ORIG CORPORATION AGREEMENT

CORPORATION AGREEMENT

THIS AGREEMENT made this Z day Jone 2012 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 (the "County" and/or "Westchester")

and

EAST OF HUDSON WATERSHED CORPORATION, a not-for-profit local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, having an office and principal place of business at 2 Route 164, Patterson, New York 12563 (the "Corporation")

WHEREAS, the County has entered into an intermunicipal agreement (the "IMA") with the municipalities of Bedford, Cortlandt, Lewisboro, Mt. Kisco, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown (together the "Municipalities" and each a "Municipality," and also known as the "CKWIC Municipalities; and

WHEREAS, Westchester and the Municipalities are parties to the 1997 Watershed Memorandum of Agreement, along with the City of New York (the "City"), the State of New York (the "State"), the United States Environmental Protection Agency (the "USEPA"), the Catskill Watershed Corporation, the Coalition of Watershed Towns, Putnam County and certain other environmental parties (the "MOA"), noting that any reference to the MOA shall include the surviving clauses of that certain East of Hudson ("EOH") Water Quality Investment Program Contract (the "Program Contract") by and between the New York City Department of Environmental Protection ("NYCDEP") and the County, which was attached to the MOA; and

WHEREAS, the Municipalities caused the Corporation to be formed in order to assist them in complying with their obligations to implement the first five years of the regional stormwater retrofit plan (the "Stormwater Retrofit Plan") approved by the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, the purpose of the IMA was to distribute an amount not-to-exceed TEN MILLION (\$10,000,000) DOLLARS (the "EOH CKWIC Funds") in order to facilitate the administration, design, construction management, construction and operation and maintenance ("O&M") of certain eligible projects included in the Stormwater Retrofit Plan, as more fully set forth in Schedule "A," to the IMA; and

WHEREAS, pursuant to the IMA, the Municipalities expressly agreed and consented to this Agreement, including without limitation, 1.) payment of the EOH CKWIC Funds to the Corporation on behalf of the Municipalities; and 2.) transfer to the Corporation of the Municipalities obligations to the County under the IMA to administer, design, manage, construct and provide O&M for eligible projects (as defined in the IMA);

WHEREAS, pursuant to the IMA, County has received an executed letter agreement from NYCDEP (the "DEP Letter"), a copy of which is attached to the IMA and incorporated herein by reference; and

WHEREAS, pursuant to the DEP Letter, DEP agreed that the surviving clauses of the Program Contract were amended to permit transfer of the County's reporting obligations thereunder, including without limitation, pursuant to Section 4 - Right to Audit, to the Corporation for so long as it has control of the EOH CKWIC Funds.

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

I. RIGHTS AND RESPONSIBILITIES OF WESTCHESTER:

The County, acting by and through its Department of Planning ("Planning") will disburse the EOH CKWIC Funds within thirty (30) days following execution hereof, as well as execution of the IMA.

It is acknowledged and agreed that in no event is the County obligated to extend any additional funds beyond the foregoing, including without limitation, tax levy funds. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Corporation, any Municipality, and any of their respective contractor(s) or subcontractor(s) hereunder (the "Contractor(s)").

II. PROJECT APPROVAL AND FUNDING PROCEDURES

Pursuant to Section II of the IMA, the County shall, on behalf of the Municipalities, pay the full amount of the EOH CKWIC Funds to the Corporation. The Corporation agrees to comply with the terms of the IMA and MOA and in accordance with the guidance provided by the DEP Letter, each of the foregoing documents are deemed incorporated herein by reference, including without limitation, the requirement that the EOH CKWIC Funds be used solely for the purposes of funding eligible costs related to administration, design, construction management, construction and operation and maintenance ("O&M") of DEC approved projects included in the Stormwater Retrofit Plan, as more fully set forth in Schedule "A" to the MOA and as set forth in the Right of Objection letter issued pursuant to the MOA ("RoO") by the County on September 30, 2011, a copy of which is attached hereto and forms a part hereof as Schedule "A." The Corporation acknowledges and agrees to use EOH CKWIC Funds in a fiscally responsible and prudent manner solely to fund eligible costs incurred in connection with the administration, design, construction management, construction and O&M of the eligible projects identified in the Croton watershed regional Stormwater Retrofit Plan to meet certain MS4 permit requirements, as approved by DEC. Pursuant to the terms of the RoO and Schedule "A" additional projects may be added provided they qualify as BMPs (defined below), and further provided that such additional project(s) are added properly to the Plan. Pursuant to the terms of the RoO, such additional project(s) shall be deemed added to Schedule "A" when the County Commissioner of Planning is provided with a list of such projects, as well as a copy of the DEC approval letter.

The Corporation acknowledges and agrees that the MOA, including the below provisions, as well as the guidance provided in the DEP Letter, is controlling with respect to determining project eligibility:

Section 140(b)(v) of the MOA lists "Stormwater Best Management Practices ("BPMs") at existing concentrated areas of impervious surfaces to the extent such BMPs are necessary to correct or reduce existing erosion and/or pollutant loadings" as eligible expenses for the EOH CKWIC funds.

Section 140(b)(x) of the MOA lists "administrative costs and expenses reasonably allocable to the designing, planning, environmental assessment, permitting, acquisition, financing, constructing, and installing of any Eligible Project" ("Administrative Expenses") as eligible expenses for the EOH CKWIC funds.

Section 140(c)(iii) of the MOA lists "operation and maintenance costs directly related to or resulting from [an eligible] project" as eligible expenses for earnings on the EOH CKWIC funds.

It is acknowledged that the DEP Letter shall serve to further clarify eligible Administrative Expenses.

The Corporation acknowledges and agrees that, to the extent necessary, eligible Administrative Expenses will be apportioned on a pro rata basis between Westchester and Putnam Counties projects. Such apportionment shall be in conformity with that certain agreement by and between the Corporation and Putnam County.

No costs may be funded for a project which does not meet the Schedule "A" criteria, noting that such projects would require compliance with the RoO procedures set forth in Section 107 of the MOA, as well as approval of the County Board of Legislators.

III. REPRESENTATIONS, WARRANTIES AND GUARANTEES OF THE CORPORATION:

The Corporation expressly represents warrants and guarantees that:

(a) it is a not-for-profit local development corporation duly organized, validly existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York; the execution and performance of this Agreement by the Corporation has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Corporation when so delivered, will constitute, the legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms; and the Corporation will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required by the Corporation will be delivered by the county to be delivered by the Corporation;

(b) the person signing this Agreement on behalf of the Corporation has full authority to bind the Corporation to all of the terms and conditions of this Agreement pursuant to the authority granted by the Corporation's governing body, as noted above;

(c) it is financially and technically qualified to perform its obligations hereunder, including without limitation, implementation of the projects;

(d) it has received a fully executed copy of the MOA, IMA, and DEP Letter and is familiar with and will comply with said agreements, as well as all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement; and

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

(f) prior to construction or funding hereunder every project set forth pursuant to Schedule "A" has or will have received the approval of the DEC.

The Corporation acknowledges the County is acting in reliance on the above statements.

