

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("City") whereby the County will contribute an amount not to exceed \$150,000.00 towards the construction and installation of the Enslaved Africans' Rain Garden (the "Project") being undertaken by the City on the real property (the "Open Space Parcel") located at 22 Water Grant Street, Yonkers, New York (Block 640, Lot 1 and a portion of Block 2600, Lot 7), which is owned by the Yonkers Industrial Development Agency (the "Yonkers IDA").

Your Committee is advised that, for the Project, the City is going to build a permanent outdoor sculpture exhibit dedicated to the legacy of enslaved Africans that once lived at nearby Philipse Manor Hall and were freed more than sixty (60) years before the Emancipation Proclamation. There will be five (5) life-size bronze sculptures placed on four (4) concrete pads along the Hudson River esplanade on the Open Space Parcel immediately west of the newly constructed Apex Apartments. The Project will be in an area that is approximately .4 acre within the Open Space Parcel and will include landscaping, custom seating at each of the four (4) concrete pad areas and a stone river bed meandering behind the sculptures.

Under the proposed IMA, the City will be responsible for all work on the Project, including the design, construction, and installation of the sculptures, in accordance with applicable laws.

The total cost for construction of the Project is estimated to be \$157,138.70. The County will reimburse the City an amount not to exceed \$150,000.00 to be used towards construction of the Project, including the cost of earth work, a faux gravel brook, foundations for the sculptures, landscaping, benches, native species plantings and lighting.

Pursuant to the IMA, the County's reimbursement will be subject to, among other things, the City providing the County with proof of the execution of the following two (2) agreements:

(1) an easement agreement between the City and the Yonkers IDA in which the Yonkers IDA will grant a permanent easement over the Open Space Parcel to the City to access, display and maintain the Project and to the general public to access and view the Project for pedestrian and passive viewing; and

(2) a license agreement between the City, the Yonkers IDA, Water Grant Street, LLC, and any other necessary persons or entities granting the City, its agents, contractors, subcontractors, and consultants the right to access the Project over the adjoining parcel identified as Block 643, Lot 1, which is owned by the Yonkers IDA and leased to Water Grant Street LLC, and over the Open Space Parcel for the purpose of constructing, installing and maintaining the Project.

Following construction, the City will be responsible to provide for the maintenance, repair and security of the Project at its own expense. The Project will be accessible to all County residents. The term of the IMA will be five (5) years commencing upon execution of the IMA and terminating five (5) years thereafter, unless terminated sooner in accordance with the provisions of this IMA.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA") have been met. The Planning Department advises that, pursuant to SEQRA, the Yonkers Community Development Agency (the "CDA") classified the Project as an Unlisted action. On January 21, 2021, the CDA issued a notice of intent to serve as lead agency and circulated Part 1 of Short Environmental Assessment Form. On February 22, 2021, the CDA issued a Negative Declaration for the Project. Since the CDA undertook a coordinated review, and the County was included as an involved agency, then, in accordance with section 617.6(b)(3) of SEQRA, no further environmental review is required by the County. Your Committee concurs with this conclusion.

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

Your Committee believes that this IMA is in the best interest of the County and recommends adoption of the annexed Act.

Dated: March 22, 2021
White Plains, New York

Benjamin Boyfent

Benjamin Boyfent
Chairman

Public Works &
Transportation COMMITTEE ON
C/ran 3.2.2021

Budget & Appropriation

Dated: March 22, 2021
White Plains, New York

The following members attended the meeting remotely, as per Governor Cuomo's Executive Order 202.1 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Nancy E. Barr

Velvet Galin

Margaret A. Cunzio

Wasson R. Mader

Catherine F. Parker

Alfreda Willis

David A. Jabris

Ruth Walter

Cheryl

Public Works & Transportation

Velvet Galin

Mary Jane Skimich

Cheryl

Catherine F. Parker

David A. Jabris

Ruth Walter

Cheryl

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL32 CASH TO CAPITAL 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 \$ - PPU Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term): \$ -

Finance Department:

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:

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff Consultant Not Applicable

Prepared by: Lorraine Yazzetta

Title: Assoc Budget Director


Department: Budget

Date: March 4, 2021

Reviewed By: 
Budget Director

Date: 3/4/21

TO: Rachel Noe, Associate County Attorney
Department of Law

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

DATE: March 1, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
ENSLAVED AFRICANS' RAIN GARDEN**

The Planning Department has reviewed the above referenced action with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The action involves an intermunicipal agreement with the City of Yonkers whereby the County will contribute funds toward the construction and installation of the "Enslaved Africans' Rain Garden" on a 0.4-acre site along the Hudson River Esplanade at 22 Water Grant Street in Yonkers. The project includes the construction of a meandering stone river bed, landscaping with native plants, park seating, and the installation of five bronze statues on four concrete pads.

Pursuant to SEQR, the Yonkers Community Development Agency (CDA) classified this project as a Unlisted action. On January 21, 2021, the CDA issued a notice of intent to serve as lead agency and circulated Part 1 of a Short Environmental Assessment Form. On February 22, 2021, the CDA issued a Negative Declaration for the project. Since the CDA undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

Please do not hesitate to contact me if you have any questions regarding this matter.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Tami Altschiller, Assistant Chief Deputy County Attorney
Anthony Zaino, Assistant Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. ____ - 2021

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Yonkers whereby the County will contribute funds toward the construction and installation of the Enslaved Africans' Rain Garden to be maintained by the City and accessible to all County residents.

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

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("City") whereby the City will be responsible for all work, including the design, construction, and installation of a permanent outdoor sculpture exhibit dedicated to the legacy of enslaved Africans that once lived at nearby Philipse Manor Hall (the "Enslaved Africans' Rain Garden"). The Enslaved Africans' Rain Garden will be constructed on a portion of the real property (the "Open Space Parcel") located at 22 Water Street, Yonkers, New York (Block 640, Lot 1 and a portion Block 2600, Lot 7), which is owned by the Yonkers Industrial Development Agency (the "Yonkers IDA"). Pursuant to the IMA, the County will reimburse the City an amount not to exceed One Hundred and Fifty Thousand (\$150,000.00) Dollars towards the cost of earth work, faux gravel brook, foundations for the sculptures, pedestals for the sculptures, landscaping, benches, native species plantings and lighting for the Project.

§2. Pursuant to the IMA, the City will be responsible for all work on the Project, including the design, construction, and installation of the sculptures in accordance with applicable laws. The County's reimbursement will be subject to, among other things, the City providing the County with proof of the execution of the following two (2) agreements:

(1) an easement agreement between the City and the Yonkers IDA in which the Yonkers IDA will grant a permanent easement over the Open Space Parcel to the City to access, display and maintain the Project and to the general public to access and view the Project for pedestrian and passive viewing; and

(2) a license agreement between the City, the Yonkers IDA, Water Grant Street, LLC, and any other necessary persons or entities granting the City, its agents, contractors, subcontractors, and consultants the right to access the Project over the adjoining parcel identified as Block 643, Lot 1, which is owned by the Yonkers IDA and leased to Water Grant Street LLC, and over the Open Space Parcel for the purpose of constructing, installing and maintaining the Project.

§3. Following the construction and installation of the Project, the City will be responsible for the maintenance, repair, and security of the Project at its own expense, and the Project will be open to all Westchester County residents.

§4. The term of the IMA shall be five (5) years commencing upon execution of the IMA and terminating five (5) years thereafter, unless terminated sooner in accordance with the provisions of the IMA.

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

§6. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2021 by and between

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

and

THE CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 40 South Broadway, Yonkers, New York 10701 (hereinafter referred to as the "Municipality").

