

**LOCAL LAW INTRO. NO. \_\_\_\_ - 2025**

**A LOCAL LAW** authorizing the County of Westchester to enter into intermunicipal agreements with participating municipalities for the participating municipalities to install EV charging stations on municipally owned properties with the County contributing up to 50% of the costs to design, purchase and install the EV charging stations, less incentives, rebates and grants, for a total amount in the aggregate, not to exceed \$5,000,000 and taking back a leasehold interest in the properties on which the charging stations are installed for a term which shall commence on execution and terminate when the bonds issued for the program have been paid in full.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into intermunicipal agreements (the “IMA”) with the participating municipalities listed below (the “Participating Municipalities”) to provide funding for the Participating Municipalities to design, purchase and install Electric Vehicle (“EV”) charging stations and appurtenances thereto on the municipally-owned properties listed below, including the costs for construction of the infrastructure needed to install the EV charging stations (the “Projects”) for a term to commence upon execution and terminate on when the bond issued for this program have been paid in full:

<b>LIST OF PROPERTIES IN EV CHARGING STATION MUNI PROGRAM</b>			
<b>Participating Municipality</b>	<b>#</b>	<b>Property</b>	<b>Street Address (or nearby)</b>
<b>Ardsley, V</b>			
	1.	6.60-39-19	220 Heatherdell Road
	2.	6.50-34-1	507 Ashford Avenue
	3.	6.110-102-1, adjacent to playground	638 Ashford Avenue
<b>Briarcliff Manor, V</b>			
	4.	104.07-1-3	156 Scarborough Station Road
	5.	98.10-1-59	1111 Pleasantville Road

<b>Bronxville, V</b>			
	6.	3./1/3	5 Cedar Street
<b>Cortlandt, T</b>			
	7.	13.17-1-21	29 Westbrook Drive
	8.	23.11-1-31	1 Heady Street
	9.	54.5-2-49	45 Riverview Avenue
	10.	55.9-2-1.1	3 Memorial Drive
	11.	56.5-1-10	293A Furnace Dock Road
<b>Dobbs Ferry, V</b>			
	12.	Cedar Street between Main Street and Broadway	99 Cedar Street
	13.	3.80-36-1	11 Station Plaza
	14.	3.80-43-15	112 Main Street
	15.	3.80-36-43	99 Cedar Street
<b>Elmsford, V</b>			
	16.	Elm Place Between Rt 9A and N Stone Ave	37 Elm Place
	17.	Vreeland Ave Between Rt119 and Paulding St	11 Vreeland Avenue
<b>Hastings on Hudson, V</b>			
	18.	4.70-48-14	147 South Side Avenue
	19.	4.40-26-11	9 Edgars Lane
	20.	4.70-48-14	8 West Main Street
	21.	4.70-48-7	131 South Side Avenue
	22.	4.30-20-2	7 Maple Avenue
<b>Irvington, V</b>			
	23.	South Buckhout Street near West Clinton Avenue	240 S Buckout Street
	24.	2.80-29-11	12 S Astor Street
	25.	2.90-45-87	9 S Broadway
	26.	2.80-33-2	29 Bridge Street
	27.	Hudson Road West between Clifton Place and Ardsley Avenue West	Hudson Road West

	28.	2.111-59-54.3	170 Mountain Road
	29.	2.60-25-14	102 E Sunnyside Lane
<b>Lewisboro, T</b>			
	30.	43.15-2-14	11 Main Street
	31.	43.15-1-9	85 Spring Street
<b>Mamaroneck, T</b>			
	32.	1-26-518	120 Myrtle Boulevard
	33.	1-33-840	175 Myrtle Boulevard
<b>Mount Kisco, T</b>			
	34.	69.65-3-4	184 Carpenter Avenue
	35.	69.80-6-5	23 S. Moger Avenue
	36.	69.81-1-2	2 Kirby Plaza
	37.	80.25-2-1	29 Green Street
	38.	80.66-1-1	1 Wallace Drive
<b>Mount Pleasant, T</b>			
	39.	112.15-1-6	125 Lozza Drive
	40.	112.19-1-10	1 Town Hall Plaza
	41.	112.9-3-36	389 Elwood Avenue
	42.	117.19-1-2	2 Cleveland Street
<b>New Rochelle, C</b>			
	43.	1-246-0100	51 Lacount Place
	44.	1-100-0001	2 Pelham Road
<b>North Castle, T</b>			
	45.	108.03-1-67	17 Bedford Road
	46.	108.03-1-60	205 Business Park Drive
	47.	122.08-1-3	10 Clove Road
	48.	108.01-6-21	40 Maple Avenue
<b>Peekskill, C</b>			
	49.	33.29-4-16	900 Central Avenue