IV. RIGHTS AND RESPONSIBILITIES OF THE CORPORATION:

A. In connection with implementation of any project hereunder, the Corporation hereby acknowledges and agrees that:

(a) it will undertake the County's obligations under the IMA and MOA, including without limitation the surviving clauses of the Program Contract, with respect to the EOH CKWIC Funds, including without limitation to report the expenditure of any EOH CKWIC Funds to the NYCDEP in accordance with the requirements of the MOA. In furtherance thereof, the Corporation will maintain accurate and complete records detailing the expenditure of all funds provided hereunder. The Corporation agrees to provide NYCDEP with a detailed annual report accounting for disbursement of all EOH CKWIC Funds, during the prior fiscal year. Said annual report, in addition to detailing disbursements, shall identify the applicable eligible project and location funded. Said annual report, which shall be provided to NYCDEP, with a copy to

the County, no later than three (3) months following the end of the prior fiscal year, should be in a form acceptable to NYCDEP, currently anticipated to be in a manner substantially similar to the form of reporting spreadsheet attached hereto and forming a part hereof as Schedule "B," noting that the numbers included in the annexed spreadsheet are for illustrative purposes only, and do not correspond to actual projects or expenditures. The Corporation shall provide such other information as NYCDEP and/or the County may request. All receipts and disbursements of funds hereunder together with earnings thereon, if any, are subject to audit by the City, State and/or County. The Corporation agrees to comply with any such audit; and

(b) it will undertake all rights and responsibilities of the Municipalities pursuant to the IMA, including without limitation use of the EOH CKWIC Funds in accordance with the MOA and the terms of the DEP Letter.

B. The Corporation hereby acknowledges and agrees that, in the event it is unable to expend all of the EOH CKWIC Funds prior to termination hereof, all such unexpended monies, included interest earned thereon, shall be remitted to the County, within thirty (30) days of receipt of a written request from the County. The Corporation further acknowledges and agrees that should funds be received, whether by the Corporation or a Municipality, from another source for any project cost reimbursed hereunder, such duplicate funds must be used for other eligible project(s) costs not funded hereunder or returned.

C. The Corporation shall maintain copies of all invoices and other such information which details the services performed and expenditures made for a period of seven (7) years following completion of each project.

In addition to and not in limitation of the foregoing, the Corporation, in full compliance with Section 107(e) of the MOA, agrees that it shall create and maintain at its principal office a repository of information regarding each project undertaken, as may be necessary for a fair public assessment of the project. The Corporation shall ensure that the public, NYCDEP and the County shall have the right to inspect and audit said repository until one year following project completion.

D. The Corporation shall be responsible for compliance with all applicable requirements of the IMA, the MOA, Federal, State and local laws, regulations and ordinances, including without limitation, those related to construction of a project, and shall procure and maintain, in full force and effect for the term of this Agreement, all applicable permits, licenses and approvals from all governmental authorities having jurisdiction required for the lawful performance of its obligations hereunder.

F. In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof, the Corporation hereby acknowledges and agrees:

(a) that it shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss

arising directly or indirectly out of this Agreement (and/or the IMA), including without limitation, implementation of any project, whether by any Municipality or the Corporation, and of the acts or omissions hereunder by any Municipality or the Corporation or third parties under the direction or control of any Municipality or the Corporation; 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/or the IMA), including without limitation, implementation of any project, whether by the Municipality or the Corporation, and to bear all other costs and expenses related thereto.

G. The Corporation hereby acknowledges and agrees that it shall defend and indemnify the County for any environmental damages arising out of or in any way connected with this Agreement (and/or the IMA), including without limitation, construction of any project, which environmental damages shall include, without limitation, all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense if any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of Hazardous Waste, as that term is defined in 6 NYCRR Part 371, upon, beneath, or about the site of the project(s) or migrating or threatening to migrate to or from the site of the project(s), or any violation of applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, regardless of when any such environmental damages arose.

F. Promptly upon receipt of EOH CKWIC Funds by the Corporation, the Corporation shall place such funds in a separate dedicated account, bearing interest at market rates, in a bank located and authorized to do business in New York State. Any EOH CKWIC Funds invested by the Corporation shall be invested in a manner consistent with the State Comptroller's guidelines for municipalities.

All of the provisions of this Section IV shall survive the expiration or other termination of this Agreement.

V. TERM:

This Agreement shall commence upon execution (the "Commencement Date") and terminate upon full expenditure of the EOH CKWIC Funds and full compliance with the reporting requirements and records retention requirements herein, unless terminated sooner in accordance with the provisions hereof. No project commenced prior to January 1, 2011 shall receive financing hereunder.

In the event the County determines that there has been a breach by the Corporation of any of the terms of this Agreement, including without limitation, use of the EOH CKWIC Funds for ineligible costs or failure to submit required reports regarding expenditure of such funds, 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. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

Upon receipt of notice that the County is terminating this Agreement, the Corporation shall deliver all records and funds as directed by the County. It is expressly agreed and acknowledged that NYCDEP may enforce the County rights hereunder.

Any monies paid to the County pursuant hereto shall be returned to the EOH IMA trust account established by Act No. 186- 2011 or returned to the EOH WQIP Fund as may be appropriate.

VI. MISCELLANEOUS:

- 1. It is acknowledged and agreed that any terms defined in the above "Whereas Clauses" are incorporated by reference into the body of this Agreement.
- 2. Any term used herein and not defined shall have the meaning as set forth in the IMA.
- 3. Except as expressly set forth, nothing herein is intended or shall be construed to confer upon or give any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement. Notwithstanding the foregoing, it is expressly acknowledged and agreed that the NYCDEP is an express third party beneficiary hereunder.
- 4. All notices of any nature referred to in this Corporation Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified

mail, postage pre-paid), as 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. Notices shall be sent to all of the following:

To the County: County Executive Michaelian Office Building – 9th floor 148 Martine Avenue White Plains, New York 10601

with a copy to: County Attorney Michaelian Office Building – 6th floor 148 Martine Avenue White Plains, New York 10601

To the Corporation: East Of Hudson Watershed Corporation Attn: Office of the President 2 Route 164 Patterson, New York 12563

with a copy to: George A. Rodenhausen, Esq. Rapport Meyers LLP 20 Spring Brook Park Rhinebeck, NY 12572

To NYCDEP: New York City Department of Environmental Protection Watershed Lands and Community Planning 465 Columbus Avenue, Suite 270 Valhalla, New York 10595 Attn: EOH Community Planning

with a copy to: New York City Department of Environmental Protection Bureau of Legal Affairs 59-17 Junction Boulevard Corona, New York 11368 Attn: General Counsel

5. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By:_____ Name: Title:

EAST OF HUDSON WATERSHED CORPORATION

By May Bith Morning Name: MARY BETH MORPHY Title: President

Authorized and approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 26th day of January 2012.

Approved as to form and manner of execution

Associate County Attorney The County of Westchester

ACKNOWLEDGEMENT

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the 7 day of June_ 2012 before me, the undersigned, personally appeared <u>Mary Beth Horse</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public, Westchester County

PATRICIA KALBA Notary Public, State of New York No. 01KA6080158 Qualified in Westchester County My Commission Expires Sept. 9, 20<u>.14</u>

CERTIFICATE OF AUTHORITY

I, David P. Kelly, certify that I am the Scretary of the East of Hudson Watershed Corporation (the "Corporation"), a not-for-profit local development corporation duly organized and in good standing under the Not-For-Profit Corporation Law named in the foregoing agreement; that Mary Beth Murphy, who signed said agreement on behalf of the Corporation was, at the time of execution the President of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

David P. Kelly

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

On the _______ day of May-in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared David P. Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

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Notary Public

CATHERINE GIORDANO Notary Public, State of New York No. 01GI6123038 Qualified in Dutchess County Term Expires Feb. 28, 2013 IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By:__ word Name: Burson Title:

EAST OF HUDSON WATERSHED CORPORATION

By _____ Name: Title:

Authorized and approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 26th day of January 2012.

