

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, OCTOBER 16, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. ARB Law Review
2. 511NYRideshare
3. TVAC – Ambulance Service
4. Census Complete Count Committee
5. 21 Wildey Street – Affordable Housing Update
6. Westchester County IMA for Day Camp
7. Fire Department Membership Changes

Executive Session

- A. Potential ZBA/ARB Candidates

LOCAL LAW ____ - 2019

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Chapter 9, Section 4. (A) "Referral of applicants for building permits" shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled – Referral of applicants for building permits or other work for Architectural Review."

Section 3. Chapter 9, Section 4. (A) "Referral of applicants for building permits or other work for Architectural Review" shall be amended to read as follows:

Section 4. (A) Referral of applicants for building permits or other work for Architectural Review:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit ~~shall be referred by the Building Inspector to the Architectural Review Board, provided that:~~

- ~~(1) There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;~~
- ~~(2) The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square foot, including steps;~~
- ~~(3) The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~
- ~~(4) The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street, **involving**~~

any of the following shall be referred by the Building Inspector to the Architectural Review Board:

ARB review is required for applications requiring Planning Board approval, as well as other projects, ~~which are as~~ detailed as follows:

1. Construction of a new building
2. Reconstruction or rehabilitation of buildings with prior Architectural Review Board approval, ~~which differs from that prior ARB approval;~~
3. Rehabilitation of buildings that involves more than replacement with materials (windows, doors, siding, or garage doors ~~and roofing~~) that are not of the same kind, ~~and which are visible from a public street.~~ For example, while replacement of wood double-hung windows with vinyl double hung windows would not require ARB approval, replacement of double-hung windows with casement windows would.
~~Additions that increase the existing building footprint by 25% or more;~~
4. All additions of any size for buildings built before 1929. For buildings built ~~in after-~~ 1929 or later, additions that increase the existing building footprint by 25% ~~or more-.~~
5. Fences that are in the front yard (See Schematic Plan (1) or within the required minimum front yard set back (See Schematic Plan (2) ~~and higher than thirty inches (30").~~
6. Walls, including retaining walls, that are in a front yard or within the required minimum front yard setback, ~~higher than thirty inches (30") and are visible from a public street.~~

6.7. Walls, including retaining walls, that are over 30 inches (30") and that are within the required minimum side yard or rear yard setback.

7.8. Applications for signage or awnings;

8.9. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:

(a) Construction, reconstruction or alteration of any building or structure that affects the **portion of the** exterior appearance of the building or other structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;

(b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet (such size calculation shall include any steps); or

(c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.

(d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

4. B. Exceptions – Since it is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not result in major, detrimental departures from the original construction and design of a structure, applications that are excepted from ARB review include:

1. additions that increase the existing building footprint by less than 25% for buildings built after 1929 (see section 4. A. 5.)

2. fences that are only in the rear yard or side yard set back, less than 48" and not fronting on a street. (Finish of the fence must face the adjoining property.)

3. walls under Planning Board Review, including retaining walls, that are

a. less than thirty inches (30") in height and not in the side and rear yard setbacks.

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b. not visible from the street.

c. not adjoining to the neighboring property within a required minimum front yard, side yard or rear yard setback.

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4. steps, and/or sidewalks

5. painting a building or structure the same colors

6. painting a building or structure and changing colors from the existing colors, provided that the colors are in the Benjamin Moore Historical Color Chart, and the Benjamin Moore White and Off-White Color Charts, as they may be updated from time to time, maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.

7. Adding storm widows to existing windows without making further changes.

Section 4: The current Section 9-4 (B), (C), and (D) should be renumbered to 9-4 (C), (D) and (E).

Section 5: Supersession of other laws.

All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

Section 6: Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 7: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