	50.	33.30-2-3	1050 Park Street
	51.	32.12-4-6	28 Water Street S
	52.	32.12-1-1-COMMON	414 Hudson Avenue
<b>Port Chester, V</b>			
	53.	142.62-1-28	222 Grace Church Street
<b>Rye Brook, V</b>			
	54.	141.35-2-50	37 Garibaldi Place
	55.	129.68-1-14	938 King Street
<b>Scarsdale, V</b>			
	56.	Chase Rd between Boniface Circle and Spencer Place	28 Chase Street
	57.	03.01.1	1001 Post Road
	58.	02.06.7.1	64 East Parkway
<b>Sleepy Hollow, V</b>			
	59.	115.11-1-3	55 Elm Street
	60.	115.11-4-41	21 Beekman Avenue
	61.	115.15-1-5	69 River Street
<b>Tarrytown, V</b>			
	62.	1.70-30-2	1 Depot Plaza
	63.	1.50-20-11	McKeel Avenue
	64.	1.70-29-43	238 W Main Street
	65.	1.70-33-23..V	17 S. Washington Street
<b>White Plain, C</b>			
	66.	130.36-3-2	93 Waller Avenue
	67.	125.84-4-8.2	5 Lyon Place
	68.	125.84-7-12	9 Chester Avenue
	69.	125.84-1-1	125 Court Street
	70.	131.09-4-18.1	550 Mamaroneck Avenue
	71.	126.53-1-7	9 North Kensico Avenue
	72.	125.68-5-1	365 Hamilton Avenue



<b>Yonkers, C</b>			
	73.	3.-3182-50.100	1130 Nepperhan Avenue
	74.	6.-6031-12.16	441 Central Park Avenue
	75.	1.-615-1	130 Fernbrook Street
	76.	1.-513-1	8 Buena Vista Avenue
	77.	3.-3182-120	1091 Nepperhan Avenue
	78.	1.-488-1	118 New Main Street
<b>Yorktown, T</b>			
	79.	16.06-1-17	1130 East Main Street

§2. The County shall provide funding to reimburse the Participating Municipalities up to a 50% of the costs to design, purchase and install the EV charging stations for the Projects, as per approved budgets, less any incentives, rebates or grants received by the Participating Municipalities (the “County Contribution”), for a total amount, in the aggregate, not to exceed Five Million (\$5,000,000) Dollars.

§3. The County shall not be liable for any costs and expenses in excess of the County Contribution, and in the event the costs for the EV charging stations exceed the County Contribution, the Participating Municipality shall be solely liable to pay said excess.

§4. The Commissioner of the Department of Public Works and Transportation may approve amendments to any individual scopes of work, budgets or not-to-exceed amounts for the individual IMAs, *provided, however*, the aggregate amount payable under all of the IMAs with the Participating Municipalities for the program does not exceed Five Million (\$5,000,000) Dollars.

§5. The Participating Municipality shall be responsible for the operation, maintenance, scheduling, security and repair of the EV charging stations and Properties at its own expense.

§6. The EV charging stations shall be accessible and open to all Westchester residents. To the extent any fees are charged for the use of EV charging stations, the fees charged to non-residents of the Participating Municipality shall not exceed the fees charged to the Participating Municipality’s residents.

§7. The IMA will include a provision granting the County a leasehold interest in the respective Properties and Projects for the term of the IMA.

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

§9. This Local Law shall take effect immediately.

## **INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT** (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (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 10601 (hereinafter referred to as the "County")

and

\_\_\_\_\_, a municipal corporation of the State of New York having an office and principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Municipality").