Approved as to form and manner of execution

Associate County Attorney The County of Westchester

ACKNOWLEDGEMENT

STATE OF NEW YORK

SS.:

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COUNTY OF WESTCHESTER)

On the 8 day of June 2012 before me, the undersigned, personally appeared <u>Edward Burosci</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

MARK D. MASSARI Notary Public, State of New York No. 01MA6100785 Qualified in Westchester County **Commission Expires**

SCHEDULE "A"

Right of Object Letter, including Schedule "A" thereto

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[attached hereto]

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Robert P. Astorino County Executive

Department of Planning Edward Buroughs, AICP Commissioner

September 30, 2011

NOTICE TO CERTAIN PARTIES TO THE NEW YORK CITY WATERSHED MEMORANDUM OF AGREEMENT (EAST OF HUDSON)

Re: Notice of Preliminary Decision for Use of East of Hudson Water Quality Investment Funds for the Implementation of Stormwater Retrofit Projects for the Towns of Bedford, Cortlandt, Lewisboro, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown and the Village of Mt. Kisco.

Ladies and Gentlemen:

Pursuant to Paragraph 107(f) of the New York City Watershed Memorandum of Agreement of January 21, 1997 ("MOA"), Westchester County hereby notifies you of its preliminary decision to fund and implement the projects set forth in Schedule "A" hereto (the "Projects") using East of Hudson Water Quality Investment Program Fund ("EOHWQIP") earnings pursuant to Paragraph 140 of the MOA. Pursuant to the provisions of Paragraph 107(f), you have fifteen (15) days from the date of mailing of this notice to object to this preliminary decision, or to petition the decisionmaker for an additional fifteen (15) day period to raise an objection.

An objection must be in writing, set forth the grounds for the objection, and be sent by regular mail (concurrent with the execution of an affidavit of service) to the County of Westchester, the Watershed Protection and Partnership Council ("WPPC") Executive Committee, project sponsor and all parties entitled to object. Objections or petitions should be addressed to Edward Buroughs, AICP, Commissioner of Planning, 432 Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601. The names and addresses of the parties entitled to object are on the attached distribution list. Mailings to the Executive Committee should be addressed to William C. Harding, Executive Director, WPPC, NYS Department of State, 2 John Walsh Boulevard, Peekskill, New York 10566.

Project Description

The twelve (12) Westchester municipalities with land area in the New York City Watershed have jointly entered an intermunicipal agreement, dated May 27, 2008, to create the Croton/Kensico Watershed Intermunicipal Coalition ("CKWIC") with the intent to cooperate on achieving their shared goal of meeting the requirements of USEPA Phase II Federal Stormwater Regulations which requires regulated small municipal separate storm sewer systems ("MS4s") to obtain a New York State Department of

Page 2 of 4 Notice of Preliminary Decision to Utilize EOHWQIP Funds September 30, 2011

Environmental Conservation ("NYSDEC") State Pollutant Discharge Elimination System ("SPDES") permit for stormwater discharges. The ten (10) Towns/Village (defined below) in the Croton watershed proposed a regional stormwater retrofit plan (the "Plan") to meet certain MS4 permit requirements and NYSDEC has approved the plan. The Towns/Village have requested the use of \$10 million in EOH WQIP funds to assist in implementation of the Plan. The County is proposing to enter into a five-year intermunicipal agreement (the "IMA") with the towns of Bedford, Cortlandt, Lewisboro, New Castle, North Castle, North Salem, Pound Ridge, Somers, Yorktown and the village of Mount Kisco (the "Towns/Village") for the purpose of disbursing the requested funds to finance the Projects. The Towns/Village are currently in the process of forming an independent locally-based and locally administered not-for-profit corporation, to be organized under Section 1411 of the New York State Not-For-Profit-Corporation Law, or some comparable legal entity, for the purpose of administering, organizing, implementing and maintaining projects to achieve compliance with the retrofit requirements of NYSDEC's MS4 SPDES General Permit No. GP-0-10-002, anticipated to be known as the East of Hudson Watershed Corporation (the "Corporation"). Following its creation, the rights and responsibilities of the municipalities under the IMA may be assigned to the Corporation.

The Towns/Village will utilize the \$10 million in EOH fund earnings, along with any additional grants or other sources of funding, to fund overall program administration costs and eligible costs incurred by each municipality in connection with the administration, design, construction management, construction and operation and maintenance of the eligible Projects identified in the Plan and set forth in Schedule "A". In addition to the Projects identified in Schedule "A," any additional project or projects ("Additional Project(s)"), which qualify as BPMs (defined below), shall be deemed incorporated into Schedule "A" by reference, provided that such Additional Project(s) are added to the Plan and approved by NYSDEC. Such Additional Project(s) shall be deemed added to Schedule "A" when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Plan, as well as a copy of the NYSDEC approval letter. It is acknowledged that no further approval shall be sought or required for any such Additional Project(s).

Section 140(b)(v) of the MOA lists "Stormwater Best Management Practices ("BPMs") at existing concentrated areas of impervious surfaces to the extent such BMPs are necessary to correct or reduce existing erosion and/or pollutant loadings" as eligible expenses for the EOH WQIP funds.

Section 140(b)(x) of the MOA lists "administrative costs and expenses reasonably allocable to the designing, planning, environmental assessment, permitting, acquisition, financing, constructing, and installing of any Eligible Project" as eligible expenses for the EOH WQIP funds.

Section 140(c)(iii) of the MOA lists "operation and maintenance costs directly related to or resulting from [an eligible] project" as eligible expenses for earnings on the EOH WQIP funds.

Repository

A repository of information on the Projects is available for all parties to review during business hours at the Westchester County Department of Planning, Room 432 Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601. Page 3 of 4 Notice of Preliminary Decision to Utilize EOHWQIP Funds September 30, 2011

Authorizing Resolution

The Northern Westchester Watershed Committee ("NWWC") approved a resolution requesting that the Westchester County Board of Legislators approve an allocation from the EOH WQIP Fund for the project listed above at their June 2, 2011 meeting.

Legislation will be presented to the Westchester County Board of Legislators seeking approval of the IMA and disbursement of EOH WQIP funds in an amount not to exceed \$10 million to the Towns/Village for the Projects.

Sincerely,

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Edward Buroughs, AICP, Commissioner Westchester County Department of Planning

EEB/tsc

ec: George Oros Joseph Kenner Robert F. Meehan, Esq. Tina Seckerson Gina D'Agrosa Tracey Corbitt

Project Names/Descriptions

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1. Stormwater Implementation Grant Match