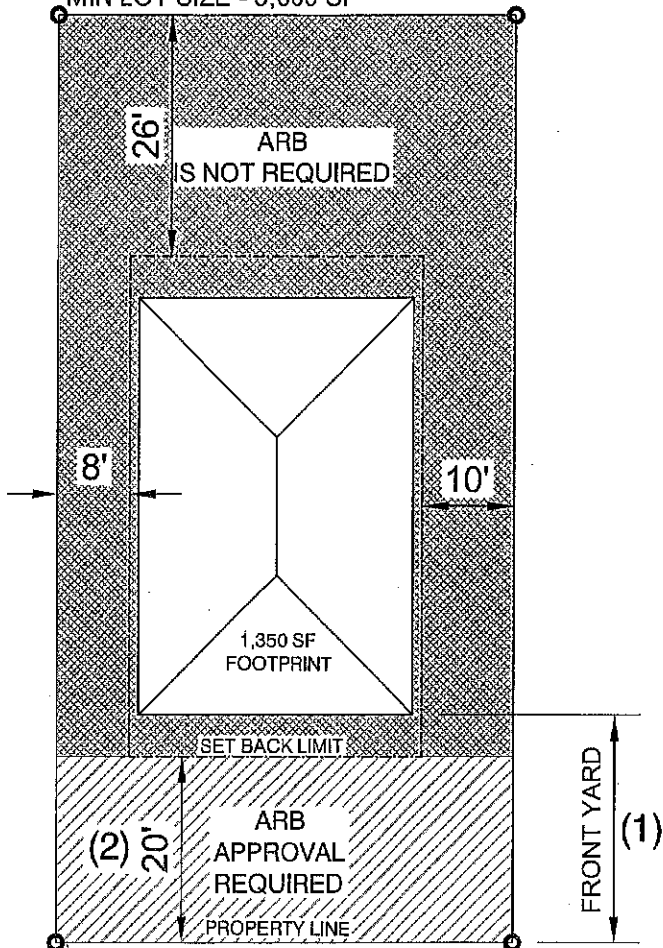
ROAD CENTERLINE

CURB LINE

RIGHT-OF-WAY

EXAMPLE:
R-5 ZONE
MIN LOT SIZE - 5,000 SF

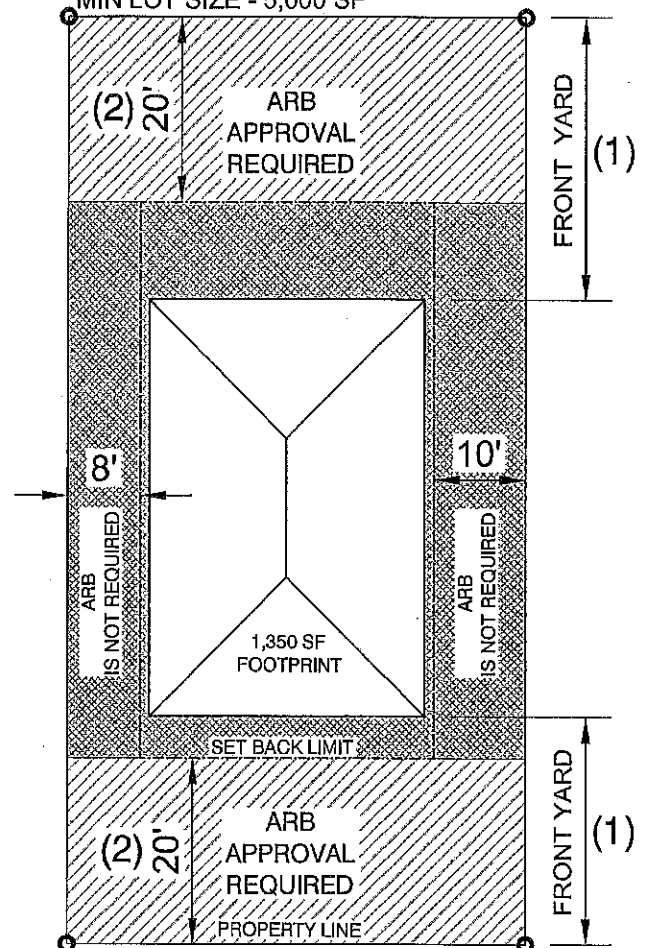
EXAMPLE:
R-5 ZONE
MIN LOT SIZE - 5,000 SF



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE

FRONTAGE ON SINGLE ROAD

FRONTAGE ON TWO ROADS.

SCHEMATIC PLAN

511NY Rideshare



Commuter Benefits Programs

Your employees are keys to your success. As traffic congestion, fuel costs and travel times increase, offering alternatives to improve mobility enables employers to attract and to retain high-quality employees, helping them achieve a manageable and satisfying work-life balance.

511NY Rideshare offers free, customized services to encourage your employees to choose greener and more cost-effective travel options. We can help you develop a comprehensive commuter benefits program customized to your work site or simply provide information about commute and travel options to your employees. The choice is yours.

For Employers

- Demonstration of corporate social and environmental leadership
- Attractive and cost-effective employee benefits
- Reduced employee turnover and absenteeism
- Increased employee productivity
- Expanded recruiting market
- Reduced traffic congestion and parking problems

Employer-sponsored commuter benefits programs can include:

- ✓ Ridematching Services
- ✓ Vanpools and Shuttles
- ✓ Telework
- ✓ Flextime
- ✓ Relocation Services
- ✓ Parking Management
- ✓ Guaranteed Ride Program

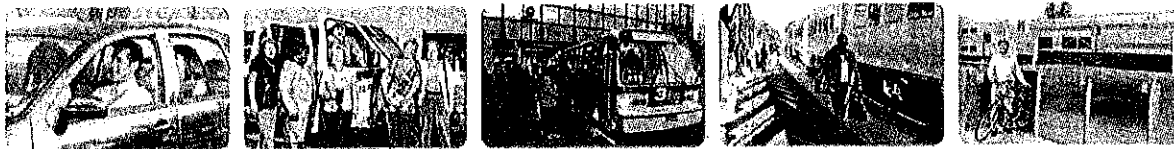
For Your Employees

- Reduced stress
- Savings on commuting and traveling costs
- Consistent travel times and routes
- Decreased wear and tear on vehicle
- Part-time travel options
- Improved air quality
- Better work-life balance

Visit 511NYRideshare.org
Or call 511 and say "Rideshare"



2 511NY Rideshare



Customized Commute Mobility Plan

511NY Rideshare staff identifies available mobility options, such as carpooling, vanpooling, transit, walking, bicycling and teleworking, and identifies appropriate program strategies and services for employers to offer employees.

