Name:  
Title:

Authorized by the Westchester County Board of Legislators on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Approved

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester

*K:SJC/DPW/Snow&Ice.IMA.8.22.2025*

**MUNICIPALITY'S ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are)  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the  
individual(s), or the person upon behalf of which the individual(s) acted, executed the  
instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_  
*(Officer other than Officer signing agreement)*

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title) (Name of Municipality)*

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

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

named in the foregoing agreement that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution

\_\_\_\_\_ of the Municipality, that said agreement  
*(Title of Person Executing Agreement)*

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

\_\_\_\_\_ thereunto duly  
*(Town Board, Village Board, Town Council)*

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 \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as

\_\_\_\_\_ of \_\_\_\_\_,  
*(Title) (Municipality)*

the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public

**SCHEDULE "A"**

**WITHOUT "208" INCENTIVE**

The rates of reimbursement for the 2025/2026 season shall be as follows:

\$3,257.00 per mile for 2 lane roads;

\$4,296.00 per mile for 3 lane roads;

\$4,748.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

**SCHEDULE "B"**

**WITH "208" INCENTIVE**

\$5,030.00 per mile for 2 lane roads;  
\$6,540.00 per mile for 3 lane roads;  
\$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

DRAFT

## SCHEDULE " C "

### 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.web.ny.gov>.

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

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

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

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

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

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

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

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

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

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



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

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

DRAFT

Revised Jan 2018-Municipality

**SCHEDULE "D"**  
**COUNTY ROADS – SNOW AND ICE AGREEMENT**

DRAFT

## **SCHEDULE "E"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

1	2	3	4	5
---	---	---	---	---

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

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

### Section I - VENDOR INFORMATION

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

### Section II - FINANCIAL INSTITUTION INFORMATION

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