### **RECITALS:**

**WHEREAS**, the County has established a program (the "Program") to encourage and promote electric vehicle ("EV") charging stations in Westchester County on municipally-owned property; and

**WHEREAS**, the Westchester County Board of Legislators adopted a Local Law and Bond Act No. \_\_\_\_\_ for capital project BPF39 on \_\_\_\_\_ in the amount of \$5,000,000.00 to finance the Program and authorized the County to enter into inter-municipal agreements with municipalities set forth in the Local Law to participate in the Program (the "Participating Municipalities"); and

**WHEREAS**, the Municipality is the owner of certain real property described in Schedule "A", which is attached hereto and made a part of this Agreement (individually, the "Property" and, collectively, the "Property(ies)"), and has filed an application with the County to participate in the Program; and

**WHEREAS**, the County wishes to enter into this Agreement with the Municipality for it to participate in the Program; and

**WHEREAS**, through the Program, the County wishes to reimburse the Municipality for a portion of the costs it incurs to design, purchase and install the EV charging station(s) and appurtenances thereto on the Property(ies), including the costs for construction of the infrastructure necessary to install the EV charging station(s), as set forth in this Agreement (individually, the “Project” and, collectively, the “Project(s)”); and

**WHEREAS**, Project(s) that qualify for County assistance under this Agreement are either (1) new EV charging stations project(s) as of the date of execution of this Agreement, or (2) EV charging station project(s) that are in progress but not substantially completed as of the date of execution of this Agreement.

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

**ARTICLE I**  
**TERM**

**Section 1.0.** The recitals are hereby incorporated by reference into the body of this Agreement.

**Section 1.1.** The term of this Agreement shall commence upon the Commencement Date and shall be equal to the life of any bonds issued by the County to fund the Program.

**ARTICLE II**  
**EV CHARGING STATION PROJECT(S)**

**Section 2.1.** The Municipality shall provide or contract for all labor, materials and equipment needed to design, purchase and install the following Project(s) as described in the scope(s) of work, attached hereto and made a part hereof as Schedule “B”, and in accordance with the terms of this Agreement.

Parcel ID/ Properties on which the charging stations will be installed	Location Name	# Charging Stations

The Municipality shall submit within \_\_\_\_\_ days of the Commencement Date construction drawings and specifications (the “Construction Drawings”) signed and sealed by a professional engineer licensed in the State of New York for each Project. Construction Drawings shall include, but are not limited to, site plans, structural plans, mechanical plans and electrical plans. The Construction Drawings are to delineate all existing and proposed conditions and are to be developed in accordance with all applicable federal, state and local laws, rules, regulations, codes, standards, and requirements. No construction shall commence until the Construction Drawings are submitted to the County Commissioner of Public Works and Transportation or his duly authorized designee (the “Commissioner”). Such Construction Drawings will be deemed incorporated herein by reference. All work on the Project(s) shall be in conformance with the Construction Drawings unless otherwise approved by the Commissioner.

The Municipality shall undertake and complete the Project(s) in accordance with all applicable federal, state and local laws, rules, regulations, codes, standards and requirements.

The Municipality represents that procurement for the purchase and installation of the Project(s) will be pursuant to section 103 of the General Municipal Law as applicable. In no event shall the retention of contractor(s) by the Municipality for Project(s) relieve or otherwise discharge the Municipality from its obligations under this Agreement or create a third party beneficiary relationship between the County and such contractor(s), and the parties hereto expressly disclaim any intention to create such a relationship.

The design, purchase, and installation of the Project(s) will be carried on continuously, diligently and with dispatch to final completion, and said construction will be completed within \_\_\_\_\_ months of execution hereof unless extended with the written consent of the Commissioner.

**Section 2.2.** Approved budgets showing the total cost to design, purchase and install the Project(s) are set forth in Schedule “C”, which is attached hereto and made a part hereof (the “Budget(s)”).

In exchange for the Property(ies) and the Project(s) thereon being open and accessible to all County residents, the County agrees to finance a portion of the Budget(s) in a total amount not to exceed \_\_\_\_\_ \$ \_\_\_\_\_ DOLLARS (the “Funds”), payable following submission of invoices by the Municipality according to the terms set forth in this Agreement.