On-Site Technical Assistance

511NY Rideshare provides a wide range of free services to help you design, launch, support and operate your commuter benefits program. Your 511NY Rideshare representative will help you identify appropriate mobility options, provide ongoing program consultation, and assist with administration tasks to reduce the burden on your company.

Ridematching Services

511NY Rideshare will gather information from employees about their commutes and then match employees to carpool and vanpool groups, walk/bicycle buddies or provide transit assistance.

Transportation Days

511NY Rideshare staff meets with your employees to talk about their transportation needs. These "Transportation Days" provide personal assistance to people trying to improve their mobility. We talk about choices and help develop a plan that suits them.

Direct Commuter Services

511NY Rideshare provides services directly to your employees, including personalized commute information, ridematching, construction and traffic updates and vanpooling tips and information. Toll-free customer support is also available by calling 511 and saying "Rideshare."

Guaranteed Ride Program

Your ridesharing employees will have a guaranteed ride if they have an illness or other emergency. (Limitations apply.) We will set up and administer a Guaranteed Ride Program for your company at no cost to you, along with recommendations for determining eligibility, setting up internal administrative procedures and ongoing evaluation.

Marketing Support

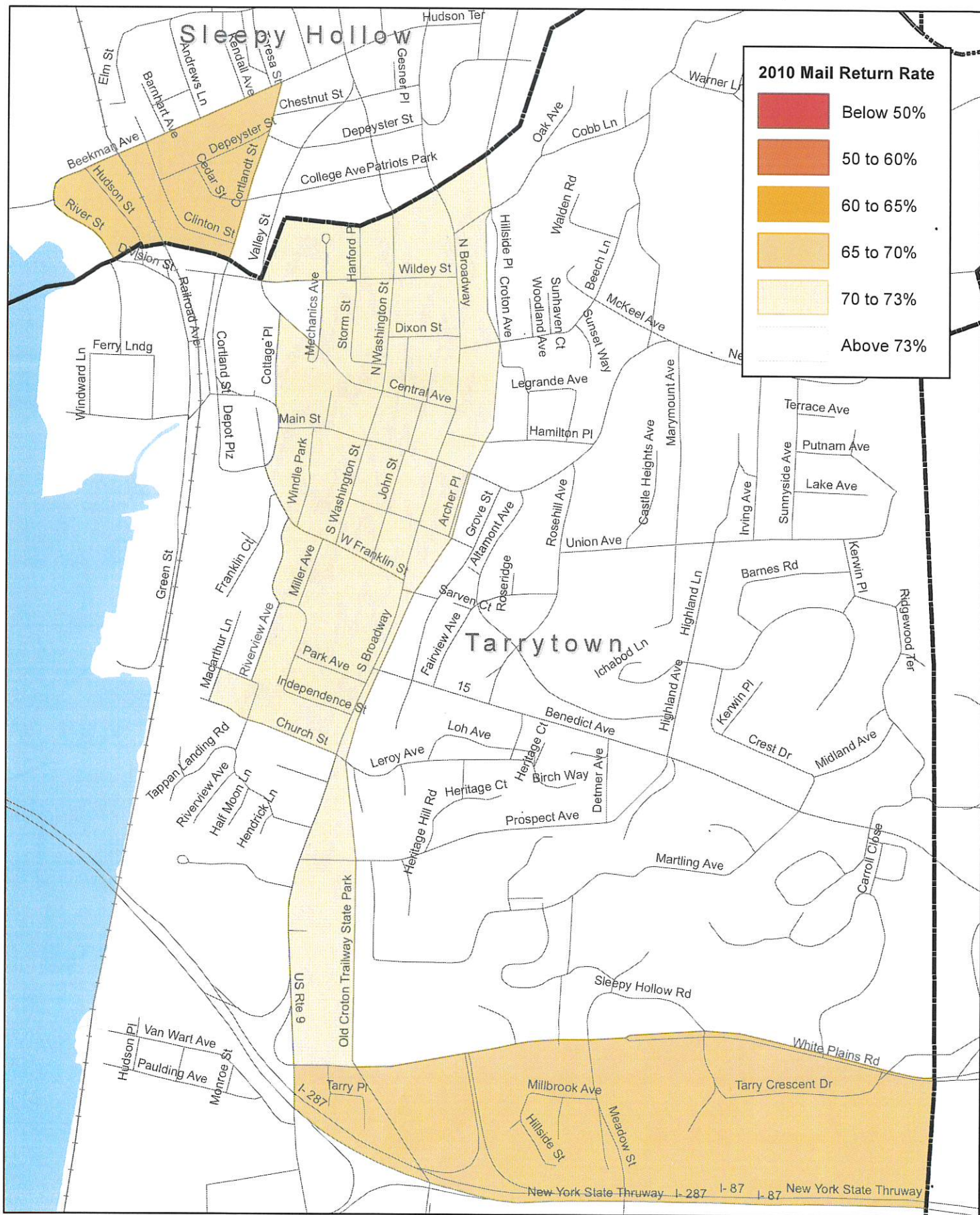
511NY Rideshare provides materials to help you educate your employees about your commuter benefits program. In addition, we'll provide customized information that you can post on your company's intranet site or include in internal emails or newsletters.