2. MS4 Retrofit Projects (subject to NYSDEC final approval)

			Cost to
Retrofit ID	Municipality	Proposed Treatment Option	Implement
B-CR-05C	Bedford	Extended Detention	\$350,000
B-MU-01	Bedford	Created Wetland	\$350,000
B-MU-02	Bedford	Extended Detention	\$350,000
B-MU-03	Bedford	Infiltration	\$350,000
B-MU-04A	Bedford	Stabilization (Channel)	\$25,000
B-MU-04B	Bedford	Filtering Practice	\$125,000
B-MU-05A	Bedford	Bioretention	\$125,000
B-MU-05B	Bedford	Swale	\$350,000
B-MU-07	Bedford	Additional Storage	\$350,000
B-MU-09	Bedford	Swale	\$350,000
B-MU-10 '	Bedford	Extended Detention	\$125,000
B-MU-11	Bedford	Swale	\$125,000
B-MU-12	Bedford	Infiltration	\$350,000
B-MU-13	Bedford	Swale	\$350,000
B-MU-14	Bedford	Extended Detention, Vegetation	\$125,000
B-MU-15	Bedford	Swale	\$125,000
B-MU-16	Bedford	Swale	\$350,000
B-MU-17	Bedford	Extended Detention	\$350,000
B-MU-19	Bedford	Infiltration	\$350,000
B-MU-20	Bedford	Wet Pond	\$125,000
B-MU-21	Bedford	Hydrodynamic Separator, Infiltration Trench	\$125,000
B-MU-22	Bedford	Hydrodynamic Separator	\$25,000
B-NCR-06A	Bedford	Extended Detention	\$125,000
B-NCR-06B	Bedford	Extended Detention	\$125,000
B-NCR-18	Bedford	Extended Detention	\$125,000
C-NC-01	Cortlandt	Bioretention Stabilization	\$125,000
C-NC-01A	Cortlandt	Stabilization	\$25,000
C-NC-02	Cortlandt	Extended Detention Wet Pond	\$125,000
C-NC-02A	Cortlandt	Bioretention Swale	\$25,000
C-NC-02B	Cortlandt	Bioretention	\$125,000
C-NC-03	Cortlandt	Bioretention	\$125,000
C-NC-04	Cortlandt	Bioretention Swale	\$125,000
L-CR-09A	Lewisboro	Additional Storage	\$350,000
L-CR-09B	Lewisboro	ED Wetland	\$350,000
L-CR-09C	Lewisboro	Extended Detention	\$350,000
L-CR-10A	Lewisboro	Extended Detention	\$350,000
L-CR-10B	Lewisboro	Extended Detention	\$350,000
L-CR-11A	Lewisboro	Additional Storage	\$125,000
L-CR-11B	Lewisboro	Dry Swale	\$125,000

EOH Fund \$250,000 \$9,750,000

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Estimated

L-CR-11C	Lewisboro	RSC	\$350,000
L-CR-11D	Lewisboro	Infiltration	\$125,000
L-CR-11E	Lewisboro	Dry Swale	\$125,000
L-CR-12	Lewisboro	Infiltration	\$350,000
L-CR-13	Lewisboro	Pocket Pond	\$125,000
L-CR-14	Lewisboro	Infiltration	\$125,000
L-CR-16	Lewisboro	Detention Basin, Channel Stabilization	\$25,000
L-CR-17	Lewisboro	Channel Stabilization	\$25,000
L-CR-25	Lewisboro	Forebay	\$125,000
L-MU-01A	Lewisboro	Infiltration	\$350,000
L-MU-01B	Lewisboro	Dry Swale	\$125,000
L-MU-04A	Lewisboro	Pocket Pond	\$350,000
L-MU-05A	Lewisboro	Infiltration	\$350,000
L-MU-05B	Lewisboro	Dry Swale	\$125,000
L-MU-06	Lewisboro	Pond and Dry Swale	\$350,000
L-MU-07A	Lewisboro	Wet Pond	\$350,000
L-MU-07B	Lewisboro	Wet Pond	\$350,000
L-MU-08	Lewisboro	Additional Storage	\$350,000
L-MU-19	Lewisboro	Vegetative buffer	\$25,000
MK-NC-01	Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-02 MK-NC-03	Mount Kisco Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-03 MK-NC-04	Mount Kisco	Filtering Practice Must Be Under Pavement Filtering Practice Must Be Under Pavement	\$750,000 \$750,000
MK-NC-04 MK-NC-05	Mount Kisco	Wet Pond Created Wetland Bioretention	\$125,000
MK-NC-06	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-07	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-09	Mount Kisco	Replace Culvert Install Sluice Gate	\$125,000
MK-NC-10	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-11	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-12	Mount Kisco	Bioretention Filtering Practice Swale	\$350,000
MK-NC-13A	Mount Kisco	Infiltration Rooftop Disconnect	\$125,000
MK-NC-13B	Mount Kisco	Bioretention	\$125,000
MK-NC-14	Mount Kisco	Bioretention	\$350,000
MK-NC-16	Mount Kisco	Bioretention	\$350,000
MK-NC-17	Mount Kisco	Removal of Impervious Surface	\$25,000
MK-NC-20	Mount Kisco	Wet Pond Bioretention Stabilization	\$125,000
MK-NC-21	Mount Kisco	Bioretention	\$125,000
MK-NC-22	Mount Kisco	Bioretention	\$350,000
MK-NC-25	Mount Kisco	Filtering Practice	\$750,000
MK-NC-26	Mount Kisco	Wet Pond	\$125,000
MK-NC-27	Mount Kisco	Bioretention	\$125,000
MK-NC-28	Mount Kisco	Stabilization	\$25,000
MK-NC-29	Mount Kisco	Wet Pond	\$125,000
NewC-NCR-01	New Castle	Forebay	\$125,000
NewC-NCR-02	New Castle	Extended Detention	\$125,000
NewC-NCR-03	New Castle	Extended Detention	\$350,000
NewC-NCR-04A	New Castle	Wet Pond	\$350,000

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NewC-NCR-04B	New Castle	Extended Detention	\$350,000
NewC-NCR-05	New Castle	Extended Detention	\$125,000
NewC-NCR-06	New Castle	Wet Pond	\$350,000
NewC-NCR-07	New Castle	Extended Detention	\$125,000
NewC-NCR-08	New Castle	Forebay	\$125,000
NewC-NCR-09	New Castle	Extended Detention	\$350,000
NewC-NCR-10	New Castle	Extended Detention	\$125,000
NewC-NCR-11A	New Castle	Extended Detention	\$350,000
NewC-NCR-11B	New Castle	Filtering Practice	\$350,000
NewC-NCR-11C	New Castle	Extended Detention	\$350,000
NewC-NCR-12A	New Castle	Wet Pond	\$750,000
NewC-NCR-12B	New Castle	Infiltration	\$125,000
NewC-NCR-12C	New Castle	Infiltration	\$125,000
NewC-NCR-13	New Castle	Infiltration	\$350,000
NewC-NCR-14	New Castle	Pocket Pond	\$350,000
NewC-NCR-15	New Castle	Infiltration	\$350,000
NewC-NCR-16A	New Castle	Extended Detention	\$125,000
NewC-NCR-16B	New Castle	Infiltration	\$25,000
NewC-NCR-17C	New Castle	Wet Pond	\$350,000
NewC-NCR-18	New Castle	Infiltration	\$125,000
NewC-NCR-19A	New Castle	Wet Pond	\$750,000
NewC-NCR-20A	New Castle	Extended Detention	\$350,000
NewC-NCR-21	New Castle	Bioretention	\$125,000
NewC-NCR-29	New Castle	Dry Swale	\$125,000
NewC-NCR-30	New Castle	Dry Swale	\$125,000
NewC-NCR-32	New Castle	Road Stabilization	\$125,000
NorC-NCR-001	North Castle	Extended Detention	\$350,000
NorC-NCR-002	North Castle	Wet Pond	\$125,000
NorC-NCR-003	North Castle	Wet Pond	\$350,000
NS-MU-01A	North Salem	Extended Detention	\$350,000
NS-MU-01B	North Salem	Infiltration	\$125,000
NS-MU-01C	North Salem	Bioretention	\$125,000
NS-MU-02A	North Salem	Extended Detention	\$125,000
NS-MU-02B	North Salem	Extended Detention	\$350,000
NS-MU-04	North Salem	Wet Pond	\$350,000
NS-MU-05	North Salem	Wet Pond	\$350,000
NS-MU-08	North Salem	Infiltration, Stabilization	\$125,000
NS-MU-09	North Salem	Stabilization	\$350,000
NS-MU-10	North Salem	Extended Detention	\$350,000
NS-MU-11	North Salem	Extended Detention	\$350,000
NS-MU-12	North Salem	Extended Detention	\$350,000
NS-MU-13	North Salem	Extended Detention	\$350,000
NS-MU-14	North Salem	Channel Stabilization	\$25,000
NS-T-03A	North Salem	Extended Detention	\$125,000
NS-T-03B	North Salem	Extended Detention	\$125,000
NS-T-15	North Salem	Channel Stabilization	\$125,000
PR-CR-10	Pound Ridge	Roof Disconnect	\$25,000

