



Public Works & Transportation Meeting Agenda

Committee Chair: Vedat Gashi

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

Monday, May 17, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting joint with the Committees on Budget & Appropriations and Parks & Recreation

MINUTES APPROVAL

Monday, May 10, 2021 at 10:00 AM Minutes

I. ITEMS FOR DISCUSSION

1. [2021-301](#) **ENV RES-RHW01-Hillside Woods Restoration**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RHW01 - Hillside Woods Restoration.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with B&A and P&R.

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) - Department of Public Works & Transportation

2. [2021-302](#) **BOND ACT-RHW01-Hillside Woods Restoration**

A BOND ACT authorizing the issuance of ONE HUNDRED THOUSAND (\$100,000) DOLLARS in bonds of Westchester County to finance Capital Project RHW01 - Hillside Woods Restoration.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with B&A and P&R.

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) - Department of Public Works & Transportation

3. [2021-303](#) IMA-Urban Forestry Mngmt. Proj.-RHW01-Hastings-on-Hudson

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Hastings-on-Hudson in connection with an Urban Forestry Management Project (Capital Project RHW01).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with B&A and P&R.

Guests: Commissioner Kathy O'Connor, First Deputy Commissioner Peter Tartaglia- Department of Parks & Recreation; Ken Uhle, Program Coordinator (Capital Planning-Park Facilities) - Department of Public Works & Transportation

II. OTHER BUSINESS**III. RECEIVE & FILE****ADJOURNMENT**

April 30, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval are the following in connection with capital project RHW01 - Hillside Woods Restoration ("RHW01"):

- 1) A Bond Act ("Bond Act") to finance capital project RHW01; and
- 2) An Act to authorize an IMA with the Village of Hastings-on-Hudson (the "Village") for the purpose of implementing capital project RHW01 (the "Act").

By way of background, in 1993 the County of Westchester (the "County") and the Village entered into an agreement (the "1993 Agreement") to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village, for the purpose of establishing the Hillside Woods and Park (hereinafter the "Park"). Pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park. Due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition. Both the Village and the County now seek to undertake an Urban Forestry Management Project to restore and regenerate the Park back to its natural condition (the "Project"). The Project will consist of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing.

The Bond Act, in the amount of One Hundred Thousand (\$100,000.00) Dollars, would finance the funding for the Project.

The Act would authorize the County to enter into an IMA with the Village. The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Village in connection with the implementation of the Project. In accordance with the IMA, the Village will perform the work necessary to complete the Project. The County will pay to the Village, on a cost reimbursement basis, an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the work.

The Planning Department has advised that based upon its review, this project falls within the definition of an "Unlisted" Action under SEQRA and its implementing regulations 6 NYCRR, Part 617. The Planning Department has prepared the attached Short Environmental Assessment Form to assist your Honorable Board in making the required determination of significance pursuant to SEQRA.

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

Sincerely,



George Latimer
County Executive

GL/KOC/jpg
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of the following in connection with capital project RHW01 – Hillside Woods Restoration:

- 1) A Bond Act (“Bond Act”) to finance capital project RHW01; and
- 2) An Act to authorize an IMA with the Village of Hastings-on-Hudson (the “Village”) for the purpose of implementing capital project RHW01 (the “Act”).

Your Committee is advised that in 1993 the County of Westchester (the “County”) and the Village entered into an agreement (the “1993 Agreement”) to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village, for the purpose of establishing the Hillside Woods and Park (hereinafter the “Park”). Pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park. Due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition. Both the Village and the County now seek to undertake an Urban Forestry Management Project to restore and regenerate the Park back to its natural condition (the “Project”). The Project will consist of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing.

The Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would authorize the County to issue \$100,000.00 in bonds to finance the funding for the Project.

The Act would authorize the County to enter into an IMA with the Village. The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Village in connection with the implementation of the Project. In accordance with the IMA, the Village will perform the work necessary to complete the Project. The County will pay to the Village, on a cost reimbursement basis, an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the work.