Visit 511NYRideshare.org
Or call 511 and say "Rideshare"



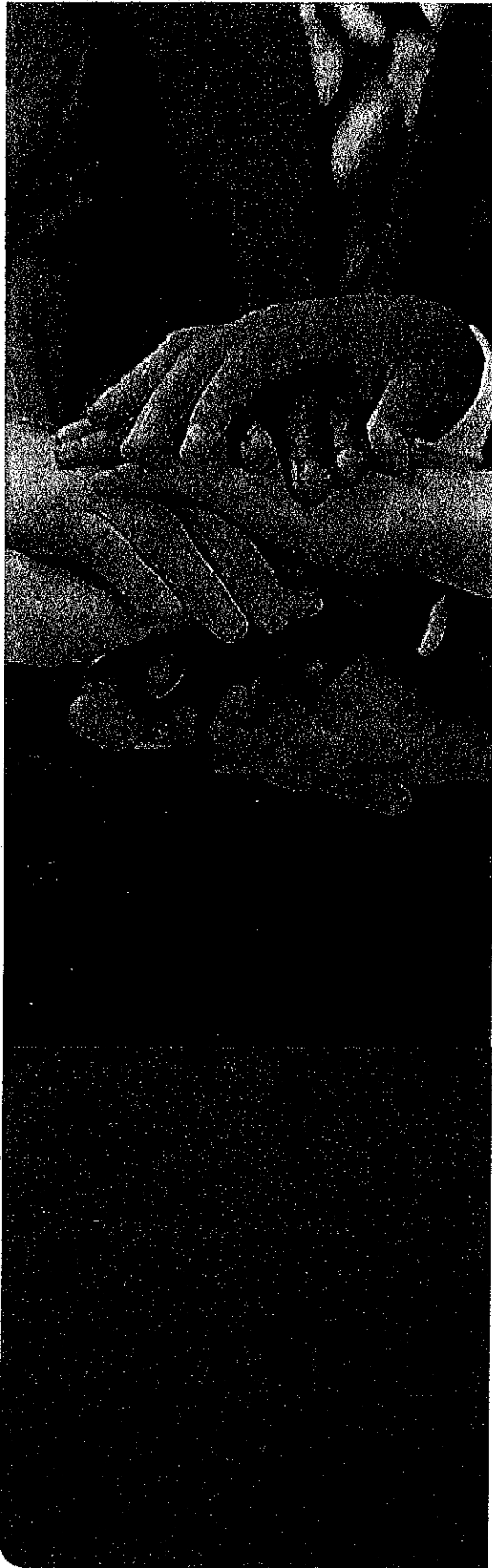
"Hard to Count" Areas in Tarrytown and Sleepy Hollow: Census 2010 Mail Return Rate by Block Group

4



0 0.1 0.2 0.4 Miles

The 73% mail return rate threshold is used because it represents all tracts nationwide that are in the bottom 20 percent of 2010 mail return rates
Source: 2018 Planning Database (PDB), US Census Bureau



WHAT ARE COMPLETE COUNT COMMITTEES?

Complete Count Committees

Complete Count Committees (CCC) are volunteer committees established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census. CCCs serve as state and local "census ambassador" groups that play an integral part in ensuring a complete and accurate count of the community in the 2020 Census. Success of the census depends on community involvement at every level. The U.S. Census Bureau cannot conduct the 2020 Census alone.

There are three kinds of Complete Count Committees (other than the State Level CCC):

- Tribal.
- State and local government (regional, county, city, or town).
- Community.

A Complete Count Committee should be formed to:

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

Let's take a look at these and review the differences between the common types and sizes.

Tribal and Government Complete Count Committees

Complete Count Committees are usually formed by the highest elected official in that jurisdiction, such as a tribal leader, a mayor, county commissioner, or regional chairman. The highest elected official may appoint a chair of the CCC and may then appoint members of the community to serve as members of the CCC. Members appointed could be representative of a cross section of the community, be willing and able to serve until the census is over, and help implement a creative outreach campaign in areas that may pose a challenge in 2020. Members could include persons from the areas of education, media, business, religion, and community groups. Most local government CCCs are small to medium size, depending on the jurisdiction. A town may have a small committee with only 3-5 members, while a city may be medium to large size with anywhere from 10 to more than 100 members, depending the size of the city or tribe.

Since state, county, and regional CCCs cover a larger geography, they tend to be larger in size, with 20-50 members. The size and number of members depends on what works best for each jurisdiction and what will make the most effective and successful

committee. Mayors, county commissioners, and heads of regional boards understand the importance of getting a complete and accurate census count and how census data impacts their communities. In previous censuses, the most productive government CCCs had a subcommittee structure. Examples of subcommittees and what they do are covered under "What Is the Subcommittee Structure of a CCC?"

