

**CITY OF RYE
1051 BOSTON POST ROAD
RYE, NY 10580
AGENDA**

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
Wednesday, December 5, 2018
7:30 p.m.**

Please Note: The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney-client privileged matters, personnel matters and labor negotiations.

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Residents may be heard on matters for Council consideration that do not appear on the agenda.
5. Public Hearing on the proposed 2019 Budget.
6. Consideration of a request by the Rye Free Reading Room for use of the Village Green and City Hall Parking lot to host the Annual Vehicle Fair on Sunday, May 19, 2019 from 8:00 a.m. to 5:00 p.m.
7. Authorization for City Manager to enter into a Memorandum of Understanding with the County of Westchester to provide access to Westchester Records Online: the County Clerk's land records and legal files.
8. Resolution to select the Standard or Green Supply as the default for the Community Choice Aggregation Program.
9. Authorization for City Manager to enter into a Westchester County E-911 Inter-municipal Agreement (IMA) to provide critical E-911 Public Safety Answering Point (PSAP) support and maintenance services in all Westchester municipalities
10. Appointments to Boards and Commissions by the Mayor with Council approval.
11. Miscellaneous communications and reports.

12. Old Business.
13. New Business.
14. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, December 19, 2018.

City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under “RyeTV Live”.

The Mayor and City Council have office hours in the Mayor’s Conference Room Annex at Rye City Hall, 1051 Boston Post Road. Attendance by the Mayor and Council Members will vary. The Mayor’s Conference Room Annex is located on the 1st floor of City Hall adjacent to the Council Chambers. Hours are as follows:

**Mondays 9:30 a.m. to 11:00 a.m.
Wednesdays 9:30 a.m. to 11:00 a.m.**



CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager's Office

DATE: December 5, 2018

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of a request by the Rye Free Reading Room for the use of the Village Green and City Hall Parking lot to host the Annual Vehicle Fair Sunday, May 19, 2019 from 11:30 a.m. to 3:00 p.m.

FOR THE MEETING OF:

December 5, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the request for the Rye Free Reading Room to host the Annual Vehicle Fair.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Rye Free Reading Room has requested use of the Village Green and the City Hall parking lot to host the annual Vehicle Fair on Sunday, May 19, 2019 from 11:30 a.m. to 3:00 p.m. The Vehicle Fair features carnival style activities, family crafts, story times, and an up-close experience with the large vehicles. To allow for setup and cleanup activities, the RFRR requests permission to use the Village Green and parking lot from 8:00 a.m. to 5:00 p.m.

See attached.

From: Chris Shoemaker [mailto:cshoemaker@ryelibrary.org]
Sent: Monday, November 26, 2018 11:34 AM
To: Serrano, Marcus A.
Subject: Vehicle Fair 2019 request

Good morning Marcus,

I hope all is well with you - see you tonight at 7:30.

For the December 5th meeting, could you please include the request to use the Green on May 19, 2019?

Thanks,

Chris

Chris Shoemaker

Director

Rye Free Reading Room

1061 Boston Post Road

Rye, NY 10580

914-231-3160

cshoemaker@ryelibrary.org

www.ryelibrary.org



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: December 5, 2018

CONTACT: Marcus Serrano

AGENDA ITEM: Authorization for City Manager to enter into a Memorandum of Understanding with the County of Westchester to provide access to Westchester Records Online: the County Clerk's land records and legal files.

FOR THE MEETING OF:

December 5, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Mayor and Council authorize the City Manager to enter into the agreement with Westchester County.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Through a Memorandum of Understanding with Westchester County, the City is provided access to Westchester Records Online: the County Clerk's land records and legal files. Municipalities are given exclusive access to essential abstracts of real estate transactions to assist tax assessors. There is no charge to the City for access to the records.

See attached.



WESTCHESTER COUNTY CLERK

Timothy C. Idoni
County Clerk

November 14, 2018

Honorable Joshua Cohn
City Hall
1051 Boston Post Road
Rye, NY 10580

Dear Mayor Cohn,

The Office of the Westchester County Clerk is very pleased to be able to continue to provide your municipality with access to Westchester Records Online (wro.WestchesterClerk.com) which allows your staff to access millions of records on file free of charge, *and now including foreclosure reports*. In addition, municipalities are given exclusive access to essential abstracts of real estate transactions to assist tax assessors.

Enclosed, please find the Memorandum of Understanding (MOU) that will allow your staff remote access to the County Clerk's Westchester Records Online (WRO) through December 31, 2019, provided that our office receives the signed document and attachments.

Please return the signed MOU and the updated subscriber fact sheet before December 17, 2018 to the attention of Ms. Hulda Martinez, Office of the Westchester County Clerk, 110 Dr. Martin Luther King Jr. Blvd, Suite 335, White Plains, New York 10601. If you have any questions, please contact Ms. Martinez at (914) 995-2079, or via email at hvm1@westchestergov.com.

We look forward to serving your municipality.

Sincerely,

Timothy C. Idoni
Westchester County Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WESTCHESTER
AND

LICENSE AGREEMENT made this ____ day of _____, 201 ____, by and between:

THE COUNTY OF WESTCHESTER (hereinafter referred to as the "County"), 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 and

(hereinafter referred to as the "Licensee"), located at

WHEREAS, the County desires to provide a license for remote access to the County Clerk's land records and legal files; and

WHEREAS, the Licensee desires a license for the privilege of utilizing such remote access to the County Clerk's record; and

NOW, THEREFORE, the parties hereto agree upon the premises, terms and conditions as follows:

1. Licensed Access: The County hereby grants to the Licensee a License at no cost for the use of () assigned user IDs from the Westchester County Clerk's system that would permit Licensee to connect computer terminal(s) for remote web access to the County Clerk's land records and legal files. Licensee accepts the land records and legal file information on an "as is" basis and the County provides no warranty as to the accuracy of the information. To the extent permitted by law, the County disclaims all liability for the information contained in the files and records.