The "County" and "Municipality" are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Yonkers Industrial Development Agency (the "Yonkers IDA") is the owner of certain real property located along the Yonkers Waterfront, known as Block 640, Lot 1, and Block 643, Lot 1 and Block 2600, Lot 7 on the tax maps of the City of Yonkers (the "Agency Property"); and

WHEREAS, the Yonkers IDA leased a portion of the Agency Property, known as Block 643, Lot 1 (the "Development Parcel") to SFC H and I LLC ("SFC"), pursuant to that certain Amended and Restated Financing Lease Agreement, dated as of December 29, 2015, a memorandum of which is recorded in the office of the Westchester County Clerk at Control No. 552993210 ("Project Lease"); and

WHEREAS, SFC assigned all of its right, title and interest as lessee in, to and under the Project Lease to Water Grant Street, LLC, a limited liability company organized and existing under the laws of the State of Delaware located at c/o JRK Property Holdings, Inc., 11766 Wiltshire Boulevard, 15th Floor, Los Angeles, California 90025 (the "Company"), pursuant to that certain assignment and assumption agreement, dated as of December 29, 2015, a memorandum of which was recorded in the office of the Westchester County Clerk at Control No. 553563716; and

WHEREAS, Company has developed a multi-family apartment building with structural parking and other related improvements on the Development Parcel and a waterfront park, for the purpose of providing public access to the Hudson River for passive recreational opportunities on the Agency Property known as Block 640, Lot 1 and a portion of Block 2600, Lot 7 (the "Open Space Parcel") pursuant to an Open Space Construction and Maintenance Agreement, dated December 29, 2015, as amended by the First Amendment thereto, dated, April 2, 2019; and

WHEREAS, the Municipality desires to construct and install an Enslaved Africans' Rain Garden on a portion of the Open Space Parcel; and

WHEREAS, the County desires to assist the Municipality by contributing up to \$150,000 towards the construction of the Enslaved Africans' Rain Garden, namely earth work, faux gravel brook, foundations for the sculptures, pedestals for the sculptures, landscaping, benches, Native Plantings, and lighting; and

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. Except as provided for in this Agreement, the term of this Agreement shall be for a period of (5) five years, commencing upon execution of this Agreement and terminating five (5) years thereafter, unless terminated sooner in accordance with the provisions of this Agreement.

ARTICLE II

IMPROVEMENTS TO THE PROPERTY

Section 2.0. The Municipality shall design, construct and install an Enslaved Africans' Rain Garden, as more particularly described in the plans and specifications attached hereto in Schedule "A" (the "Art Project"). The Art Project shall be constructed and installed on a portion of the Open Space Parcel identified as the "Work Area" in Schedule "B", which is attached hereto and made a part hereof and is referred to in this Agreement as the "Property." The Art Project shall be designed, constructed and installed in accordance with all applicable laws, including but not limited to, those governing public bidding, and be responsible for all work on the Art Project, including design, permitting, inspection, construction, construction management and installation. The design, construction and installation of the Art Project shall be completed within twelve (12) months of execution of this Agreement.

The Municipality submitted and the County hereby approves the plans and specifications for one hundred percent (100%) completion stage for the Art Project, which plans and specifications are attached hereto and made a part hereof as Schedule "A" (the "Plans") The Municipality shall submit within 30 days of execution of this Agreement the bid documents to be used by the Municipality to publicly bid the Art Project, to the Commissioner of Planning or her designee (the "Commissioner") for review, and said bid documents, shall be mutually approved by all parties. The Municipality shall not materially deviate from the approved Plans and bid documents without the prior written consent of the Commissioner. It is recognized and understood that the Municipality's compliance with those Plans is a critical element of this Agreement. However, the County will not be obliged to incur any additional expense beyond the amount set forth in Section 2:1 below. The County shall, at all times, have the right to inspect the work. If the County believes that the work is not substantially in compliance with the Plans, it shall notify the Municipality in writing within twenty (20) days after such inspection.

The City agrees that at all times during this Agreement, it will cause, in writing, its contractors and subcontractors to keep in force and effect insurance as required in the Standard Insurance Provisions as described in Schedule "C." The bid documents shall include the requirement that the successful bidder keep in force and effect insurance as required in the Standard Insurance Provisions as described in Schedule "C." References in Schedule "C" imposing an obligation for the Municipality to produce insurance is understood by the Parties as an obligation to provide the County with the successful bidder's and any successful bidder's sub-contractors' insurance in compliance with Schedule "C". The City's contractors and subcontractors may not self-insure, but must maintain traditional insurance as set

forth in this Agreement, including Schedule "C." The bid documents shall include the requirement that, prior to the successful bidder performing work on the Art Project, the successful bidder shall provide the County with a certificate or certificate(s) of insurance of the successful bidder, and any subcontractors of the bidder, naming the County and City as an additional insureds for approval by the County Director of Risk Management.

The Municipality must obtain from the contractor who is successfully awarded the bid a performance and payment bond, including without limitation, materials and labor covering one hundred percent (100%) of the work to be performed for the Art Project.

Section 2.1. In exchange for the Property and all improvements thereon being open to all County residents and subject to all of the terms set forth in this Agreement, the County agrees to contribute towards construction and installation of the Art Project an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "County's Contribution") to reimburse the Municipality for the cost of earth work, faux gravel brook, foundations for the sculptures, pedestals for the sculptures, landscaping, benches, Native Plantings, and/or lighting for the Art Project ("Landscaping"), pursuant to the budget attached hereto and made a part hereof as Schedule "D" (the "Budget") payable within thirty (30) days following submission of properly executed payment vouchers as set forth herein, subject to the Municipality providing the County with proof that the agreements referred to in Section 3.0 have been fully executed and the easement agreement referred to in Section 3(c) has been recorded with the Westchester County Clerk. The County is not obligated to make any payment hereunder until such proof is provided to the County. The County's sole responsibility shall be to provide the County's Contribution. The Municipality shall be solely responsible for all costs and expenses relating to the Art Project.

The term "Native Plantings" shall mean native plants as described in the Westchester County Executive Order No. 10 of 2018 (as amended). The County will fund only Native Plantings. The Municipality shall fund all non-Native Plantings.

The Municipality may request in writing to the Commissioner a change in the Budget provided the total not to exceed amount under this Agreement does not exceed \$150,000. The Commissioner in

her discretion will notify the Municipality in writing whether the change in the Budget is approved, and, if approved, it shall be deemed a part of this Agreement.

The Municipality shall cause accurate records and books of accounts to be maintained in which shall be entered all matters relating to this Agreement, including all income, expenditures, assets and liabilities thereof and all income, expenditures, and payments to any and all contractors or subcontractors involved in the construction, installation, operation, management, maintenance, supervision, development, repair and security of the Art Project and Property. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The County shall have the right to inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

The County's Contribution to be paid under this Agreement will be paid in accordance with the payment provisions set forth in this Agreement. The County will make such payments to the Municipality for expenses properly incurred in the performance of this Agreement only after submission by the Municipality of all documentation requested by the County concerning construction of the Art Project and after approval by the Commissioner, and subject to the audit that the County may, at its option, conduct as set forth herein. The County will not be liable for any costs or expenses incurred prior to the execution of this Agreement. The County will not be liable for any costs or expenses in excess of the County's Contribution incurred in connection herewith. The Municipality will promptly pay all agent(s), contractor(s) and subcontractor(s) for work performed in connection herewith in accordance with the terms of any agreement between the Municipality and said agents, subcontractors, or contractors. In the event the cost of constructing and installation the Art Project exceeds County's Contribution, the Municipality shall be solely liable to pay said excess.

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 any agent(s), contractor(s) and sub-contractor(s) to cooperate 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.

County's Contribution will be expended solely and exclusively for the purchase of necessary materials, equipment and labor for the Landscaping for the Art Project in accordance with the Plans and the Budget.