Examples of Tribal and Complete Count Committee Strategies

Nationwide, there were over 10,000 Complete Count Committees formed with the Census Bureau during the 2010 Census and the majority of them were local government committees. Here are some of the strategies that worked for them:

- Allocate/obtain funds for the CCC and assign a staff person to work with the committee.
- Set clear, achievable goals and objectives.
- Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
- Use a "grassroots" approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
- Create promotional materials and products customized for the local area.
- Implement special events such as Census Day "Be Counted" parades.
- Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

Sample Activities of Tribal and Government Complete Count Committees

2018-2019

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Create ways to dispel myths and alleviate fears about the privacy and confidentiality of census data.

- Place census messages on water bills, property tax bills, social media, and local speeches and other correspondence generated by the jurisdiction.
- Host a Census Solutions Workshop (see Appendix C) with others in the community.
- Develop and implement activities to involve local government employees in the 2020 Census Awareness Campaign.
- Encourage corporations to become official sponsors of your census activities.
- Have census posters, banners, and other signage placed in highly visible public locations.
- Include the 2020 Census logo and message on bus schedules, brochures, newsletters, social media sites, and your local jurisdiction Web site.
- Sponsor a census booth at county fairs, carnivals, and festivals (especially cultural or ethnic celebrations).
- Sponsor a contest to design a sticker or poster promoting the 2020 Census.
- Have census information available during voter registration drives.

January–March 2020

- Add a census message during meetings, events, and to written or digital/electronic correspondence like social media.
- Provide information on federally funded programs that have benefitted the community.
- Plan a major promotional event around the start of self-response or when households get their invitation to respond. Advise communities that they can respond to the census online.
- Saturate public access areas with easy-to-read and understandable census information customized for your community.
- Ask elected officials to encourage households to complete the census online, by phone, or return the questionnaire by mail.

- Place a census message on all municipal marquees urging households to complete the questionnaire online, by phone, or by mail.

April 2020

- Place public service announcements in local media encouraging households to respond.
- Have census rallies or parades.
- Urge households who do not respond to cooperate with census takers.

Community Complete Count Committees

Community Complete Count Committees are often formed in areas that do not have a government CCC or areas that may require a more targeted outreach approach. Community CCCs may be formed by a community group/organization or a coalition of several organizations. For example, an organization in a predominately elderly community may want to form a CCC in order to build awareness among that population and encourage them to respond when the invitations to respond are delivered. A tenants' association may form a committee to educate tenants about the census and help those needing assistance in completing their census. Community CCCs identify their own chair and committee members. They may choose individuals who are influential leaders or gatekeepers in the community to serve as members or others that will help accomplish the goals of the committee. Community CCCs are usually small to medium in size with anywhere from 5 to 25 members depending on the sponsoring organization(s) and the size of the community it represents.

Small committees may not need subcommittees, however larger committees may find this structure helps them focus and work more effectively.

Examples of Community Complete Count Committee Strategies

A number of organizations formed Community CCCs in previous censuses. Some examples of these organizations are Community Action Groups, Hispanic Service Center, Delta Sigma Theta Sorority, and Human Development Commission.

Here are some suggestions that worked for them:

- Set clear achievable goals and objectives.

- Identify what the committee will focus on. Some examples include increasing the response rate in public housing communities among cultural/ethnic groups in your area or among students in colleges/universities, outreach and promotion to youth and elderly in the community, or a global approach if no other CCCs are in the area.
- Develop an action plan that includes activities and events which will support your efforts and help you meet your goals and objectives.
- Create promotional materials that appeal to your community.
- Implement special events that will generate interest and participation in the census.
- Use social media to engage your community.

Sample Activities of Community Complete Count Committees

2018-2019

- Make a list of community-based organizations in your area. Hold a meeting with leaders of the organizations and solicit their help in creating a census awareness campaign targeted to community members.
- Host a Census Solutions Workshop with other community-based organizations in your area to come up with innovative and engaging ways to reach your communities.
- Check the community calendar in your area for events. Contact organizations to see if you can have a census table to pass out census materials to increase awareness.
- Plan and solicit sponsors for a "Census Day/Night Street Festival" in late 2019. Think of creative games or activities where census information can be incorporated.
- Develop a 2019 Census Activity Calendar, ask organizations to choose a month in which they will sponsor census activities or promote census awareness.

- Ask organizations to include a census article or message in all of their publications and social media channels from April 2019 to July 2020.