2. **Confidentiality:** The Licensee agrees that, except in accordance with proper judicial order or as otherwise provided by law, the Licensee and any person employed, or otherwise engaged, by such Licensee who by virtue of such employment or engagement is given access to the County Clerk's Office land and legal records pursuant to this License, shall not divulge or make known in any manner any confidential information, such as social security numbers, contained in such records.

3. **Conduct of Operations:** The Licensee assumes all risk of operation and shall provide, at its sole cost and expense, all equipment and hardware, as determined by the County, necessary to gain access to the County Clerk's records. The County shall not be responsible as a bailee or otherwise for any equipment or hardware or other personal property of the Licensee, or its employees, used to gain remote access. The Licensee hereby waives any claim for loss or damages sustained to any personal property, including, without limitation, theft or other casualty.

The Licensee further agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any all liability damage, claims, demands, costs, judgments, fees, attorneys' fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the Licensee and third parties under the direction or control of the Licensee; and

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

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

4. **Term and Termination:** The term of this License shall be for a period of one year commencing on January 1, 2019 and terminating on December 31, 2019, with the County Clerk's option to extend the License for **four** additional one-year periods on the same terms and conditions. This License shall be extended for an additional one-year period automatically upon Licensee's receipt of a letter notice from the County Clerk advising Licensee of the County Clerk's decision to exercise its option and extend this License for an additional one year period.

In addition, this License may be terminated by the County upon thirty (30) days written notice to the Licensee when, in its sole discretion, the County deems it in its best interest to do so. Licensee shall have the right to terminate this License upon thirty (30) days written notice to the County when, in its sole discretion, Licensee deems it in its best interest to do so.

5. **No Lease:** It is expressly understood and agreed that no equipment or space is leased to the Licensee. No exclusive rights for remote access (other than the licensed user IDs granted herein) are granted by this License.

6. **Notices:** All notices of any nature referred to in this License shall be in writing and either sent by regular mail, electronic correspondence, overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt, or in the case of notices sent by regular mail, notice shall be effective three business days after the date of mailing.

To the County:

Hon. Timothy C. Idoni
Westchester County Clerk
110 Dr. Martin Luther King, Jr. Blvd.
White Plains, New York 10601

And a copy to:

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

To the Licensee:

With a copy to:

Such addresses shall be subject to change from time to time as may be specified in writing.

7. **Assignment:** It is understood and agreed that this License and the privileges granted hereunder are exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to, an attempt to transfer this License pursuant to a sale or transfer of all or part of this Licensee's assets), or otherwise dispose of this License. Any attempted or purported assignment, subletting, or transfer of this License or any rights granted hereunder without the express written consent of the County is void.

8. **Entire Agreement:** This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Signed this _____ day of _____, 201__

THE COUNTY OF WESTCHESTER

By: _____
Timothy C. Idoni, County Clerk

LICENSEE

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form and manner of execution

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

STATE OF _____)

) ss.:

COUNTY OF _____)

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

Date: _____

Notary Public



CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager

DATE: December 5, 2018

CONTACT: Marcus Serrano

AGENDA ITEM: Authorization for City Manager to enter into a Westchester County E-911 Inter-municipal Agreement (IMA) to provide critical E-911 Public Safety Answering Point (PSAP) support and maintenance services in all Westchester municipalities

FOR THE MEETING OF:

December 5, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Mayor and Council authorize the City Manager to enter into the IMA agreement with Westchester County.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The previous IMA has expired and Westchester County was authorized by the Board of Legislators (Act No. 183 – 2017) to enter into this agreement and into similar agreements with 44 other local municipalities for a five (5) year term commencing on October 1, 2017 and continuing through September 30, 2022.

The primary purpose of this IMA is to define the role of Westchester County and local municipalities regarding the provision of E911 service and the operation of Public Safety Answering Points (PSAPs) located throughout the county. It also provides a necessary legal framework for the County to continue to provide critical hardware and software maintenance for the E911 system/PSAP infrastructure.

See attached.

AGREEMENT made this ____ day of _____, 2018 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 RYE, a municipal corporation of the State of New York, having an office and place of business at 1051 Boston Post Road, Rye, New York 10580 (hereinafter referred to as the “Municipality”)

WITNESSETH:

WHEREAS, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

WHEREAS, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

WHEREAS, by Act No. 183 - 2017, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2017 and continuing through September 30, 2022; and

WHEREAS, the governing board of the Municipality by Resolution adopted on the _____ day of _____, 2018, has likewise authorized this Agreement.

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP’s).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases,

transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

4. **System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs,

County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

5. **Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: “Nine-One-One (911) what is the emergency?” If the call is a primary fire or EMS related request and 60-Control (The Westchester County Department of Emergency Services’ Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to “stay on the line” and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule “B” of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2017 and terminate September 30, 2022.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. **Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. **Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. **Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. **Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. **Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By _____
(Name and Title)

MUNICIPALITY:

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 183 - 2017 on the 16th day of October, 2017.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 22nd day of November, 2017.

Approved as to form and manner of execution

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its governing board, 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)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCHAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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 affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS

Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(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:

- (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 of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.