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).

The Municipality will furnish the County, whenever requested to do so, with satisfactory evidence showing that all monies already paid hereunder have been applied by the Municipality toward the costs of the Landscaping on the Art Project as required by the Plans and the Budget. Until such evidence is produced, at the option of the County, no further payments need be made by the County hereunder.

Notwithstanding anything herein contained to the contrary, should the Art Project fail to be fully constructed and installed in accordance with the terms of this Agreement, then the County shall have the right, at its sole option, to require repayment from the Municipality of all County's Contribution paid hereunder.

The County will make progress payments to the Municipality for expenses actually incurred in constructing and installing the Landscaping for Art Project in an amount not to exceed the County's Contribution, in accordance with the Budget, and subject to and in accordance with the terms and conditions set forth herein.

Any and all requests for payments to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid within 30 days after approval by the Commissioner, subject to the terms hereof. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating. In no event shall payment be made to the Municipality prior to the completion of all work reflected in the payment voucher.

The County shall retain not more than five per centum (5%) of each payment which amount shall be held until final payment upon completion of the work to the satisfaction of the County.”

Both the Municipality and the County shall have the right to enter the Property to inspect construction in order to verify the work performed and approve the payment vouchers. However, both parties shall take all necessary safety precautions in doing so, shall conduct such inspections in such a way as to minimize any interference with the construction activity and shall comply with any agreements and easement governing access to the Property.

Section 2.2. The Municipality shall undertake the Art Project in accordance with all applicable laws, rules and regulations, including but not limited to, labor law and those laws governing public bidding.

ARTICLE III
AGREEMENTS TO CONSTRUCT, INSTALL, DISPLAY AND MAINTAIN THE ART
PROJECT

Section 3.0.

(a) The Municipality represents that it has a license agreement with the Yonkers IDA, the Company and any other necessary persons or entities granting the Municipality, its agents, contractors, subcontractors, and consultants the right to access the Property over the Development Parcel and Open

Space Parcel for the purpose of constructing, installing and maintaining the Art Project on the Property during the term of this Agreement.

(b) The Municipality represents that it has all rights from the artist(s) for the use, transfer and publicly display of the sculptures and Art Project. The Municipality shall be responsible for purchasing the sculptures for the Art Project and paying any and all fees or charges of any kind and nature whatsoever arising from the use, transfer or public display of the sculptures and Art Project.

(c) The Municipality represents that it has an easement agreement with the Yonkers IDA granting a permanent easement over the Open Space Parcel to (x) the City to access, display and maintain the Art Project and (y) the general public to access and view the Art Project for pedestrian and passive viewing, from sunrise to sunset or according to the hours set by the Municipality for all the parks in the City, in accordance with Schedule "E."

(d) With regard to the agreements referred to in Section 3.0(a) and (c) above, the Parties acknowledge that this Agreement has to be approved by the County Board of Legislators, and the Municipality may not have the agreements referred to in Section 3.0(a) and (c) executed at the time of approval of this Agreement by the County Board of Legislators, but the Municipality will have the agreements executed and will deliver fully executed copies of the agreements to the County in a form and substance acceptable to the County, along with proof that the easement agreement referred to in Section 3.0 (c) has been filed with the Westchester County Clerk's Division of Land Records, prior to the County having any obligation to make any payments under this Agreement.

(e) The City represents that it has the right to access the Art Project for maintenance purposes by crossing over the Open Space Parcel and other City parcels and City agency parcels.

Section 3.1 The Municipality shall ensure that the Property is open and accessible to all residents of the County. This Section shall survive expiration or termination of this Agreement.

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 "C" 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 officials, officers, employees and agents (the "Indemnitees") from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Art Project, the maintenance, operation, security and/or repair of the Property, this Agreement and 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 Indemnitees directly or indirectly arising out of the Art Project, the maintenance, operation, security and/or repair of this Property and this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless 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 Indemnitees by reason of any of the following:

- (i) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of Municipality in, on or about the Property or any part thereof;
- (ii) Use. The use, access, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Property, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the maintenance of streets or sidewalks adjoining the Property and any violations imposed by any governmental authorities in respect of any of the foregoing;

- (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, servants, employees, lessees or invitees in connection with this Agreement or the Property;
- (iv) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage (a) to any person, including, without limitation, employees of the Municipality or any Indemnitee unless arising from the negligent, intentional or willful conduct of an Indemnitee or (b) to any property occurring in, on, or about the Property or any part thereof, or in, on or about any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof or adjacent thereto (for which the Municipality is a fee owner or occupant of the Property and has or would have responsibility pursuant to this Agreement or under applicable law); or
- (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) Use of sculptures. The use, transfer or public display of the sculptures.

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 performance hereunder or in connection with this Agreement or in connection with the Property.

Section 4.1. The Municipality shall be responsible for the maintenance, repair and security of the Art Project, at the Municipality's sole cost and expense. The Municipality shall have sole authority and control over the scheduling of the Art Project. The Property shall be operated as a Municipal park, but shall be available to all Westchester County residents in accordance with the terms and conditions of Schedule "E". This Section shall survive expiration or termination of this Agreement.

Section 4.2. The Municipality shall, at its sole cost and expense, be responsible to provide reasonable and adequate security and safety at the Property in the same manner as security and safety is provided at other Municipal parks

Section 4.3. The Property shall be available to the public as required by this Agreement although the Municipality shall have sole discretion to schedule the use of same as appropriate.

Section 4.4. 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 said Property or any part thereof or applicable to this Agreement.

Section 4.5. The Municipality shall acknowledge the County's Contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

Section 4.6. 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 4.7. It is understood and agreed between the parties that the Property is for the use and benefit of the public as a public park as set forth in this Agreement and not for revenue production purposes: In accordance with this principle, the Municipality shall not charge, impose or collect any fees for entrance into or for use of the Property. Reservations for the use of the Property, or any portion thereof, shall be made through the Municipality. All residents of the County shall have access to the Property.

Section 4.8. Except for the amount of funding to be provided by the County under Section 2.1 above, the Municipality shall be responsible for all costs in relation to the Art Project 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 4.9. 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 property which shall or may be assessed levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property or any part thereof.

Section 4.10. The Municipality shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, 6 NYCRR Part 617 for any activity which requires SEQRA compliance, that is undertaken pursuant to this Agreement, unless otherwise directed by the County.

Section 4.11. The provisions of this Article IV shall survive termination or expiration of the Agreement.

ARTICLE V

RESPONSIBILITIES OF THE COUNTY

Section 5.0. The County shall have no responsibility hereunder other than that set forth above.

ARTICLE VI **INSURANCE**

Section 6.0. The Municipality shall procure and maintain insurance coverage as set forth in Schedule "C" naming the County as additional insured for the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the Municipality may self-insure its insurance obligations under this Agreement. The Municipality has delivered to the County a letter evidencing such self-insurance prior to the execution of this Agreement in the form attached hereto as Schedule F, and the County has agreed that such letter fulfills the Municipality's requirements under the Agreement to procure insurance described in Agreement.

Through its self-insurance, the Municipality agrees to provide the same insurance coverage to the County herein in amounts equivalent to \$2,000,000 in respect to bodily injury and \$500,000 in respect to property damage each occurrence or in aggregate for such exposure normally covered under a standard General liability Policy as would be written and available in New York State by an admitted and licensed carrier. The Municipality agrees that the limits of insurance set forth herein and any right to self-insure shall not be construed as limiting the indemnification, hold harmless and rights to defense provisions of Sections 4.0 hereof.