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PR-CR-8	Pound Ridge	Bioretention	\$350,000
PR-CR-9	Pound Ridge	Bioretention	\$125,000
PR-MU-1	Pound Ridge	Bioretention	\$125,000
PR-MU-10	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-11	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-2	Pound Ridge	Stabilization	\$25,000
PR-MU-3	Pound Ridge	Bioretention	\$125,000
PR-MU-4	Pound Ridge	Infiltration	\$125,000
PR-MU-7	Pound Ridge	Bioretention	\$125,000
S-AM-05	Somers	Created wetland	\$350,000
S-AM-06	Somers	Extended detention/wet pond	\$125,000
S-AM-07	Somers	Bioretention	\$125,000
S-AM-08	Somers	Wet pond	\$125,000
S-AM-21	Somers	Bioretention	\$125,000
S-MU-01	Somers	Infiltration	\$125,000
S-MU-03a	Somers	Water Quality Recharge & Channel Protection	\$350,000
S-MU-03b	Somers	Water Quality Recharge & Channel Protection	\$750,000
S-MU-04	Somers	Extended detention	\$125,000
S-MU-09A	Somers	Infiltration	\$125,000
S-MU-09B	Somers	Infiltration	\$125,000
S-MU-09C	Somers	Bioretention	\$125,000
S-MU-09D	Somers	Bioretention	\$125,000
S-MU-09E	Somers	Infiltration	\$125,000
S-MU-10	Somers	Wet pond	\$125,000
S-MU-11	Somers	Wet pond	\$125,000
S-MU-14	Somers	Wet pond	\$350,000
S-MU-15	Somers	Created wetland	\$350,000
S-MU-16	Somers	Infiltration	\$350,000
S-MU-17	Somers	Bioretention	\$125,000
S-MU-18	Somers	Bioretention	\$125,000
S-MU-19A	Somers	Created wetland	\$125,000
S-MU-19B	Somers	Bioretention and Wet ponds	\$750,000
S-MU-20	Somers	Created wetland	\$125,000
S-MU-22	Somers	Bioretention	\$350,000
S-MU-23	Somers	Stabilization (Channel)	\$125,000
S-MU-24	Somers	Created wetland	\$350,000
S-MU-25	Somers	Stabilization (Channel)	\$350,000
S-MU-26	Somers	Sediment Trap	\$125,000
S-MU-28	Somers	Stabilization	\$125,000
S-MU-30	Somers	Stabilization	\$125,000
Y-MU-01A	Yorktown	Swale	\$350,000
Y-MU-01B	Yorktown	Extended Detention	\$125,000
Y-MU-01C	Yorktown	Extended Detention	\$350,000
Y-MU-03	Yorktown	Swale	\$125,000
Y-MU-04	Yorktown	Extended Detention	\$125,000
Y-MU-06	Yorktown	Wet Pond	\$750,000
Y-MU-07	Yorktown	Swale	\$125,000

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Y-MU-08	Yorktown	Swale	\$125,000
Y-MU-09	Yorktown	Infiltration	\$750,000
Y-MU-10	Yorktown	Swale	\$125,000
Y-MU-11A	Yorktown	Extended Detention/Reforestation	\$750,000
Y-MU-11B	Yorktown	Bioretention	\$125,000
Y-MU-11C	Yorktown	Bioretention	\$125,000
Y-MU-11E	Yorktown	Wet Pond	\$350,000
Y-MU-11F	Yorktown	Swale	\$125,000
Y-MU-11G	Yorktown	Grass Channel	\$25,000
Y-MU-12	Yorktown	Swale	\$125,000
Y-MU-13	Yorktown	Swale	\$125,000
Y-MU-14	Yorktown	Extended Detention	\$350,000
Y-MU-15	Yorktown	Extended Detention	\$125,000
Y-MU-17A	Yorktown	Bioretention	\$125,000
Y-MU-17B	Yorktown	Bioretention	\$25,000
Y-MU-18	Yorktown	Swale	\$125,000
Y-MU-19	Yorktown	Wet Pond	\$350,000
Y-MU-20	Yorktown	Bioretention	\$125,000
Y-MU-24	Yorktown	Extended Detention	\$750,000
Y-MU-25	Yorktown	Swale	\$125,000
Y-NCR-16	Yorktown	Extended Detention	\$350,000
Y-NCR-22	Yorktown	Wet Pond	\$350,000
Y-NCR-23	Yorktown	Swale	\$125,000

In addition to the above listed projects, any additional project or projects ("Additional Project(s)"), which qualify as a Stormwater Best Management Practices in accordance with Section 140(b)(v) of the MOA, shall be deemed incorporated into this Schedule A by reference, provided that such Additional Project(s) are added to the Regional Stormwater Retrofit Plan (the "Plan") and approved by NYSDEC. Such Additional Project(s) shall be deemed added to this Schedule A when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Plan, as well as a copy of the DEC approval. It is acknowledged that no further approval shall be sought or required for any such Additional Project(s).

All Projects set forth in Schedule A shall include project administrative costs as may be reasonably allocable to the project, pursuant to Section 140 (b)(x) of the MOA, and operation and maintenance costs ("O&M") directly related to or resulting from the project as set forth in Section 140 (c)(iii). Lastly it is acknowledged that the amounts listed herein are estimates subject to change.

EOH FUND TOTAL

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SCHEDULE "B"

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Form of

NYCDEP's Reporting Spreadsheet

[attached hereto]

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SCHEDULE "C"

STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Corporation from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Corporation 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 Corporation until such time as the Corporation shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Corporation 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 NYS form CE-200, available to download at: <u>www.wcb.state.ny.us</u> (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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.

(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.

(e) Corporation's Professional Liability. The Corporation shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Corporation 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 Corporation.

THIS INTERMUNICIPAL AGREEMENT, dated

JUNE 7th

by and among,

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 ("Westchester" and/or the "County") and

THE TOWN OF BEDFORD, a municipal corporation of the State of New York, having an office and place of business at the Town House, 321 Bedford Road, Bedford Hills, New York 10507-1398 ("Bedford"), and

THE TOWN OF CORTLANDT, a municipal corporation of the State of New York, having an office and place of business at the 1 Heady Street, Cortlandt Manor, New York 10567-1244 ("Cortlandt"), and

THE TOWN OF LEWISBORO, a municipal corporation of the State of New York, having an office and place of business at the 11 Main Street, Lewisboro, New York 10590 ("Lewisboro"), and

THE VILLAGE OF MOUNT KISCO, a municipal corporation of the State of New York, having an office and place of business at the 104 Main Street, Mount Kisco, New York 10549-0150 ("Mt. Kisco"), and

THE TOWN OF NEW CASTLE, a municipal corporation of the State of New York, having an office and place of business at the Town Hall, 200 South Greeley Avenue, Chappaqua, New York 10514 ("New Castle"), and

THE TOWN OF NORTH CASTLE, a municipal corporation of the State of New York, having an office and place of business at the 15 Bedford Road, Armonk, New York 10504 ("North Castle"), and

THE TOWN OF NORTH SALEM, a municipal corporation of the State of New York, having an office and place of business at the Town Center, 266 Titicus Road, Route 116, North Salem, New York 10560 ("North Salem"), and

THE TOWN OF POUND RIDGE, a municipal corporation of the State of New York, having an office and place of business at the Town House, 179 Westchester Avenue, Pound Ridge, New York 10576-1743 ("Pound Ridge"), and

THE TOWN OF SOMERS, a municipal corporation of the State of New York, having an office and place of business at the Town House, 335 Route 202, Somers, New York 10589-0284 ("Somers"), and

THE TOWN OF YORKTOWN, a municipal corporation of the State of New York, having an office and place of business at the Town Hall, 363 Underhill Avenue, P.O. Box 703, Yorktown Heights, New York 10598 ("Yorktown" together with Bedford, Cortlandt, Lewisboro, Mt. Kisco, New Castle, North Castle, North Salem, Pound Ridge and Somers, the "Municipalities" and each a "Municipality").