The Commissioner, in his/her sole discretion, may approve in writing an amendment to the scopes of work(s), Budget(s) and/or the not to exceed Funds amount, *provided, however*, the aggregate amount payable under this Agreement and under the agreements entered into between the County and all other Participating Municipalities under the Program shall not exceed \$5,000,000.00.

For purposes of this Agreement, the term “County Contribution” means an amount up to fifty percent (50%) of the total cost of the Project(s) as set forth in the Budget(s), subject to the following conditions, limitations and reductions:

(1) the fifty percent (50%) will be reduced if the Municipality receives funding from any other sources for the Project(s), such as incentives from Con Edison, or other incentives, rebates or grants. By way of example, if the total cost of a Project is \$200,000.00, then the County Contribution will be the following:

(i) If the Municipality receives \$100,000.00 in funding from other sources, the County Contribution will be \$100,000.00.

(ii) If the Municipality receives \$110,000.00 in funding from other sources, the County Contribution will be reduced to \$90,000.00.

(iii) If the Municipality receives \$80,000.00 in funding from other sources, the County Contribution will be \$100,000.00, and the Municipality shall be responsible for \$20,000.00.

(2) the fifty percent (50%) shall only reimburse for the cost of work performed:

(i) on the Property(ies), or

(ii) on public right of ways to access electricity for the Project(s) from power lines that are situated within public right of ways. The Municipality shall be responsible for obtaining prior written approval from the utility companies to access the public right of ways and power source.

(3) the fifty percent (50%) shall only reimburse for costs in the Budget(s) that come within the terms of this Agreement provided the Municipality is in compliance with the terms of the Agreement and in no event shall the total amount of the County Contribution exceed the not to exceed amount for the Funds set forth in above.

The Municipality shall be responsible for the total amount of the Budget for each Project, less the reimbursement by the County of the County Contribution, and should the total cost of any Project exceed its Budget amount, the Municipality shall be solely responsible for any such additional amount and remaining costs and expenses for the Project (collectively, the "Municipality Contribution").

The Municipality is solely responsible for any over expenditure or improper expenditure relating to the Projects, and the County assumes no responsibility for any over expenditure or improper expenditure.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County for out of pocket expenses or disbursements made in connection with the design, purchase and installation the Project(s).

The Funds to be paid with the proceeds of County bond proceeds will be paid in accordance with the payment provisions set forth in this Agreement.

The County will make payment of the Funds to the Municipality to reimburse the Municipality for costs in the Budget(s) that it incurs in accordance with the terms of this Agreement up to the amount of the County Contribution.

The County in its sole discretion may make an advance payment of up to one-half of the County Contribution for each Project upon submission of an invoice from the Municipality as set forth herein. Such advance payment shall be expended by the Municipality solely and exclusively to pay for the costs permitted as a County Contribution. As work progresses, the Municipality shall submit to the County receipts and other documentation satisfactory to the Commissioner showing use of the advance payment by the Municipality to pay for the costs permitted under this Agreement. Should a Project fail to be fully constructed and installed in accordance with the terms of this Agreement, the Municipality shall repay such advance payment to the County, or the County shall have the right to deduct such amount from any payment due the Municipality under any other contract entered into or subsequently entered into between the County and the Municipality. Upon the Project(s) being fully constructed and operational to the satisfaction of the Commissioner, the County shall pay the Municipality the remaining amount of the County Contribution (or the full amount of the County Contribution if no advance payment was made) to reimburse the Municipality for the costs incurred that constitute County Contribution costs upon it submitting an invoice as set forth herein.

The Municipality shall submit all requests for payment with an invoice, which shall be uniquely numbered, and paid only after submission of all requested documentation concerning the Project or costs and approval of the invoice by the Commissioner. The Municipality shall use best efforts to provide sufficient detail on the invoices and backup documentation to substantiate the basis of the costs permitted as a County Contribution. In no event shall final payment be made to the Municipality for a Project prior to the successful completion of the Project and the approval of same by the Commissioner.