ARTICLE VII NOTICES

Section 7.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below (except where this Agreement designates notice to a particular County Commissioner and then only to that Commissioner and a copy to the County Attorney) 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 Planning
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:

City of Yonkers
City Hall
40 South Broadway
Yonkers, New York 10701

With a copy to:

Corporation Counsel
40 South Broadway, Room 300
Yonkers, New York 10701

ARTICLE VIII
MISCELLANEOUS

Section 8.0. 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 8.1. 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. 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 of actual costs paid by the County pursuant to this Agreement. The Municipality agrees that the liquidated damages set forth herein shall not be construed as limiting the indemnification, hold harmless and rights to defense provisions of Sections 4.0 hereof.

Section 8.2. 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 8.3. 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 8.4 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 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 8.5. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 8.6. 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 8.7. The Municipality agrees to observe and obey any and all Federal, State and local laws, rules and regulations, and to require its officers, agents, employees, contractors, subcontractors and suppliers to observe and obey the same.

Section 8.8. This Agreement shall be deemed executory only to the extent of County's Contribution 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 8.9. 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 8.10. The parties each agrees 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 8.11. 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 8.12. 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 8.13. 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 Art 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 8.14. 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 _____ 2021 by Act No. _____.

Section 8.15. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

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

THE COUNTY OF WESTCHESTER

By _____

Norma Drummond
Commissioner of Planning

THE CITY OF YONKERS

By _____

(Name and Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act No. _____.

Approved by Resolution of the City of Yonkers on the day of _____, 2021.

Approved as to form and manner of execution:

Associate County Attorney
The County of Westchester
S/noe/pln/rain garden/IMA Rain Garden

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

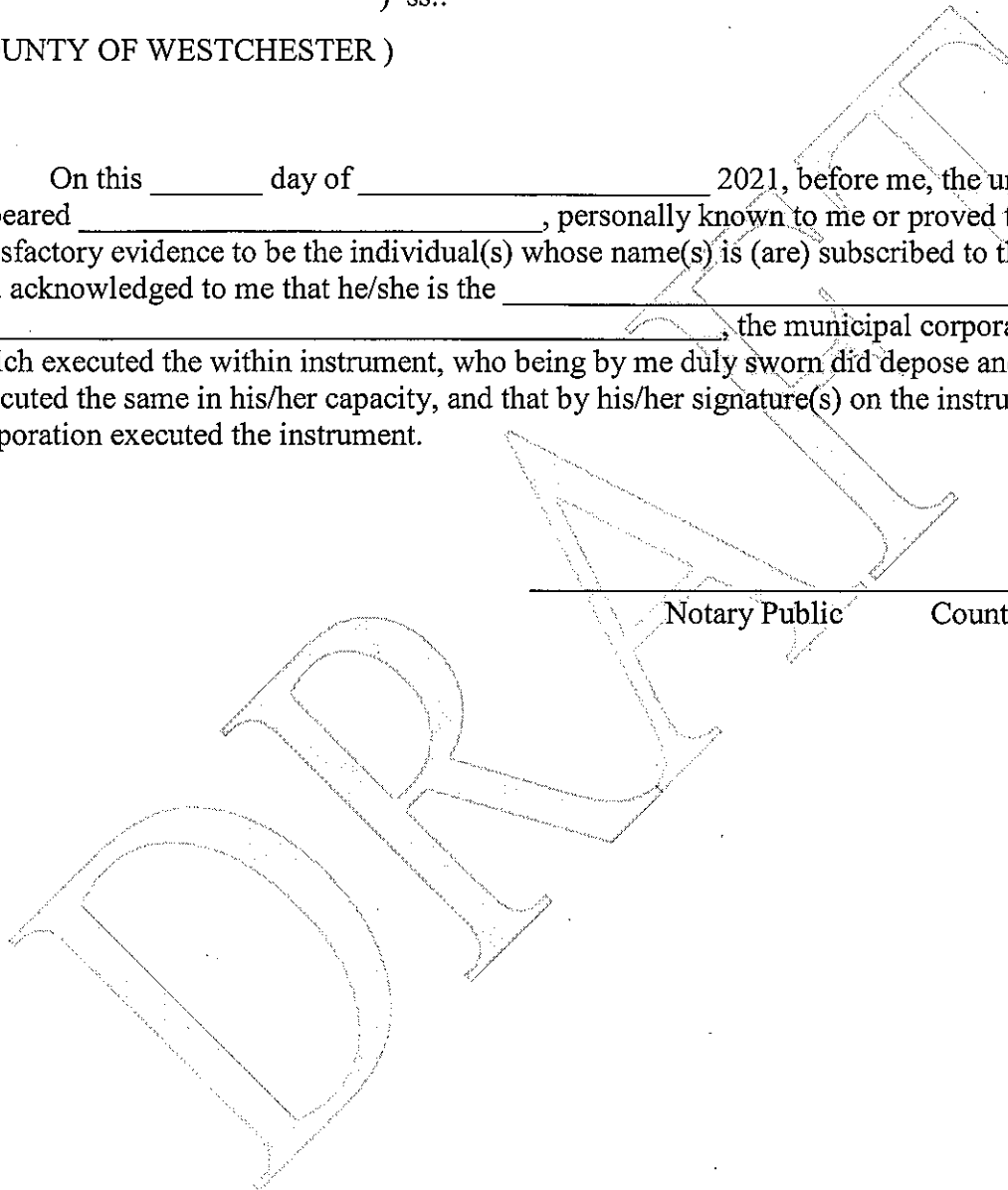
) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 2021, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is 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 executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

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 and in good standing under the

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

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

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

(Title of such person),

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

(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____ 20____, before me, the undersigned, personally appeared
_____, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the above certificate and
acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public County

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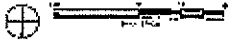
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- REFERENCE NOTES**
1. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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EXISTING BUILDING

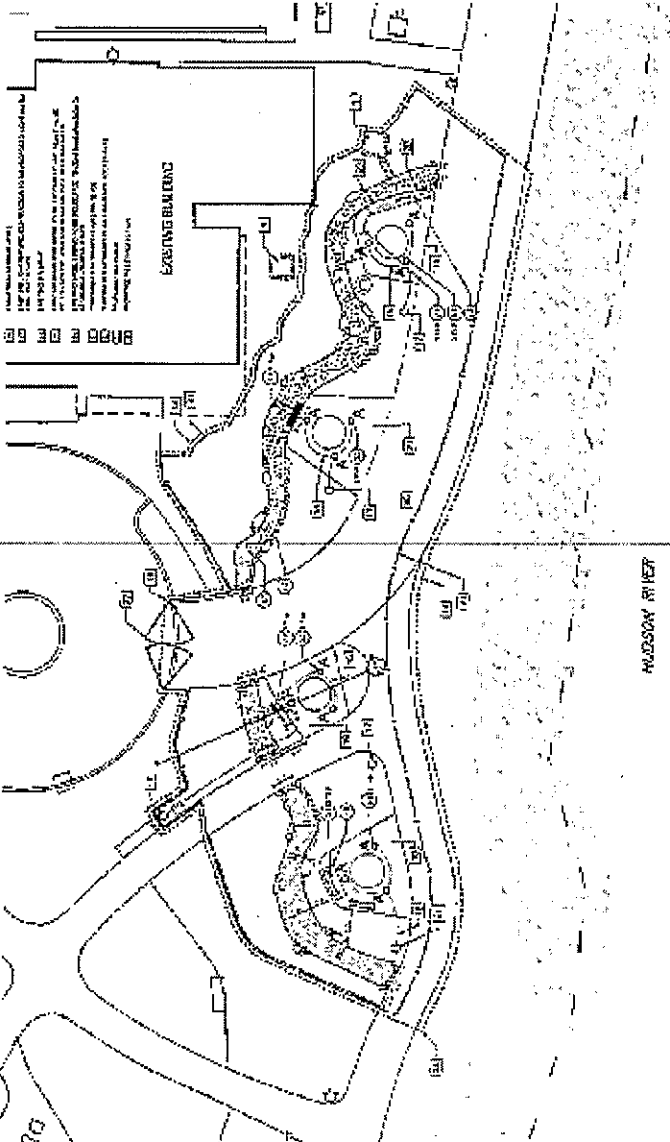
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3	EXISTING BUILDING	3,000	TO BE DEMOLISHED
4	EXISTING BUILDING	2,000	TO BE DEMOLISHED
5	EXISTING BUILDING	1,500	TO BE DEMOLISHED
6	EXISTING BUILDING	1,000	TO BE DEMOLISHED
7	EXISTING BUILDING	800	TO BE DEMOLISHED
8	EXISTING BUILDING	600	TO BE DEMOLISHED
9	EXISTING BUILDING	400	TO BE DEMOLISHED
10	EXISTING BUILDING	300	TO BE DEMOLISHED
11	EXISTING BUILDING	200	TO BE DEMOLISHED
12	EXISTING BUILDING	150	TO BE DEMOLISHED
13	EXISTING BUILDING	100	TO BE DEMOLISHED
14	EXISTING BUILDING	80	TO BE DEMOLISHED
15	EXISTING BUILDING	60	TO BE DEMOLISHED
16	EXISTING BUILDING	40	TO BE DEMOLISHED
17	EXISTING BUILDING	30	TO BE DEMOLISHED
18	EXISTING BUILDING	20	TO BE DEMOLISHED
19	EXISTING BUILDING	15	TO BE DEMOLISHED
20	EXISTING BUILDING	10	TO BE DEMOLISHED