WITNESSETH:

WHEREAS, Westchester and the Municipalities are parties to the 1997 Watershed Memorandum of Agreement, including as an attachment thereto the East of Hudson ("EOH") Water Quality Investment Program Contract (the "Program Contract") by and between the New York City Department of Environmental Protection ("NYCDEP") and the County, (together the "MOA"), along with the City of New York (the "City"), the State of New York (the "State"), the United States Environmental Protection Agency (the "USEPA"), the Catskill Watershed Corporation, the Coalition of Watershed Towns and certain other environmental parties; and

WHEREAS, pursuant to the MOA, the City paid Westchester THIRTY-EIGHT MILLION (\$38,000,000.00) DOLLARS to create a fund, known as the East of Hudson Water Quality Investment Program Fund, which now includes earnings thereon (the "EOH WQIP Fund"), to support a program of water quality investments east of the Hudson River in order to protect New York City's drinking water supply; and

WHEREAS, pursuant to the MOA, including without limitation the surviving clauses of the Program Contract, the EOH WQIP Fund monies may be distributed by the County for specified water quality improvement projects as enumerated therein and/or as NYCDEP may authorize (each an "Eligible Project"); and

WHEREAS, the land area of the Municipalities is located wholly or partially within the Croton and/or Kensico Watersheds; and

WHEREAS, the Municipalities (also known as the "CKWIC Municipalities") entered into an intermunicipal agreement dated May 27, 2008 (the "CKWIC IMA"); and

WHEREAS, pursuant to the CKWIC IMA the Municipalities agree to, among other things, cooperate on achieving their shared goal of meeting their heightened permit requirements under USEPA Phase II Federal Stormwater Regulations which requires regulated small municipal separate storm sewer systems ("MS4s") to obtain coverage under the New York State Department of Environmental Conservation ("NYSDEC") State Pollutant Discharge Elimination System ("SPDES") permit for stormwater discharges from MS4s; and

WHEREAS, pursuant to the CKWIC IMA, it is anticipated that the Projects (as defined below) will be undertaken in cooperation by the Municipalities, with Somers designated as the lead municipality to accept and administer certain grant funds; and

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WHEREAS, the Municipalities have requested that the County provide them with EOH CKWIC Funds (as defined in Section I. below) from the EOH WQIP Fund to be utilized in order to fund eligible costs associated with the administration, design, construction management, construction and operation and maintenance ("O&M") of the Projects; and

WHEREAS, the Municipalities have formed the East of Hudson Watershed Corporation ("Corporation"), an independent locally-based and locally administered not-for-profit local development corporation, organized under Section 1411 of the New York State Not-For-Profit-Corporation Law, for the purpose of administering, organizing, implementing and maintaining projects to achieve compliance with the retrofit requirements of NYSDEC's Municipal Separate Storm Sewer Systems ("MS4") SPDES General Permit No. GP-0-10-002; and

WHEREAS, the Municipalities have requested that, as an accommodation, the County permit the Corporation to fulfill the responsibilities of the Municipalities hereunder; and

WHEREAS, Somers on behalf of CKWIC has received a grant (the "Stormwater Implementation Grant") from the NYSDEC of \$250,000 for Implementation of the Regional Stormwater Retrofit Program; and

WHEREAS, Somers has requested that a portion of the EOH CKWIC Funds be allocated as the required 50% match contribution as required by the Grant; and

WHEREAS, the Municipalities have conducted a suitable review of the Projects and represent that each Project constitutes an Eligible Project under the MOA and the Right of Objection process has been completed by the County as set forth below; and

WHEREAS, the Northern Westchester Watershed Committee ("NWWC"), which is comprised of the County, the Town of Mount Pleasant, the Town of Harrison, and the Municipalities, has recommended the Municipalities request to use EOH CKWIC Funds to finance stormwater retrofit projects listed in Schedule "A" by resolution dated June 2, 2011; and

WHEREAS, in order to properly spend monies from the EOH WQIP Fund, Westchester and the Municipalities must comply with the procedures as set forth in the MOA and all federal, state and local laws, rules and regulations, including the Laws of Westchester County. This includes, among other things, compliance with the right of objection procedures specified in paragraph 107(c) of the MOA, which require that Westchester notify a designated group, consisting of EOH parties to the MOA, State agencies, and environmental organizations, of its

intention to use a portion of the EOH WQIP Fund, and requires that Westchester consider any comments or objections raised by those parties before it proceeds to spend the EOH WQIP Fund monies; and

WHEREAS, the Westchester County Department of Planning, which acts as the Administrator of the EOH Funds, issued the right-of-objection letter to the requisite parties on September 30, 2011 stating Westchester's intent to access and distribute the EOH CKWIC Funds to the Municipalities for purposes of partially funding the Projects, and no objections were received during the objection period as defined in Section 107(f) of the MOA. Therefore, Westchester has complied fully with this procedure as required by the MOA;

WHEREAS, in accordance with Section 140(c), the EOH CKWIC Funds (defined in Section I.A. below) will be paid from earnings on the EOH WQIP Fund and not from principal thereon, noting that pursuant to MOA Section 140(d) (iii) principal may not be used to pay operation or maintenance costs; and

WHEREAS, the Westchester County Board of Legislators (the "Board"), on December 5, 2011 by Act No. 186-2011 authorized the transfer of the EOH CKWIC Funds, into a County Trust Account in order to fund the Projects; and

WHEREAS, the Board, by Act No. 187-2011, and pursuant to Section 119-o of the General Municipal Law, authorized the County to enter into this intermunicipal agreement (the "IMA"), with the Municipalities for the purpose of using the EOH CKWIC Funds to finance a portion of the cost of the Projects; and

WHEREAS, on January 26, 2012, the Westchester County Board of Acquisition & Contract ("BAC") authorized the County to enter into this IMA, including the Corporation Agreement (defined below) for the purpose of using the EOH CKWIC Funds to finance of the cost of the Projects; and

WHEREAS, each of the CKWIC Municipalities represents that it has received all necessary approvals from their respective governing bodies; and

WHEREAS, having received all necessary approvals from their respective governing bodies, the County and the Municipalities desire to set forth the procedures and their respective rights and responsibilities relative to the distribution of the EOH CKWIC Funds for purpose of funding the Projects, as described herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the parties agree as follows:

I. RIGHTS AND RESPONSIBILITIES OF WESTCHESTER:

A. The County, acting by and through its Department of Planning ("Planning") will disburse from the EOH WQIP Fund an amount not-to-exceed TEN MILLION (\$10,000,000) DOLLARS (the "EOH CKWIC Funds").