The Planning Department has advised that, based on its review, this project falls within the definition of an “Unlisted” Action under Article 8 of SEQRA and its implementing regulations, 6 NYCRR Part 617, which requires an assessment of environmental impacts. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (“EAF”) and the criteria contained in Section 617.7 of the SEQRA regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

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

Dated: _____, 2021
White Plains, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RHW01

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 100,000 PPU 5 Anticipated Interest Rate 0.30%

Anticipated Annual Cost (Principal and Interest): \$ 20,180

Total Debt Service (Annual Cost x Term): \$ 100,900

Finance Department: Interest rates from April 15, 2021 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 1

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: Ken Uhle

Title: Program Coord. Capital Planning PRC

Department: DPW&T

Date: 4/22/21

Reviewed By: 

Budget Director

Date: 4/25/21

RESOLUTION

WHEREAS, there is pending before this Honorable Board a Bond Act to authorize the County of Westchester (the “County”) to issue bonds and an Act to authorize the County to enter into an intermunicipal agreement with the Village of Hastings-on-Hudson (the “Village”) in connection with capital project RHW01 – Hillside Woods Restoration (the “Capital Project”); and

WHEREAS, this Honorable Board has determined that the proposed Capital Project would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, pursuant to SEQRA and its implementing regulations (6 NYCRR Part 617), this project is classified as an “Unlisted” Action which requires a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, this capital project is part of a larger forest management plan being implemented by the Village; and

WHEREAS, the Village Board of Trustees reviewed the overall plan in accordance with SEQR and adopted a Negative Declaration for the project on February 19, 2020, however, the Village did not include the County as an involved agency in a coordinated review; and

WHEREAS, the County must now conduct its own environmental review; and.

WHEREAS, in accordance with SEQRA and its implementing regulations, a Short Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board's review of the Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Capital Project and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

TO: Michelle Greenbaum, Assistant County Attorney
Jeffrey Goldman, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: April 15, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
RHW01 HILLSIDE WOODS RESTORATION**

The Planning Department has reviewed capital project RHW01- Hillside Woods Restoration (Unique ID: 1606) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project meets the definition of an Unlisted action. This capital project is part of a larger forest management plan being implemented by the Village of Hastings-on-Hudson. The Village Board of Trustees reviewed the overall plan in accordance with SEQR and adopted a Negative Declaration for the project on February 19, 2020. However, the Village did not include the County as an involved agency in a coordinated review. As such, the County must conduct its own environmental review.

To assist the County in complying with the requirements of SEQR, attached is a Short Environmental Assessment Form for consideration by the Board of Legislators. Part I of this form was completed by the Village of Hastings-on-Hudson.

Please contact me if you require any additional information regarding this document.

DSK/cnm

Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Tami Altschiller, Assistant Chief Deputy County Attorney
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Gideon Grande, Deputy Budget Director
Lorraine Yazzetta, Associate Budget Analyst
Anthony Zaino, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Hillside Woods and Park Restoration Project			
Project Location (describe, and attach a location map): Hillside Woods and Hillside Park, Village of Hastings-on-Hudson			
Brief Description of Proposed Action: The Hillside Woods and Park project outlines a process to restore Hillside Woods and Park to a healthy eastern woodlands. The woodlands are in a severely deteriorated condition, which is in large part triggered by the combination of overpopulation of deer, competing invasive plants, and light on the forest floor. The restoration process will begin with the removal of invasive plants and hazard trees threatening to overrun the forest. After these plants have been controlled, deer enclosure fence will be erected to keep the deer population from over browsing the understory and decimating native plants. Lastly, select native trees, shrubs, and herbaceous plants will be planted to restore diversity and aid in the regeneration of the forest			
Name of Applicant or Sponsor: Village of Hastings-on-Hudson		Telephone: 914-478-3400	
Address: 7 Maple Avenue		E-Mail: villagemanager@hastingsgov.org	
City/PO: Hastings-on-Hudson		State: NY	Zip Code: 10706
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: DASNY SAM grant funding			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		approx. 80 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		84 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): School			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
If the proposed action will exceed requirements, describe design features and technologies:			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	<input type="checkbox"/>	<input type="checkbox"/>	
If No, describe method for providing potable water: _____			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	<input type="checkbox"/>	<input type="checkbox"/>	
If No, describe method for providing wastewater treatment: _____			
N/A	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Village of Hastings-on-Hudson</u>		Date: <u>9/18/2020</u>
Signature: <u>May BETA Myky</u>		Title: <u>Village Manager</u>

PRINT FORM

Project: Hillside Woods Restoration (RHW01)

Date: April 2021

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Hillside Woods Restoration (RHW01)
Date:	April 2021

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This project is being conducted in accordance with an Urban Forest Management Plan that was developed to restore the health of the forest at the adjoining park properties known as Hillside Woods and Hillside Park. Hillside Park is owned by the Village of Hastings-on-Hudson. Hillside Woods is jointly owned by the Village and the County of Westchester. Under capital project RHW01, the County will provide funding to the Village of Hastings to implement the management plan on 30 acres of the Hillside Woods section of the overall 80-acre management area. The County-sponsored work will include the removal of non-native and hazardous trees, the removal of invasive species, the installation of approximately 2,000 linear feet of chain-link fencing, and the purchase and installation of over 1,400 native trees and shrubs.