January-March 2020

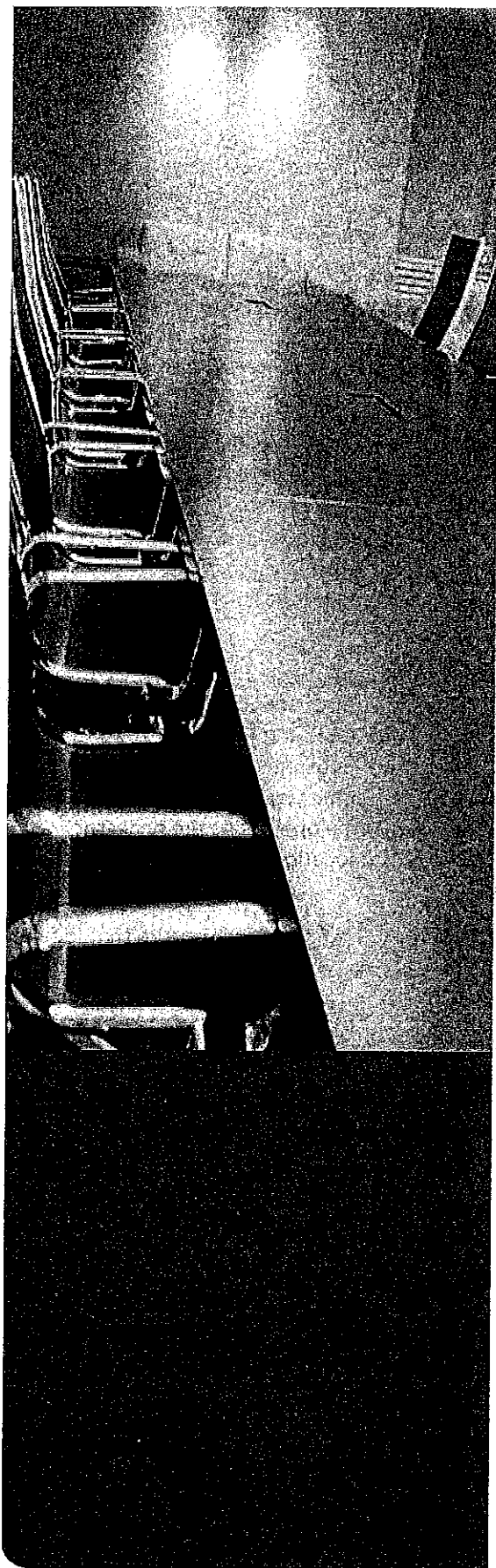
- Encourage organizations to include 2020 Census on the agenda of their meetings, workshops, or conferences.
- Distribute/post on social media fliers announcing the invitation to respond to the census at busy locations in the community.
- Make public statements of support and the importance of participating in the 2020 Census.

April 2020

- Encourage households to complete the questionnaire online, by phone, or by mail.
- Plan a Census Day event to motivate the community response.
- Look online or check with your census contact person about response rates for your community. If rates are low, plan special events or activities to motivate individuals to respond.
- Remind households if they didn't respond online, by phone, or mail their questionnaire back, a census worker may come to their home. Encourage households to cooperate with census workers.

May 2020

- Continue to encourage community individuals to cooperate with census workers.
- Evaluate what worked best for your community and briefly report this information to your census contact.
- Celebrate your success and thank all those involved in making it happen.



WHAT IS THE SUBCOMMITTEE STRUCTURE OF A CCC?

The Structure

The Census Bureau partnership staff will serve as a liaison or an informational resource.

The operation of the CCC flows from the tribal leader or highest elected official or community leader to the chairperson, the committee members, and/or to the community at large.

The tribal leader or highest elected official or community leader appoints a chairperson. The chairperson is the liaison or main source of contact between the CCC and the Census Bureau.

The chairperson collaborates with the highest elected official or community leader to select subcommittee chairs.

The CCC should involve every aspect of a local community in its subcommittee structure—government, education, faith-based organizations, media, community-based organizations, business, and recruiting. **The Census Bureau does not manage Complete Count Committees.**

The following are examples of a typical subcommittee structure. Other subcommittees may be formed based on the focus of the CCC or the needs of the community. Examples of other subcommittee topics are migrant and seasonal farmworkers, children/youth services, immigrants, senior services, and the disabled community.

The subcommittee chairpersons may recruit members for their respective teams. The ideal candidates for a Complete Count Committee are those community members who have expertise, influence, and experience in the area of

the respective committee. Committees that invest time, resources, and energy in this project are more productive and successful.

Recruiting subcommittee—Disseminates information about census job openings for the 2020 Census. Information will include the number of jobs available and types of jobs available.

Government subcommittee—Assists in all activities between the Census Bureau and the local government, such as participation in decennial geography programs and identifying other resources for CCC activities.

Education subcommittee—Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.

Faith-based subcommittee—Creates and coordinates activities and materials that can be used by any local faith-based institution in the

promotion of the 2020 Census awareness and participation.