The EOH CKWIC Funds will be disbursed pursuant to the terms hereof, in order to fund eligible costs incurred by or on behalf of the Municipalities in connection with the administration, design, construction management, construction and O&M of eligible projects (each a "Project") as more fully set forth in Schedule "A," which is attached hereto and forms a part hereof.

Such disbursement will be made pursuant to the below "Project Approval and Funding Procedures" section below.

Notwithstanding the foregoing the parties hereto acknowledge that the Grants and the EOH CKWIC Funds are not sufficient to complete all listed Projects. The Municipalities anticipate seeking additional grant funding to meet the anticipated budgetary shortfall; however, in no event will the County's disbursement from the EOH WQIP Fund exceed the above

commitment of TEN MILLION (\$10,000,000) DOLLARS. The parties acknowledge that the Project list and total project cost estimates contained in Schedule "A" are subject to adjustment.

B. It is expressly acknowledged and agreed that Westchester shall have no further responsibility for the funding, approval, implementation or completion of any Project, it being further acknowledged and agreed that Westchester's sole obligation pursuant to the MOA, and this IMA, other than the administrative obligations described below, shall be the distribution of the EOH CKWIC Funds. The County does not provide or extend any warranty of fitness or workmanship for any work undertaken in connection with, or paid under, this IMA.

In no event is the County obligated to extend any funds beyond those included in the EOH WQIP Fund, including without limitation, tax levy funds. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s) or subcontractor(s) hereunder (the "Contractor(s)").

II. PROJECT APPROVAL AND FUNDING PROCEDURES

The County shall distribute the full amount of the EOH CKWIC Funds, on behalf of the Municipalities, to the Corporation pursuant to the terms of the Corporation Agreement.

The parties acknowledge and agree that following receipt by the County of an executed letter from NYCDEP (the "DEP Letter"), a copy of which is attached hereto and forms a part hereof, as Schedule "E," the County intends to enter into an agreement with the Corporation (the "Corporation Agreement"), in a form substantially similar to that attached hereto and forming a part hereof as Schedule "F." The parties acknowledge and agree that the Corporation Agreement may be executed contemporaneously with this IMA.

The CKWIC Municipalities hereby expressly agree and consent to the following: 1.) the Corporation Agreement, including without limitation, transfer of their right to receive the EOH CKWIC Funds to the Corporation and transfer of their obligation to administer, design, manage,

construct and provide O&M for eligible Projects; and 2.) continuation of their responsibilities to provide defense and indemnity to the County, as set forth in Sections IV.F and IV.G hereof, on a joint and several basis, noting that this obligation survives termination of the IMA.

III. REPRESENTATIONS, WARRANTIES AND GUARANTEES OF THE MUNICIPALITIES:

Each of the CKWIC Municipalities expressly represents warrants and guarantees that:

(a) it is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this IMA by the Municipality has been duly authorized by its governing body; this IMA, and any other documents required to be delivered by the Municipality when so delivered, will constitute, the legal, valid and binding obligations of the Municipality enforceable against the Municipality in accordance with their respective terms; and a the Municipalities's governing body has adopted a resolution authorizing execution of this IMA, and any other documents required to be delivered by the Municipality;

(b) the person signing this IMA on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this IMA pursuant to the authority granted by the Municipality's governing body, as noted above;

(c) it is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project;

(d) it is familiar and will comply with the MOA, as well as, all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this IMA, including without limitation, General Municipal Law Section 103;

(e) the Municipalities are fully able to comply with their obligations hereunder, including without limitation, the obligation to provide defense and indemnity to the County and the consummation of the transactions contemplated by this IMA and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected;

(f) each Municipality is a member of the Corporation; and

(g) prior to construction or funding hereunder every project set forth in Schedule "A" or subsequently deemed incorporated therein, has or will have received the approval of the NYSDEC.

The Municipality acknowledges the County is acting in reliance on the above statements.

IV. RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITIES:

A. In connection with implementation of a Project, each Municipality hereby acknowledges and agrees that:

(a) it shall undertake the administration, design, construction management, construction and O&M of the Project and shall not substantially deviate from the approved plans; and

(b) it shall ensure that the design, supervision and workmanship furnished with respect to construction of the Project shall be in accordance with sound and currently accepted scientific standards and best engineering practices; and

(c) it shall expend the EOH CKWIC Funds allocated to it pursuant to this IMA solely for the purposes of funding eligible costs related to design, construction management, construction and O&M of the Project and that it shall further comply with all terms of this IMA and the MOA; and

(d) with respect to the Project, the Municipality shall be responsible for compliance with all applicable requirements of the MOA. It is agreed that, with the exception of projects which have commenced between January 1, 2011 and May 31, 2011, the Municipality agrees to participate in the VENDEX-approval process and, where necessary, use VENDEX-approved Contractor(s) as required by NYCDEP, as more fully set forth in Section 18 of Program Contract; and

(e) it shall be responsible for the implementation and completion of the Project, including the obtaining of all necessary approvals, including without limitation compliance with SEQRA for each Project; and

(f) that construction of the Project shall be carried on continuously, diligently and with dispatch to final completion, in accordance with the approved plans; and

(g) it shall review all invoices related to the Project and shall furnish the County whenever requested to do so, satisfactory evidence showing that all monies theretofore advanced here have been paid for and applied toward eligible Project costs.

B. The Municipality hereby acknowledges and agrees that, in the event it is unable to expend all of the monies distributed hereunder by the termination hereof, all such unexpended monies, included interest earned thereon, shall be remitted to the County, within thirty (30) days of receipt of a written request from the County, to be returned to the EOH WQIP Fund or the County Trust Account established by Act No. 186-2012, as appropriate. The Municipalities further acknowledge and agree that should funds be received from another source for any cost reimbursed hereunder, such duplicate funds must be used for another

eligible Project cost or returned to the County in accordance herewith for use toward another eligible Project or returned to the EOH WQIP Fund as appropriate.

C. The Municipality shall maintain copies of all invoices and other such information which details the services performed and expenditures made for a period of 7 years.

D. The Municipality hereby acknowledges and agrees that for purposes of compliance with this IMA, the Supervisor of the Municipality or his/her duly authorized designee shall serve as liaison to Westchester and shall be available to provide status information on the Project.

E. The Municipality shall be solely responsible for its compliance with the requirements of the MOA, all applicable Federal, State and local laws, regulations and ordinances applicable to the Municipality, its officials, officers, and employees, and with respect to the performance of this IMA, including without limitation, construction of the Project, and shall procure and maintain, in full force and effect for the term of this IMA, all applicable permits, licenses and approvals from all governmental authorities having jurisdiction required for the lawful performance of its obligations hereunder.

F. In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, each Municipality hereby acknowledges and agrees:

(a) that it shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this IMA, including without limitation, the Corporation Agreement, and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this IMA, including without limitation, the Corporation Agreement, and to bear all other costs and expenses related thereto.

in addition to the foregoing, and except for any contracts executed prior _(c) to execution of this IMA, each Municipality shall ensure that all of its contractors, subcontractors and/or independent contractors (individually, a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insureds the Municipality and the County (collectively, the "Additional Insureds"). The Municipality shall require, before the project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their employees and other agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their employees and other agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

G. Each Municipality hereby acknowledges and agrees that it shall defend and indemnify the County for any environmental damages arising out of or in any way connected with this IMA, including without limitation, construction of the Project, which environmental damages shall include, without limitation, all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense if any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of

whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of Hazardous Waste, as that term is defined in 6 NYCRR Part 371, upon, beneath, or about the site of the Project(s) or migrating or threatening to migrate to or from the site of the Project(s), or any violation of applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, regardless of when any such environmental damages arose.