The Hillside Woods section contains intermittent streams that flow to the Saw Mill River and a small, approximately 0.2-acre, ephemeral pool that has been classified as a freshwater emergent wetland by the National Wetlands Inventory, but is not regulated by New York State. Large tree removals that are not near any trails will be conducted by girdling with selective applications of herbicides as necessary. The removal of invasive brush will be conducted by hand or mechanical means, so there will be minimal impacts associated with herbicides. Prevention of deer overgrazing and restoration of the natural understory will serve to protect the soil from erosion and protect water resources. Hillside Woods does not contain any NYS mapped cultural resources or historic buildings, aside from remnants of an old chimney, which will not be affected by this project. Since ground disturbance will be limited to plantings and small posts for fencing installation, impacts to archaeological resources are also not anticipated.

Although exclusion fencing will reduce available habitat to deer, immunocontraception efforts already being implemented by the Village to control the deer population will minimize some of the ramifications from this habitat loss. More importantly, this project will restore the natural diversity that will support native wildlife that have been adversely impacted by the decimation of the understory and the overtaking of the site by invasive species.

The project will serve to benefit the environment by restoring the eastern woodland ecology of a sizable portion of undeveloped land within a developed region of Westchester County.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
County of Westchester	
_____ Name of Lead Agency	_____ Date
Malika Vanderburg	Clerk to the Westchester County Board of Legislators
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM



ACT NO. -20 ____

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE IMPLEMENTATION OF A URBAN FORESTRY MANAGEMENT PLAN AT THE HILLSIDE WOODS RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the implementation of a urban forestry management plan at the Hillside Woods Restoration, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$100,000. The plan of financing includes the issuance of \$100,000 bonds herein authorized and any bond

anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$100,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$100,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and

relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on _____, 20____ and approved by the County Executive on _____, 20____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this _____ day of _____, 20____.

(SEAL)

The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20____ and approved by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE IMPLEMENTATION OF A URBAN FORESTRY MANAGEMENT PLAN AT THE HILLSIDE WOODS RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

object or purpose: to finance the implementation of a urban forestry management plan at the Hillside Woods Restoration, as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued
and period of probable usefulness: \$100,000; five (5) years

Dated: _____, 20____
White Plains, New York

The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*
RHW01

CBA

Fact Sheet Date:*
01-04-2021

Fact Sheet Year:*
2021

Project Title:*
HILLSIDE WOODS RESTORATION

Legislative District ID:
12,

Category*
RECREATION FACILITIES

Department:*
PARKS, RECREATION &
CONSERVATION

CP Unique ID:
1606

Overall Project Description

This project shall fund the implementation of an Urban Forestry Management Plan to restore and regenerate the forest at Hillside Woods.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2021	2022	2023	2024	2025	Under Review
Gross	100	100	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	100	100	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Implementation of the Forest Management Plan.

Financing Plan for Current Request:

Non-County Shares:	S 0
Bonds/Notes:	100,000
Cash:	0
Total:	\$ 100,000

SEQR Classification:

UNLISTED

Amount Requested:

100,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	100,000	TIMBER STAND IMPROVEMENT AND INVASIVE BRUSH MANAGEMENT

Total Appropriation History:

100,000

Total Financing History:

0

Recommended By:

Department of Planning
WBB4

Date
12-21-2020

Department of Public Works
RJB4

Date
12-22-2020

Budget Department
LMY1

Date
12-23-2020

Requesting Department
KUU1

Date
12-23-2020

HILLSIDE WOODS RESTORATION (RHW01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD
Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)									
	Est Ult Cost	Appropriated	Exp / Obl	2021	2022	2023	2024	2025	Under Review
Gross	100	100							
Non County Share									
Total	100	100							