SITE DATA - REMOVALS

NO.	DESCRIPTION	AREA (SQ. FT.)	REMARKS
1	EXISTING BUILDING	10,000	TO BE DEMOLISHED
2	EXISTING BUILDING	5,000	TO BE DEMOLISHED
3	EXISTING BUILDING	3,000	TO BE DEMOLISHED
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5	EXISTING BUILDING	1,500	TO BE DEMOLISHED
6	EXISTING BUILDING	1,000	TO BE DEMOLISHED
7	EXISTING BUILDING	800	TO BE DEMOLISHED
8	EXISTING BUILDING	600	TO BE DEMOLISHED
9	EXISTING BUILDING	400	TO BE DEMOLISHED
10	EXISTING BUILDING	300	TO BE DEMOLISHED
11	EXISTING BUILDING	200	TO BE DEMOLISHED
12	EXISTING BUILDING	150	TO BE DEMOLISHED
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14	EXISTING BUILDING	80	TO BE DEMOLISHED
15	EXISTING BUILDING	60	TO BE DEMOLISHED
16	EXISTING BUILDING	40	TO BE DEMOLISHED
17	EXISTING BUILDING	30	TO BE DEMOLISHED
18	EXISTING BUILDING	20	TO BE DEMOLISHED
19	EXISTING BUILDING	15	TO BE DEMOLISHED
20	EXISTING BUILDING	10	TO BE DEMOLISHED

ADDITIONAL REMOVALS

NO.	DESCRIPTION	AREA (SQ. FT.)	REMARKS
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2	EXISTING BUILDING	5,000	TO BE DEMOLISHED
3	EXISTING BUILDING	3,000	TO BE DEMOLISHED
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17	EXISTING BUILDING	30	TO BE DEMOLISHED
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19	EXISTING BUILDING	15	TO BE DEMOLISHED
20	EXISTING BUILDING	10	TO BE DEMOLISHED



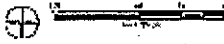
Bowman CONSULTING
 CONSULTING ENGINEERS
 1000 WEST 10TH AVENUE
 DENVER, CO 80202
 PHONE: (303) 733-1100
 FAX: (303) 733-1101
 WWW.BOWMANCONSULTING.COM

PROJECT: 1000 SUPPLEMENTAL
 CLIENT: FARMER GROUP, INC.
 LOCATION: 1000 SUPPLEMENTAL
 DATE: 11/00

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

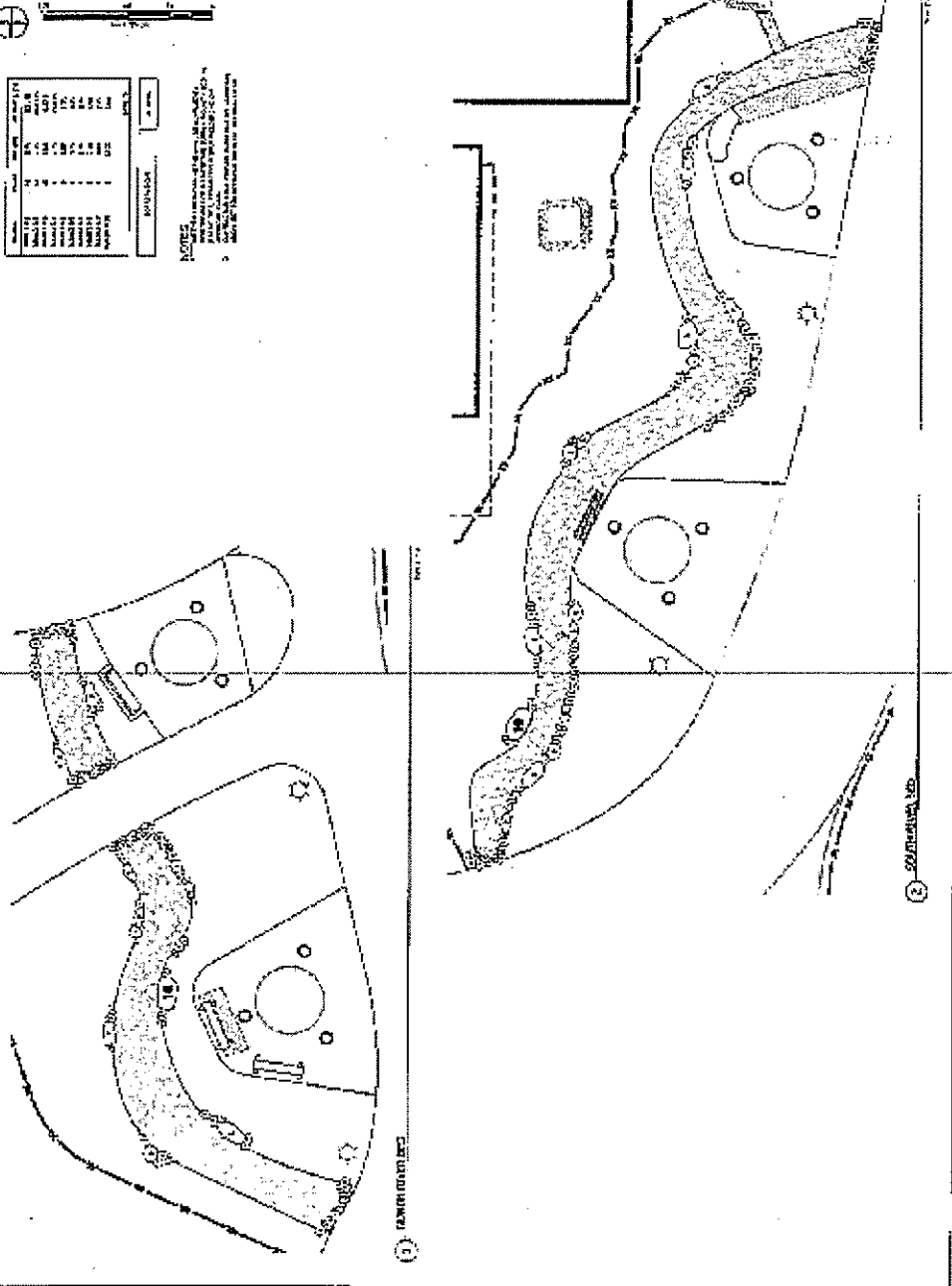
DATE: 11/00

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NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER PERMITS DEPARTMENT REQUIREMENTS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER PERMITS DEPARTMENT REQUIREMENTS.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER PERMITS DEPARTMENT REQUIREMENTS.