The County will not be liable for any costs in excess of the County Contribution. The County will not be liable for any costs or expenses for the Project(s) paid by the Municipality prior to the execution of this Agreement.

The Municipality will promptly pay all agent(s), contractor(s) and subcontractor(s) for work performed in connection with the design, purchase and installation of the Project(s). In the event the cost to design, purchase and install the Project(s) exceeds the Budget amount for the Project, the Municipality shall be solely liable to pay said excess.

Funds shall be used to pay for costs permitted as a County Contribution incurred by the Municipality solely and exclusively for the Project(s) in accordance with the terms of this Agreement.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to make their books and records available to the County for audit and inspection at reasonable times and upon reasonable notice. The County will not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate or cause cooperation of any agent(s), contractor(s) and sub-contractor(s) with such audit. The County will, in addition, have the right to audit such books and records for a term of not



less than seven (7) years subsequent to payment, noting that such records shall be retained for said period in accordance with State law.

At the County's request, the Municipality shall certify, or provide an audited report from a Certified Public Accountant in which the auditor certifies, that the County Contribution was spent in compliance with the Agreement and did not replace funds previously provided to the Municipality from another source, nor contributed to any surplus.

In the event an audit reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the amount of such overpayment, underpayment or improper payment within 30 days of notice from the County.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality and its respective agent(s), contractor(s) and sub-contractor(s) in connection herewith. Notwithstanding the foregoing, the County expressly disclaims the existence of any third party beneficiary relationship between the County and any such agent(s), contractor(s) and sub-contractor(s).

**Section 2.3.** The County shall have the right to enter the Property(ies) and conduct inspections of the Project(s). The County will take all necessary safety precautions in doing so and will conduct such inspections in such a way as to minimize any interference with the activities contemplated hereunder.

### **ARTICLE III**

#### **LEASE OF PROPERTY**

**Section 3.0.** Subject to the terms and conditions of Article II, and in order to facilitate the issuance of County bonds and/or notes to finance the County Contribution,

the Municipality hereby grants to the County a lease permitting the County to use and occupy the Property(ies) and Project(s). It is also recognized and understood that the County's sole responsibility shall be to provide an amount not to exceed the amount of the County Contribution and the Municipality shall assume all other responsibilities for all other costs and expenses related to the Project(s) and the Property(ies).

**Section 3.1.** It is recognized and understood that the purpose of the lease described in Section 3.0 hereof is to give the County the necessary interest in the real property to be able to issue County bonds or notes to finance the County Contribution, and to ensure that the County and its residents shall receive a continuing benefit from the Project(s), and the County shall have no responsibilities, duties or liabilities to the Municipality or any third parties under the lease other than to provide funding as set forth in Section 2.2 above.

**Section 3.2.** The consideration for this lease shall be that the Municipality shall ensure that the Property(ies) and EV Charging Station Project(s) are open and accessible to all residents of the County.

**Section 3.3.** After execution of this Agreement, the Municipality shall be solely responsible for any and all other responsibilities, duties and liabilities related to the Property(ies) and Project(s), other than what the County has specifically committed to in Section 2.2 above. Nothing herein shall be construed to prevent the Municipality from seeking liability protection from third parties, such as from its contractors, but the County shall have no duty to look to any third party for contractual defense and indemnity as defined hereunder.

## **ARTICLE IV**

### **RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY**

**Section 4.0.** 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 Municipality agrees that except for the amount, if any, of damage

contributed to, caused by or resulting from the sole negligence or intentional or willful misconduct of the County, its elected officials, officers, employees and agents:

(a) the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Project(s), the Property(ies), this Agreement, or the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action brought against the Indemnities (defined in Section 4.0(c) below) arising directly or indirectly out of the Project(s), the Property(ies) or this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless the County, its officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss, that may be imposed upon or incurred by or asserted against any of the Indemnities by reason of any of the following:

- (i) Work. Any construction, installation, repair, alteration, addition, replacement, restoration or other work done by or on behalf of Municipality in, on or about the Project(s) or Property(ies) or any part thereof;
- (ii) Use. The use, occupation, condition, operation, maintenance, management or supervision of or providing security for all or any portion of the Project(s) or Property(ies), by or on behalf of the Municipality;
- (iii) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under its direction or control, or any of the Municipality's officers, agents, contractors, subcontractors, servants, employees, or invitees in connection with this Agreement, the Project(s) or the Property(ies);

- (iv) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee unless arising from the negligent, intentional or willful conduct of an Indemnatee, or property occurring in, on, or about the Property(ies) or any part thereof, or adjoining or adjacent thereto;
- (v) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement; or
- (vi) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.
- (vii) Breach of Representation or Warranties. Any material misrepresentation or material omission in any representations, warranties or covenants provided by the Municipality under this Agreement.