Project Description

This project shall fund the implementation of an Urban Forestry Management Plan to restore and regenerate the forest at Hillside Woods.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Appropriation History			
Year	Amount	Description	Status
2020	100,000	Timber stand improvement and invasive brush management	AWAITING BOND AUTHORIZATION
Total	100,000		

Prior Appropriations			
	Appropriated	Collected	Uncollected
Bond Proceeds	100,000		100,000
Total	100,000		100,000

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Hastings-on-Hudson in connection with an Urban Forestry Management Project (Capital Project RHW01).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Hastings-on-Hudson (the “Village”), in substantially the form attached hereto, in connection with an Urban Forestry Management Project (the “Project”) to be conducted by the Village at the Hillside Woods and Park located in the Village.

§2. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall terminate upon the expiration of any bonds issued in connection with the Project.

§3. The County shall pay the Village an amount not-to-exceed One Hundred Thousand (\$100,000) Dollars on a cost reimbursement basis pursuant to an approved budget, to perform the Project.

§4. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§5. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT – HILLSIDE WOODS
URBAN FORESTRY MANAGEMENT PLAN

THIS AGREEMENT made this ___ day of _____, 2021 (the “Commencement Date”),
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10706 (the “County”),

and

VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (the “Village”),

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

WHEREAS, by agreement dated December 30, 1993 (the “1993 Agreement”), the County and the Village agreed to simultaneously purchase an undivided interest in Hillside Woods, an approximately 52 acre woodland in the Village of Hastings-on-Hudson, for the purpose of establishing the Hillside Woods and Park (hereinafter the “Park”); and

WHEREAS, pursuant to the terms of the 1993 Agreement, the Village agreed to assume full responsibility for the administration and management of the Park; and

WHEREAS, due to an overpopulation of deer, competing invasive plants, and poor light conditions on the forest floor, the Park is in a severely deteriorated condition; and

WHEREAS, the Village seeks to undertake an Urban Forestry Management Plan consisting of, among other things, tree and invasive plant removal; tree and shrub replanting; and installation of deer fencing, to restore and regenerate Park back to its natural condition (the “Project”); and

WHEREAS, the County seeks to assist the Village with the Project by contributing \$100,000 in funding (the “County’s Contribution”); and

WHEREAS, the County's Contribution shall be paid for through the issuance of County bonds (the "County Bonds"); and

WHEREAS, the County and Village are desirous of entering into an Inter-Municipal Agreement (the "Agreement"), to set forth the terms and conditions under which the Village will undertake the Project; and

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

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **PERFORMANCE OF WORK**: The Village agrees to perform, or cause its contractors and/or consultants to perform, the work necessary to complete the Project, in accordance with the scope of work attached hereto and made a part hereof as Schedule "A" (the "Work").

The Work necessary to complete the Project shall be conducted on that portion of the Park depicted on the map which is attached hereto and made a part hereof as Schedule "B".

3. **TERM**: The term of this Agreement shall commence upon execution hereof by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall terminate upon the expiration of the County Bonds issued in connection with the Project.

Notwithstanding anything herein to the contrary, the Project itself shall be fully completed no later than two (2) years from the Commencement Date (the "Project Completion Date").

4. **COSTS**: The County shall contribute an amount not-to-exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS towards the Project, payable in accordance with the itemized budget set forth in Schedule "A" (the "Budget"), attached hereto and made a part hereof, which itemized costs set forth in said Budget shall be approximate.

Any and all requests for payment to be made hereunder, including any request for partial payment in proportion to Work completed, shall be submitted by the Village on properly executed payment vouchers of the County, which vouchers must be accompanied by a numbered invoice and include the invoice number where indicated. All invoices submitted shall specify the Budget items completed, or partially completed, for which payment is being sought, utilize consecutive numbering and be non-repeating. Payment shall be made by the County only after approval of said payment vouchers by the County's Commissioner of Parks Recreation and Conservation or her duly authorized designee (the "Commissioner"), which approval shall not be unreasonably withheld. In no event shall *final* payment be made to the Village prior to completion of the Project and the approval of same by the Commissioner.

The Village shall, at no additional charge, furnish, or cause its contractors or consultants to furnish, all labor, services, materials, tools, equipment and other appliances necessary to complete the Project.

Notwithstanding anything herein to the contrary, the County's total contribution to the Project shall not exceed \$100,000.00. Should the total Project costs exceed the \$100,000.00 amount set forth above, the Village shall be solely responsible for the payment of any overages.