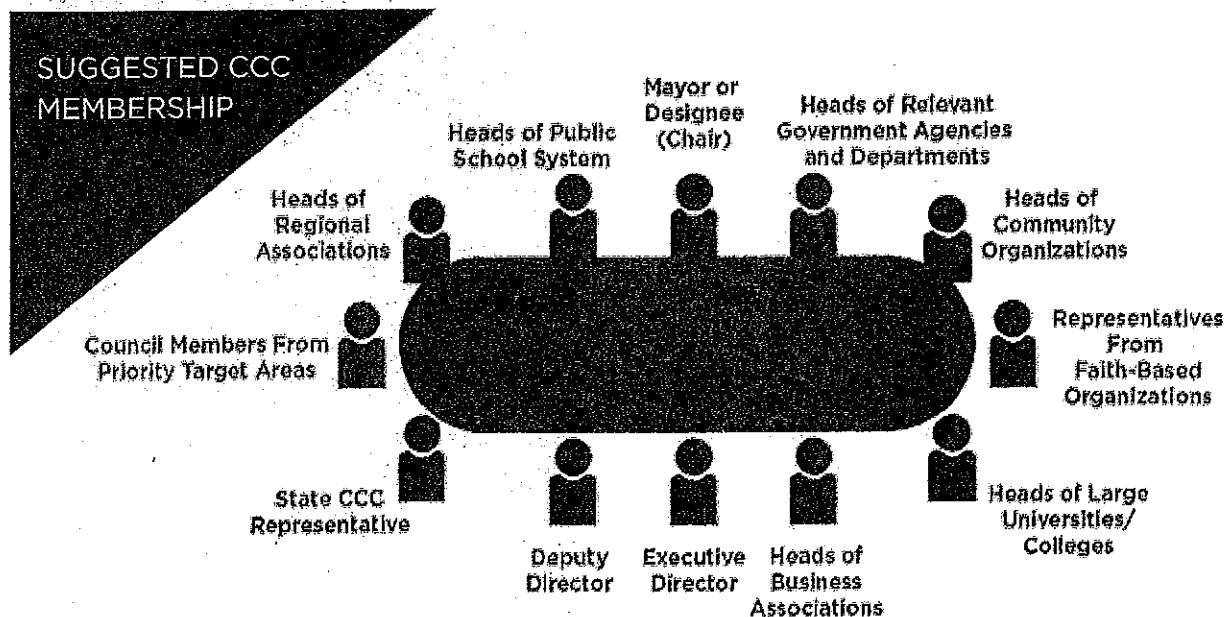
Media subcommittee—Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

Community-based organizations subcommittee—Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.

Business subcommittee—Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.

Figure 1.

Suggested CCC Membership



*Partnership Specialist is advisor and Census Bureau liaison to Municipal CCCs

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2019 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

VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County desires that the Municipality provide its positive youth development program known as the Tarrytown/ Sleepy Hollow Day Camp (the "Program"); and

WHEREAS, the Municipality is willing to provide the Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, more fully described in Schedule "A," which is attached hereto and made a part hereof (the "Work").

SECOND: The term of this Agreement shall commence on July 1, 2019 and shall terminate on August 9, 2019, unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, shall not exceed Thirty-Five Thousand Seven Hundred (\$35,700) Dollars. The County shall pay the Municipality for performance of the Work hereunder, an amount not to exceed Thirty-Five Thousand Seven Hundred (\$35,700.00) Dollars for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the County.

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Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the

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“Repository”) into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the “Required Documents”).

The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a “Repository Document”):

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

FIFTH: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “C,” entitled “Standard Insurance Provisions,” which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “C,” the Municipality 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 Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the 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 directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to

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be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with enforcing this provision of the Agreement.

SIXTH: (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B."

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

EIGHTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of

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

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

NINTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail, and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

to the Municipality: Village of Tarrytown
 One Depot Plaza
 Tarrytown, NY 10591

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or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It 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.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TWELFTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

THIRTEENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or

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intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
Richard Slingerland
Village Administrator/ Village of Tarrytown

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2019-175 on the 16th day of September, 2019.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

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MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20_____, before me personally came
_____ to me known, and known to me to be the
_____ of _____, the corporation described
in and which executed the within instrument, who being by me duly sworn did depose and say that
he/she, the said _____ resides at _____
_____ and that he/she is _____
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the
within instrument is such corporate seal and that it was so affixed by order of the Board of Directors
of said corporation, and that he/she signed his name thereto by like order.

Notary Public

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CERTIFICATE OF AUTHORITY
(Municipality)

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

_____ of the _____
(Title) (Name of Municipality)

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

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

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

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On this ____ day of _____, 20____, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

SCHEDULE A
WESTCHESTER COUNTY YOUTH BUREAU
INDIVIDUAL PROGRAM APPLICATION

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Summer Camps
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FUND AMOUNTS:		
Total Program Amount: 129918	Funds Requested: 35,700	Cost Per Youth: 680

AUTHORIZED VOUCHER SIGNED:		
1. Last Name: Arduno	First Name: Joseph	Title: Recreation Supervisor
2. Last Name: Slingerland	First Name: Richard	Title: Village Administrator

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)	Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>	
Federal ID Number: 13-6007334	Implementing Agency/Municipality: Village of Tarrytown		
Agency Website: www.tarrytowngov.com			
Mailing Street Address: 1 Depot Plaza			
Suite/Floor/Room # / P.O. Box:	City: Tarrytown	State: NY	Zip Code: 10591

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Slingerland	First Name: Richard	Title: Village Administrator	
Phone Number: 914-862-1802	Extension:	Fax: 914-909-1208	Email: rslingerland@tarrytowngov.com

PROGRAM CONTACT PERSON:			
Last Name: Arduno	First Name: Joseph	Title: Recreation Supervisor	
Phone Number: 914-631-8347	Extension:	Fax:	Email: jarduno@tarrytowngov.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION:	Days of operation: Monday-Friday	From: 8:30am	To: 3:15pm
Other <input checked="" type="checkbox"/> explain: Summer Camp - 6 weeks from July 1, 2019 - August 9, 2019			