The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project(s) or the Property(ies).

In the event the Municipality 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 Agreement, then the Municipality shall reimburse the County's reasonably attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this Section of the Agreement.

The Municipality may provide proof of self-insurance in lieu of an insurance policy pursuant to Schedule "D". Any proof of self-insurance shall be subject to the approval of the County Director of Risk Management.

**Section 4.1.** The Municipality shall be responsible for the operation, management, maintenance and security of the Property(ies) and Project(s), including, but not limited to, all software and hardware services, networks, data management, customer support and operational services (collectively, “Management Agreements”) to support the operation of the Project(s), at the Municipality’s sole cost and expense, for the term of this Agreement. The Project(s) shall be operated as electric vehicle charging stations and shall be available to all County residents for the term of this Agreement.

To the extent any fees are charged by the Municipality either directly or through a Management Agreement, for the use of the Project(s) or Property(ies), the fees charged to non-residents of the Municipality shall not exceed the fees charged to the Municipality’s residents. All Management Agreements shall comply with the Tax Covenants set forth in Article VII of this Agreement.

**Section 4.2.** The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety for the Project(s) and Property(ies) through the Municipality’s police department or other agency designated to provide such police services.

**Section 4.3.** The Municipality shall, at its sole cost and expense, operate, manage, maintain, repair and properly supervise the Project(s) and Property(ies), it being understood and agreed that such operation, management, maintenance, repair and supervision shall be performed by the Municipality to the satisfaction of the Commissioner. The Municipality shall defend and indemnify the County from any liability that may arise from any failure of the Municipality to perform its obligations under this Subsection.

**Section 4.4.** Following the installation of each Project, the Project shall be available to all residents of the County as required by this Agreement.

**Section 4.5.** The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the federal, state, County and local governments and all insurance requirements applicable to the Project(s) and Property(ies) or any part thereof or applicable to this Agreement. After construction of a Project is completed, the Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Municipality.

**Section 4.6.** All advertising and signage to be utilized by the Municipality in connection with the operation of the Property(ies) shall be subject to the prior written approval of the Commissioner and shall be provided in advance for review. The Municipality shall acknowledge the County's contribution towards each Project on any signs erected at the Property(ies) for the Project(s) and on any other publications, documents, etc. mentioning the Project(s).

**Section 4.7.** In the event the Municipality does not comply with a provision in this Article, the County shall have the right to cure such noncompliance upon thirty (30) days' notice from the County to the Municipality, except in emergencies when such notice period in the County's sole and unreviewable judgment shall be shorter. The cost to cure such noncompliance shall be borne by the Municipality. The failure of the Municipality to reimburse the County for the cost to cure such compliance within thirty (30) days of a written notice demanding such reimbursement shall be deemed a material breach of this Agreement.

**Section 4.8.** After completion of installation of the Project(s), the Municipality shall not install any fixtures or make any additions, development, improvements or alterations to the Project(s), other than routine maintenance or repair, without the prior written consent of the Commissioner, which shall not be unreasonably withheld. Any such additions, development, improvements or alterations shall be made at the Municipality's sole cost and expense unless otherwise agreed to by the County and the

Municipality. The Municipality shall submit all plans and specifications for all such additions, development, improvements and alteration to the Commissioner for approval. All such additions, development, improvements and alteration shall be completed in a thoroughly workmanlike manner and shall immediately become annexed to and be made a part of the Property.

**Section 4.9.** It is understood and agreed to between the parties that the Property(ies) are to be used during the term of this Agreement for the use and benefit of the County residents as EV charging station(s) as set forth in this Agreement.