5. VENDOR DIRECT PAYMENT: All payments made by the County to the Village will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. If the Village is not already enrolled in the Vendor Direct Program, it will be required to fill out and submit an EFT Authorization Form. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "C".

6. SUBJECT TO COUNTY APPROPRIATIONS: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not

in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

7. **TERMINATION:** (a) The County, upon ten (10) days notice to the Village, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Village shall be compensated and the County shall be liable only for payment for Work already rendered under this Agreement prior to the effective date of termination in accordance with the Budget attached hereto as Schedule "A". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Village shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Village shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Village prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Village. The Village shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Village of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Village of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion,

and any additional expense or cost of such completion shall be charged to and paid by the Village. Without limiting the foregoing, upon written notice to the Village, repeated breaches by the Village of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

8. MAINTENANCE AND REPAIRS: The improvements made pursuant to the Project (the “Improvements”) shall be kept in good order and repair by the Village at the Village’s sole cost and expense, and the Village shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, which may be necessary or required so that at all times the Improvements shall be in thorough good order, condition and repair.

9. MAINTENANCE OF RECORDS: The Village shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection with the Project. The County shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved.

All of the provisions of this Section “9” will survive the expiration or other termination of this Agreement.

10. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

The Village expressly represents, warrants and guarantees to the County that: it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York; the execution and performance of this Agreement by the Village has been duly authorized by its governing body; this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Village enforceable against the Village in accordance with their respective

terms; and the Village will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Village;

(a) the person signing this Agreement on behalf of the Village has full authority to bind the Village to all of the terms and conditions of this Agreement;

(b) it is financially and technically qualified to perform its obligations hereunder, pursuant to this Agreement.

11. INSURANCE; INDEMNIFICATION: In addition to, and not in limitation of the insurance requirements contained in Schedule “D” entitled “Standard Insurance Provisions, attached hereto and made a part hereof, the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Village 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 Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the 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.

This provisions of this Section “11” shall survive termination or expiration of this Agreement.

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

13. ENTIRE AGREEMENT; AMENDMENT: This Agreement, including without limitation, all Schedules and attachments, constitute the entire Agreement between the Parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

14. COMPLIANCE WITH LAW: The County and Village will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

All of the provisions of this Section "14" will survive the expiration or other termination of this Agreement.

15. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County:

Commissioner
Department of Parks, Recreation
& Conservation
County of Westchester
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to:

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

To the Village:

Village of Hastings-on- Hudson
7 Maple Avenue
Hastings-on-Hudson, New York 10706

with a copy to:

Office of the Village Attorney
1311 Mamaroneck Avenue, Suite 340
White Plains, NY 10605

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

17. **COUNTY APPROVALS**: It is hereby acknowledged that any request by the Village for any modification of the terms hereof which requires the consent of the County, will be subject to the receipt of any and all necessary County legal approvals.

18. **EXECUTION**: This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

19. **GOVERNING LAW**: This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

20. **NO WAIVER**: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

21. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

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

23. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

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

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

VILLAGE OF HASTINGS-ON-HUDSON

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators on _____, 2021 by Act No. ____-2021

Approved by the Hastings-on-Hudson Village Council on _____, 2021 by Resolution No. _____

Approved as to form and manner of execution:

Approved as to form and manner of execution

Sr. Assistant County Attorney
County of Westchester

Village Attorney
Village of Hastings-on-Hudson

VILLAGE ACKNOWLEDGMENT

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

On the ___ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Village Officer and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

DRAFT

VILLAGE CERTIFICATE OF AUTHORITY

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

the _____ of the _____, a municipal corporation
(Title) (Municipality)
duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate 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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, 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 _____, 2021, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____

_____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual
taking acknowledgment

SCHEDULE "A"

Scope of Work and Budget

Timber stand improvement
(Norway Maple Cull)
30 acres \$ 10,000.00

Invasive brush management
hand tool and mechanical
30 acres \$ 20,000.00

Tree, Shrub, wild flower and
fern planting, site prep and
mulching.
1445 trees and shrubs \$ 20,000.00

Fencing
2000LF \$ 50,000.00

TOTAL \$100,000.00

DRAFT

SCHEDULE "B"

[Map of Project Area]

DRAFT

SCHEDULE "C"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

SCHEDULE "D"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

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

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

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

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

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

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(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.

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