X _____
EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

X 7/8/19
DATE

**WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE**

PROGRAM TITLE:

PROJECTED TOTAL PROGRAM ENROLLMENT 191	Attendance
PROGRAM SUMMARY: The Recreation Department in the Village of Tarrytown provides Summer Tot & Day Camp programs to residents of Tarrytown and Sleepy Hollow. The programs will provide 6 weeks of summer time activities for all youth ages 3-11. Activities at the Tot Camp are theme days, color days, entertainment on site (clowns, musicians, learning about animals), arts & crafts, music and swimming twice a week at the Tarrytown Recreation pool. Activities at the Day Camp are theme days, color days, entertainment (magicians, DJ Dance party, Learning about animals and Mad Science activity), weekly trips to amusement parks, aquariums, etc. and swimming twice a week at the Tarrytown Recreation pool.	

PROGRAM SITES- Most significant (3 Maximum)					
T y p e	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	238 W. Main Street Tarrytown, NY 10591 (Tarrytown Recreation Pool)	92	35		
	103 South Broadway Tarrytown, NY 10591 (Washington Irving School)				
	154 North Broadway Tarrytown, NY 10591 (John Paulding School)				

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 108	# Female 83
---	-------------------	--------------------

ETHNICITY (Enter number of participants per ethnic group)			
White 68	Black or African American 32	Two or more races 0	Hispanic or Latino 85
American Indian or Alaskan Native 0	Asian 8	Native Hawaiian or other Pacific Islander 0	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 74	7-9 94	10-13 23	14-17	18-20	21+	
If "Yes," indicate number of youth:		Youth aging out of foster care:		Children of incarcerated parents:			
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth			

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PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(Those eight features of effective youth development settings serve as quality standards for youth programs)

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

Program will adhere to NYS DOH physical safety requirements as required. Staff will conduct camper orientations every Monday for all campers which will include rules especially pertaining to physical and psychological safety.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Staff will receive training prior to camp starting on how to be clear and consistent when abiding by rules and expectations. They will also be trained on how to deal with campers behaviors and the chain of command.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Staff will be trained as caring, responsible adult role models and will address youth and family concerns and issues as they arise.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Program offerings will be relevant, age and culturally appropriate. Staff will encourage participation by all young people in various activities.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Throughout the program staff will be trained to help encourage their campers in all aspects of learning as well as help them build upon skills needed.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with youth and families as needed to address concerns. Staff will provide feedback to families as requested.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Attendance is the primary source of monitoring...to ensure that the programs are being used by as many youth in the community as possible.

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10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

This year we will be implementing parent/camper evaluations at the end of the season to ensure what we are doing is working, and it will allow us to make any necessary changes to our program to improve it

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NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY:
Village of Tarrytown
PROGRAM TITLE:
Tarrytown/Sleepy Hollow Summer Day Camp

LIFE AREA: (Enter Code)	2PEH		GOAL: (Enter Code)	21	
OBJECTIVE: (Enter Code)	211	SOS: (Enter Code)	0232	Performance Measures: (Enter Code)	
				How much:	0232A.1
				How well:	0232B.1
				Better off:	0232C.3

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)		MALE	108	FEMALE	83	
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	68	BLACK OR AFRICAN AMERICAN	32	HISPANIC OR LATINO	85
	AMERICAN INDIAN OR ALASKAN NATIVE				ASIAN	8
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER				TWO OR MORE RACES	
AGES	0-4		5-9	151	10-14	81
					15-17	
					18-20	
					21+	
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____						
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____						

IF APPLICABLE

OBJECTIVE: (Enter Code)		SOS: (Enter Code)		Performance Measures: (Enter Code)	
				How much:	
				How well:	
				Better off:	

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)		MALE		FEMALE	
ETHNICITY: (Enter number of participants per ethnic group)	WHITE		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO
	AMERICAN INDIAN OR ALASKAN NATIVE				ASIAN
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER				TWO OR MORE RACES
AGES	0-4		5-9		10-14
					15-17
					18-20
					21+
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)					
<input type="checkbox"/> No <input type="checkbox"/> Yes					
IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____					
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____					

SCHEDULE "B"
BUDGET

WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

January 1st - December 31st 2019	Contract #. "To Be Assigned"
Village of Tarrytown	Tarrytown/Sleepy Hollow Summer Day Camps

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Camp Director	Salary		7,500	
Tot Camp Director	16.00	hourly	3,558	
Day Camp Director	16.25	hourly	4,648	
Day Camp Counselors	varies	hourly	12,038	
Tot Camp Counselors	varies	hourly	7,358	
TOTAL SALARIES AND WAGES			35,700	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 35,700	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	
Out of Camp Trips				
Camp Entertainment & Supplies				
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT \$ 35,700

TOTAL WCYB FUNDS REQUESTED \$ 35,700

List Other Funding Sources	\$ 35,700	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

Approved

BP

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."

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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.