PROJECT NO. 100-100-100
 SHEET NO. 100-100-100
 DATE: 10/10/10
 DRAWN BY: J. D. BOWMAN
 CHECKED BY: J. D. BOWMAN
 APPROVED BY: J. D. BOWMAN

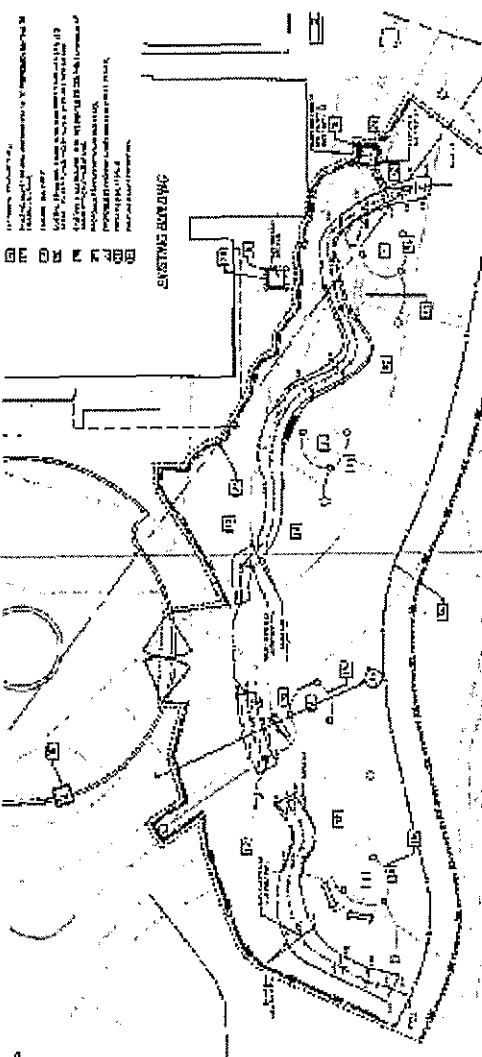
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REFUGES
RAVE SANCTUARY
MAINTENANCE

0000
SPRINGFIELD
MASS.

SCALE: 1" = 100'
 NORTH

NO.	DESCRIPTION	DATE
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- ASPHALT NOTES**
1. ASPHALT SHALL BE 1 1/2" THICK.
 2. ASPHALT SHALL BE PLACED ON A 4" THICK CONCRETE SLAB.
 3. ASPHALT SHALL BE PLACED ON A 4" THICK CONCRETE SLAB.
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 10. ASPHALT SHALL BE PLACED ON A 4" THICK CONCRETE SLAB.



EXISTING BUILDING

HUNTER AVENUE

HUNTER AVENUE

- CONCRETE NOTES**
1. CONCRETE SHALL BE 4" THICK.
 2. CONCRETE SHALL BE PLACED ON A 4" THICK CONCRETE SLAB.
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- MECHANICAL SYMBOLS**
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100-100-100

1000
SUBMISSION
BY DATE

ENGLAND
PHILIPAS
PAUL SANDER
ARCHITECTS

1000
SUBMISSION
BY DATE

NO.	DESCRIPTION	DATE	BY
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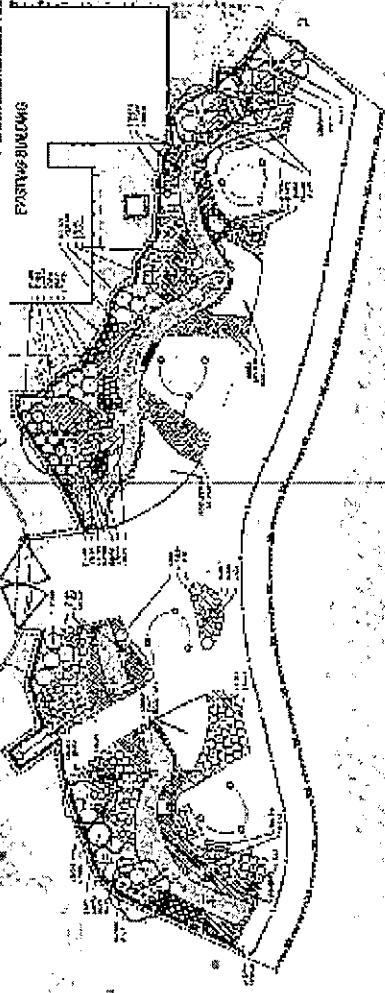


PLANT SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
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PLANTING PLAN

PLANTING PLAN



MUSEUM INTER

Bowman

ARCHITECTS
 1000 PINE STREET, SUITE 1000
 PHOENIX, ARIZONA 85016
 (602) 254-1000
 WWW.BOWMANARCHITECTS.COM

PROJECT NO. 1000
 DATE: 01/15/2010
 SHEET NO. 1000-01

**ENGLAND
 AFFRANIS
 PARK BRIDGE**

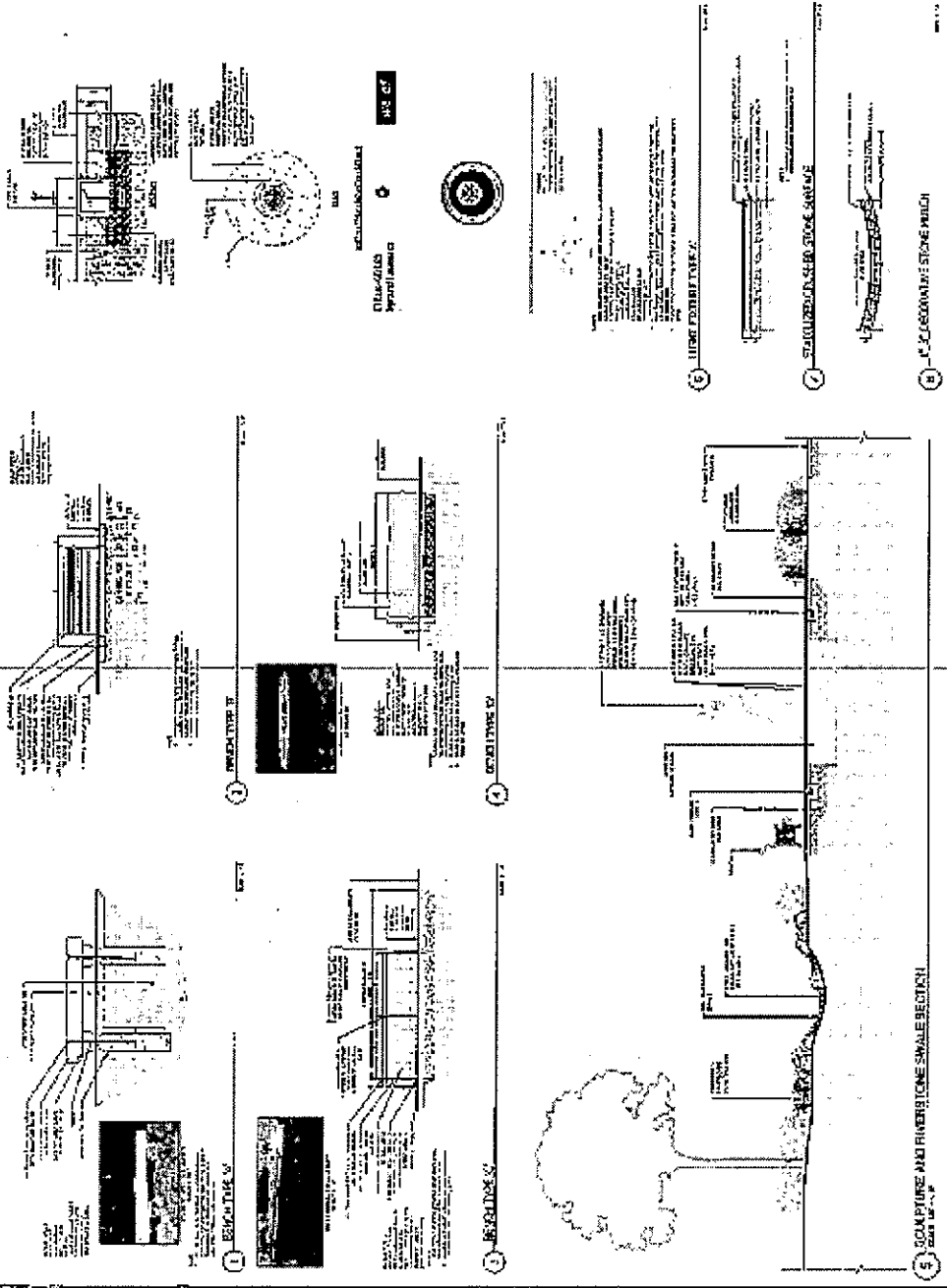
1000 PINE STREET, SUITE 1000
 PHOENIX, ARIZONA 85016
 (602) 254-1000
 WWW.BOWMANARCHITECTS.COM