**Section 4.10.** Except for the amount of funding to be advanced or reimbursed by the County under Section 2.2 above, the Municipality shall be responsible for all costs in relation to the Project(s), Property(ies) and this entire Agreement, and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

**Section 4.11.** The Municipality shall pay any and all taxes, assessments, special assessments, personal property and intangible taxes, gross receipts, sales, use or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, arising from the use or ownership of the Project(s) or the Property(ies) which shall or may be assessed levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property(ies) or any part thereof.

**Section 4.12.** The Municipality represents that it has complied with the requirements of the State Environmental Quality Review Act, and its implementing regulations, 6 NYCRR Part 617, ("SEQRA") with regard to the Project(s), including



conducting coordinated review with the County as an involved agency unless otherwise directed by the County.

**Section 4.13.** The provisions of this Article IV shall survive termination or expiration of this Agreement.

## **ARTICLE V**

### **RESPONSIBILITIES OF THE COUNTY**

**Section 5.0.** The County shall have no responsibility for anything other than that set forth in Section 2.2 above.

## **ARTICLE VI**

### **REPRESENTATIONS OF THE MUNICIPALITY**

**Section 6.1.** The Municipality represents and warrants as follows:

(a) The design, supervision and workmanship furnished by the Municipality with respect to the installation of the Project(s) will be in accordance with sounds and currently accepted scientific standards and best engineering practices;

(b) It will use its best efforts to assure and shall require in any contract documents with its contractors and subcontractors that all materials, equipment and workmanship furnished by contractors and subcontractor of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;



(c) To the best of the Municipality's current knowledge and information the Budget(s) attached hereto and forming a part hereof as Schedule "C" lists the anticipated true and correct costs for the Project(s);

(d) The consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected; and

(e) It is the fee title holder of the Property(ies).

## **ARTICLE VII**

### **TAX COVENANTS**

**Section 7.0. Tax Covenants.** For so long as any federally tax-exempt County bonds issued to finance the Project(s) remain outstanding, the Municipality covenants as follows (as used in this section, the term "bonds" shall also include short-term notes):

(a) The Municipality shall at all times do and perform all acts and things necessary or appropriate under any current and valid provision of law, and that are within the Municipality's control, in order to assure, in the opinion of the County's bond counsel, that the interest on County bonds shall not be included in the gross income of the owners of the County bonds for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Municipality will take no action to cause the interest on the County bonds to be included in the gross income of the owners of the County bonds for federal income tax purposes under the Code.

(b) The Municipality shall not use or permit any use of the Project(s) purchased or installed with the proceeds of any County bonds, which, in the opinion of the County's bond counsel, would cause the County bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code, and the Municipality hereby covenants that it shall not permit any individual or entity other than the County, the Municipality or any other unit or instrumentality of a State or local government acting through its officers and employees ("Non-Governmental Person") to "use directly or

indirectly in a trade or business carried on by such person” (within the meaning of Section 141 of the Code), any portion of the Project(s) without the prior written consent of the County.

(c) The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to cooperate with the County in providing documentation, certifications or other reasonably required information to support the conclusion that such bonds and/or notes meet the requirements of federal tax-exemption.

(d) The provisions of this Article VII shall survive the expiration or termination of this Agreement.

**Section 7.1. Tax Compliance Procedures.** In order to implement compliance with the tax covenants of Section 7.0 hereof, the County and the Municipality agree as follows:

(a) **County Consent Regarding Management Agreements.**

(i) **Procedure.** The Municipality shall not enter into any agreement for Private Business Use (as defined in Section 141 (b)(6) of the Code), including but not limited to any Management Agreement, for the Project(s) unless the Municipality first requests in writing the County's consent to such activity and the County so consents in writing.

(ii) **Indemnification.** The Municipality shall indemnify and hold the County harmless from any loss, cost, damage or expense arising from or connected with a claim of loss of the tax-exempt status of interest on the County's bonds as a result of the use of the Project(s), including Management Agreements, to which the County has not consented pursuant to this Subsection 7.1(a).