DATE: 01/15/2010
 SHEET NO. 1000-01

**TRCA
 BUSINESSCOPE**

1000 PINE STREET, SUITE 1000
 PHOENIX, ARIZONA 85016
 (602) 254-1000
 WWW.BOWMANARCHITECTS.COM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	01/15/2010
2	ISSUED FOR CONSTRUCTION	01/15/2010
3	ISSUED FOR CONSTRUCTION	01/15/2010
4	ISSUED FOR CONSTRUCTION	01/15/2010
5	ISSUED FOR CONSTRUCTION	01/15/2010
6	ISSUED FOR CONSTRUCTION	01/15/2010
7	ISSUED FOR CONSTRUCTION	01/15/2010
8	ISSUED FOR CONSTRUCTION	01/15/2010
9	ISSUED FOR CONSTRUCTION	01/15/2010
10	ISSUED FOR CONSTRUCTION	01/15/2010



Botswana

PROJECT: Botswana
CLIENT: Botswana
DATE: 1984
SCALE: 1:1000
DESIGNER: [Name]
LOCATION: [Location]

DESIGNER: [Name]
LOCATION: [Location]

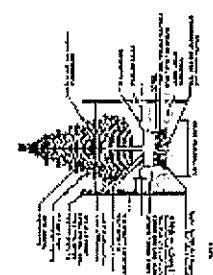
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LOCATION: [Location]

DESIGNER: [Name]
LOCATION: [Location]

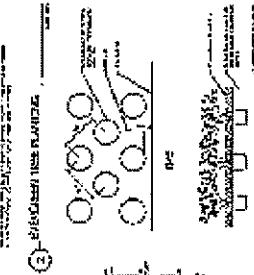
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LOCATION: [Location]

PLANTING DETAILS
1. [Detail]
2. [Detail]
3. [Detail]
4. [Detail]
5. [Detail]
6. [Detail]
7. [Detail]
8. [Detail]
9. [Detail]
10. [Detail]

CENTRAL LANDSCAPE NOTES
 The landscape design is based on the following principles:
 1. To create a functional and aesthetically pleasing environment.
 2. To utilize local materials and plants.
 3. To provide shade and shelter for the building.
 4. To create a sense of enclosure and privacy.
 5. To provide a place for recreation and relaxation.



2. PLANTING SPECIFICATIONS
 The following plants are recommended for the site:
 - **Trees:** Acacia, Eucalyptus, and other native species.
 - **Shrubs:** Various species of shrubs that provide shade and privacy.
 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.



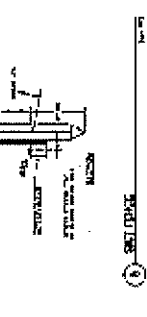
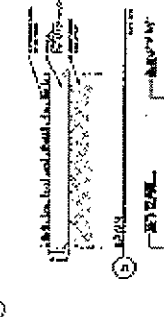
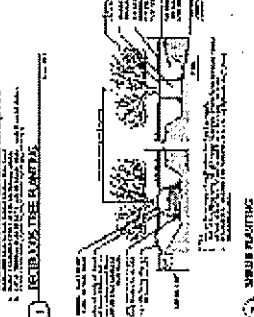
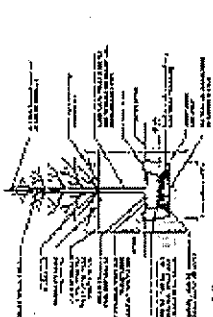
4. PLANTING DETAIL
 This diagram shows a detailed view of a planting area, including the placement of mulch, the location of the drip line, and the placement of the tree.



6. PLANTING DETAIL
 This diagram shows a detailed view of a planting area, including the placement of mulch, the location of the drip line, and the placement of the tree.



8. PLANTING DETAIL
 This diagram shows a detailed view of a planting area, including the placement of mulch, the location of the drip line, and the placement of the tree.



15. PLANTING SPECIFICATIONS
 The following plants are recommended for the site:
 - **Trees:** Acacia, Eucalyptus, and other native species.
 - **Shrubs:** Various species of shrubs that provide shade and privacy.
 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.

16. PLANTING SPECIFICATIONS
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 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.