(b) **Certification by Municipality of Tax Compliance.**

(i) Annual Certification. At the request of the County, the Chief Executive Officer of the Municipality shall provide the County with a certification in the form acceptable to the County that the Municipality's Management Agreement(s), if any, are in compliance with the Code, regulations of the Treasury Department and pronouncements of the Internal Revenue Service.

(ii) Indemnification; Inability to Provide Certifications. The Municipality agrees to indemnify and hold the County harmless from and against any loss, cost or expense arising from or connected with any claim of loss of the tax-exempt status of interest on the County bonds as a result of (A) any material misrepresentation or material omission in a certification provided by the Municipality pursuant to this section or (B) notification by the Municipality that it is unable to provide the certification required by this subsection. The Municipality shall promptly notify the County of any inability to provide any certification required by this subsection and of the reason therefore and the Municipality further agrees expeditiously to provide to the County all information pertinent to its inability to provide such certification.

## **ARTICLE VIII**

### **NOTICES**

**Section 8.0.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner of Public Works and Transportation  
County of Westchester  
148 Martine Avenue, Room 528  
White Plains, New York 10601

with a copy to:

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

To the Municipality:

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**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.0.** Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

**Section 9.1.** In the event that the Municipality materially defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon ninety (90) days notice to the Municipality; provided, however, that the Municipality may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. This provision shall not affect the termination provision found in Section 4.7 of this Agreement. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

**Section 9.2.** It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns. Nothing in this

Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

**Section 9.3.** This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

**Section 9.4.** It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its contractor(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

**Section 9.5.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**Section 9.6.** In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

**Section 9.7.** The Municipality agrees to observe and obey any and all federal, state and local laws, rules, regulations, and requirements, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

**Section 9.8.** This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

**Section 9.9.** All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

**Section 9.10.** The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

**Section 9.11.** This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

**Section 9.12.** Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

**Section 9.13.** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

**Section 9.14.** In the event that all or any part of the Property(ies) shall be taken in a condemnation proceeding, or by right of eminent domain, or by agreement by any governmental authority authorized to exercise such rights, then, and in any such event, any such condemnation proceeds payable to the County for its interest in the Property(ies) shall be distributed to the County.

**Section 9.15.** The Municipality represents that it has all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary parties. The County represents that this Agreement has been approved by the Board of Legislators of the County of Westchester on the \_\_\_\_ day of \_\_\_\_\_, 2025 by Local Law No. \_\_\_\_\_-2025.

**Section 9.16.** The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

[Remainder of page intentionally left blank]

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

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Hugh J Greechan, Jr. PE  
Commissioner of Department of Public Works and  
Transportation

**THE MUNICIPALITY**

By \_\_\_\_\_  
(Name and title)

Authorized by Local Law No. \_\_\_\_\_ adopted by the Board of Legislators of the  
County of Westchester on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approved:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester  
S/Noe/DPW/EV Charging Station IMA



**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by  
me duly sworn did depose and say that he/she, the said \_\_\_\_\_  
resides at \_\_\_\_\_  
and that he/she is \_\_\_\_\_ of said municipal corporation.

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

CERTIFICATE OF AUTHORITY  
(Municipality)

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

\_\_\_\_\_  
(Name of Municipality)  
(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, 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,  
(Title of such person),  
that said agreement was duly signed for on behalf of said Municipality by authority of its

\_\_\_\_\_  
(Town Board, Village Board, City Council)  
thereunto duly authorized, and that such authority is in full force and effect at the date  
hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came \_\_\_\_\_  
whose signature appears above, to me known, and know  
to be the \_\_\_\_\_ of \_\_\_\_\_  
(title)

the municipal corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and  
that he /she is the \_\_\_\_\_ of said municipal  
corporation.

(title)

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

**SCHEDULE "A"**  
**(LIST OF PROPERTY(IES))**

DRAFT

**SCHEDULE “B”**

**SCOPE(S) OF WORK FOR EV CHARGING STATION PROJECT(S)**

DRAFT

**SCHEDULE C**

**BUDGET(S) FOR EV CHARGING STATION PROJECT(S)**

DRAFT

## **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, as its interest may appear, 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, as its interest may appear, 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, as its interest may appear:
  - (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.