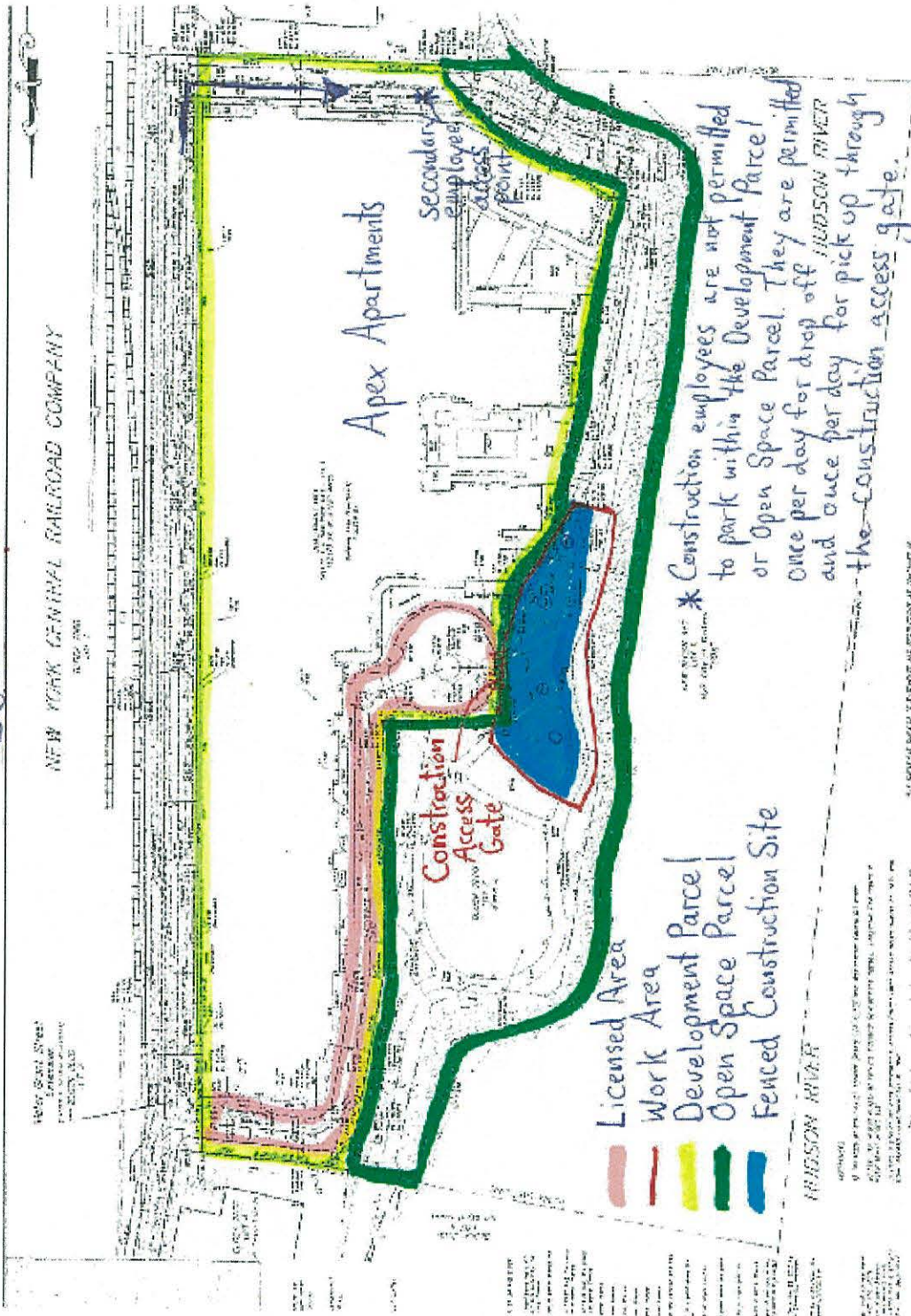
17. PLANTING SPECIFICATIONS
 The following plants are recommended for the site:
 - **Trees:** Acacia, Eucalyptus, and other native species.
 - **Shrubs:** Various species of shrubs that provide shade and privacy.
 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.

18. PLANTING SPECIFICATIONS
 The following plants are recommended for the site:
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 - **Shrubs:** Various species of shrubs that provide shade and privacy.
 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.

19. PLANTING SPECIFICATIONS
 The following plants are recommended for the site:
 - **Trees:** Acacia, Eucalyptus, and other native species.
 - **Shrubs:** Various species of shrubs that provide shade and privacy.
 - **Grasses:** Native grasses that are drought-tolerant and low-maintenance.

SCHEDULE "B" - WORK AREA

Schedule B



SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required

for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

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

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

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

DRAFT

SCHEDULE "D"- BUDGET

ESTIMATED PROBABLE COST OF CONSTRUCTION

DATE: 07/23/19

ENSLAVED AFRICANS RAIN GARDEN
SECTION 1, BLOCK 640 LOT 1
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK
BCG # 081082-01-001



OWNER/DEVELOPER:
VINNE BAGWELL
ENSLAVED AFRICANS' RAIN GARDEN, INC.
YONKERS, NY 10701

ITEM#	SECTION DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
2	Soil Erosion and Sediment Control	LS	1	\$ 2,500.00	\$ 2,500.00
3	Demolition and Site Clearing	LS	1	\$ 4,500.00	\$ 4,500.00
4	Earthwork	LS	1	\$ 5,000.00	\$ 5,000.00
5	Bench - Type A	UNIT	2	\$ 3,800.00	\$ 7,600.00
6	Bench - Type B	UNIT	1	\$ 3,200.00	\$ 3,200.00
7	Bench - Type C	UNIT	1	\$ 3,000.00	\$ 3,000.00
8	Bench - Type D	UNIT	1	\$ 3,200.00	\$ 3,200.00
9	Ornamental Grasses, 3 Gallon	UNIT	63	\$ 35.00	\$ 2,205.00
10	Deciduous Shrubs, 24-30", B&B	UNIT	30	\$ 95.00	\$ 2,850.00
11	Evergreen Shrubs, 24-30", B&B	UNIT	21	\$ 110.00	\$ 2,310.00
12	Ornamental Trees, B&B (Including Transplants)	UNIT	7	\$ 585.00	\$ 4,095.00
13	Perennials, 2 Gallon	UNIT	338	\$ 20.00	\$ 6,760.00
14	Groundcovers 1-3 Gallon	UNIT	206	\$ 20.00	\$ 4,120.00
15	Tree Trimming (if and where directed)	HRS	3	\$ 250.00	\$ 750.00
16	Lawn Area (Sod)	SF	525	\$ 1.50	\$ 787.50
17	Stabilized Crushed Stone, (if and where directed by owner)	SY	135	\$ 40.00	\$ 5,400.00
18	Flag Sign	UNIT	1	\$ 750.00	\$ 750.00
19	1-3" Black Riverstone, 6" Layer with Geotextile Fabric	SY	110	\$ 35.00	\$ 4,000.00
20	Boulders of Various Sizes	LS	1	\$ 12,500.00	\$ 12,500.00
21	Flush Mounted Up Lights (Wiring and Setup)	LS	1	\$ 19,200.00	\$ 19,200.00
22	Granite Aprons (Mesabi Black) 4-1/16" Thick	SF	256	\$ 213.62	\$ 54,661.12
23	Granite Pedestal (Mesabi Black) 6" Thick	SF	16	\$ 261.88	\$ 4,190.08

TOTAL BASE

	\$ 157,138.70
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SCHEDULE "E"

Terms and Conditions of Park Operation

Hours of operation, scheduling and supervision will be determined by the Municipality

At all times when the Property is utilized, the Municipality will be responsible for providing for the general supervision of the Property.

The Municipality will be responsible for providing for the maintenance of the Property and its related amenities.

The Property must be open to all Westchester County residents.

Advertising & Signage: The Municipality shall acknowledge the County's contribution toward improvement of the Property on any signs erected on the Property and on any other publications, documents, websites, etc. mentioning the Property.

Security: The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement provide adequate security and safety at the Property in the manner as provided at other Municipal parks.

The Municipality is responsible for ensuring the payment of all utility costs associated with the Property.

The Municipality is responsible for ensuring for the litter refuse/removal and recycling at the Property.

Vandalism repair and/or replacement on the Property are the responsibility of the Municipality.

SCHEDULE "F"

SELF INSURANCE LETTERS ATTACHED

DRAFT

MIKE SPANO
MAYOR

Matthew I. Gallagher
CORPORATION COUNSEL

KAREN RAMOS
DEPUTY CORPORATION COUNSEL



CITY OF YONKERS
DEPARTMENT OF LAW

CITY HALL ROOM 300
40 SOUTH BROADWAY
YONKERS, NEW YORK 10701-3883
(914) 377-6240

January 28, 2021

Mr. Glendon McLeary, Dir. & VP, Loans and Grants
Empire State Development
633 Third Avenue
New York, NY 10017

Re: Letter of Self Insurance

Dear Mr. McLeary:

Please be advised that the City of Yonkers is a self-insured municipality. This letter will serve to satisfy any insurance requirements consistent with New York State Insurance Laws.

Very truly yours,

A handwritten signature in black ink, appearing to read "Karen A. Ramos", with a long horizontal flourish extending to the right.

Karen A. Ramos
Deputy Corporation Counsel



**Workers
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

**Office of the Secretary
Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Yonkers, City of
WCB #: W881007
Tax ID #: 13-6007340
Qual Date: 2/20/1918

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 28th day of January 2021.

KIM MCCARROLL
SECRETARY

Status Confirmed By
Krystie Freedman
1/28/2021