H. In full compliance with Section 107(e) of the MOA, the Municipality hereby acknowledges and agrees that it shall create and maintain at its principal office throughout the term of this IMA a repository of information regarding the undertaken Project, as may be necessary for a fair public assessment of the Project. The Municipality shall ensure that the County or its designee shall have the right to inspect and audit said repository.

I. The Municipality acknowledges that any Project undertaken must have the unanimous consent of the CKWIC Municipalities and any proposed changes, including without limitation, revised Project scope or increase in the Project costs, must be made to the County with the support of all of the CKWIC Municipalities.

J. The Municipalities, as members of the Corporation, agree to use best efforts to cause the Corporation to comply the above obligations, including without limitation, to ensure that the EOH CKWIC Funds are spent consistent in accordance herewith, including without limitation, pursuant to the terms of the MOA. Notwithstanding the foregoing, the Municipalities acknowledge their obligations pursuant to Sections F and G above shall continue and the use of best efforts shall not constitute a defense to said obligations.

All of the provisions of this Section IV shall survive the expiration or other termination of this IMA.

V. TERM:

This IMA shall commence as of January 1, 2012 (the "Commencement Date") and terminate as of December 31, 2016, unless terminated sooner in accordance with the provisions hereof. No project commenced prior to January 1, 2011 shall receive financing hereunder.

VI. MISCELLANEOUS:

A. This IMA, including all attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This IMA may not be modified, changed or supplemented except by written instrument signed by the parties hereto, subject to receipt of all necessary legal approvals. This IMA shall apply to and bind any successor(s) in interest of the respective parties.

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

C. It is acknowledged and agreed that any defined terms contained in the initial "Whereas Clauses" are incorporated by reference into the body of this IMA.

D. Except as set forth in Section II hereof, no party hereto shall make any assignment of their respective rights and responsibilities hereunder, without the prior written consent of all other parties hereto. Any assignment or attempt to assign, without the prior written consent of the parties hereto shall be void.

E. This IMA shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this IMA shall be brought in the County of Westchester.

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

Municipalities acknowledge and agree that Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, Contractor(s) or others.

G. This IMA shall not be enforceable until executed by all of the parties and approved by the Office of the Westchester County Attorney.

H. In the event of any material noncompliance with the terms hereof, including without limitation, use of the funds disbursed hereunder for ineligible costs, or failure to submit required reports, which remains uncured for thirty (30) days after service on the Municipality of written notice thereof (the "Cure Period"), the County, at its option, may seek any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner of Planning, in his sole discretion, may agree to stay any such enforcement beyond Cure Period, provided however that the County determines that the Municipality is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to the Municipality, repeated non-compliance by the Municipality of any particular duty or obligation under this Agreement will be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice will be effective as set forth herein.

I. It is recognized and understood that none of the Municipalities are agents of the County and in accordance with such status, each Municipality, its Contractor(s), and all of their respective officers, agents, employees, representatives and servants shall at all times during the term of this IMA neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

J. Each Municipality hereby acknowledges that any provision of this IMA which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

K. Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

L. This IMA may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same agreement.

M. Except as may be expressly set forth herein, nothing herein is intended or shall be construed to confer upon or give any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this IMA. Notwithstanding the foregoing, it is expressly acknowledged and agreed that the NYCDEP is an express third party beneficiary hereunder.

N. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this IMA.

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

VI. NOTICES:

All notices of any nature referred to in this IMA or the Corporation Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as 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. Notices shall be sent to all of the following:

<u>For the County</u>: to the County Commissioner of Planning with a copy to the County Attorney at the address first written above; and

For the Municipalities: to each of the Supervisors, as well as a copy to each of their counsels at the addresses as first written above.

For the Corporation: East Of Hudson Watershed Corporation Attn: Office of the President 2 Route 164 Patterson, New York 12563

with a copy to:

George A. Rodenhausen, Esq. Rapport Meyers LLP 20 Spring Brook Park Rhinebeck, NY 12572

Any changes or additions to the designations made in this Section VI. shall be made in writing and delivered to the other parties in accordance herewith.

[NO FURTHER TEXT THIS PAGE.]

IN WITNESS WHEREOF, the parties have executed this IMA as of the day and year first above written.

COUNTY OF WESTCHESTER

By: Name: Edward Buroughs Title: Commissioner of the Department of Planning

TOWN OF BEDFORD

By: ______ Name: ______ Title:

TOWN OF CORTLANDT

By: ______ Name: _____ Title:

TOWN OF LEWISBORO

By: ______ Name: ______ Title:

VILLAGE OF MOUNT KISCO

By: ______ Name: _____ Title: **IN WITNESS WHEREOF**, the parties have executed this IMA as of the day and year first above written.

COUNTY OF WESTCHESTER

By: _____ Name: _____ Title:

TOWN OF BEDFORD

V A Brunts By: Name: Lee V.A. Roberts Title: Supervisor

TOWN OF CORTLANDT

By: _____ Name: _____ Title:

TOWN OF LEWISBORO

By: ______ Name: ______ Title:

VILLAGE OF MOUNT KISCO

By: _____ Name: _____ Title:

STATE OF NEW YORK) ss.:

COUNTY OF WESTCHESTER)

On the <u>4th</u> day of <u>May</u> 2012 before me, the undersigned, personally appeared <u>Lee V.A.Roberts</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

maywhorch

Notary Public, Westchester County

MARCY W. MARCHIANO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA4984077 Qualified in Westchester County My Commission Expires July 15, <u>2015</u>

CERTIFICATE OF AUTHORITY

Jusbeth Stumagalli

STATE OF NEW YORK) COUNTY OF WESTCHESTER)

On the 4th_ day of __May _____ 2012 before me, the undersigned, personally appeared Lisbeth_Fumagalli____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

mayumoulio

Notary Public, Westchester County MARCY W. MARCHIANO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA4984077 Qualified In Westchester County My Commission Expires July 15, 2015 first above written.

COUNTY OF WESTCHESTER

By:		
Name:		
Title:	3	

TOWN OF BEDFORD

By:	
Name:	
Title:	

TOWN OF CORTLANDT

Juglisi By: ervisor Name: Title:

TOWN OF LEWISBORO

By:	
Name:	
Title:	

VILLAGE OF MOUNT KISCO

By:	
Name:	
Title:	

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the 23 day of 2012 before me, the undersigned, personally appeared Linda D. Poglici, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the

instrument.

JUDITH A. HERMESCH Notary Public, State of New York No. 01HE5065124 Qualified in Westchester County Commission Expires 9-3-2004

Notary Public, Westchester Gounty

CERTIFICATE OF AUTHORITY

I, <u>LindatPuglis</u> certify that I am the <u>Supervisor</u> of the Town of <u>CoHland</u> New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that <u>Linda D.Puglis</u>, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>Supervisor</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Town Supervisor</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

frite & puglisi

STATE OF NEW YORK) COUNTY OF WESTCHESTER) SS.: On the 23 day of 2012 before me, the undersigned, personally appeared Linda D. Poglisi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

JUDITH A. HERMESCH Notary Public, State of New York No. 01HE5065124 Qualified in Westchester County Commission Expires <u>9-3-201</u>4

Notary Public, Westchester County

IN WITNESS WHEREOF, the parties have executed this IMA as of the day and year first above written.

COUNTY OF WESTCHESTER

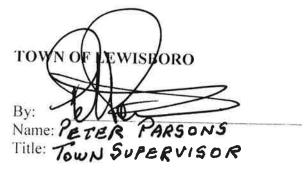
By: _____ Name: _____ Title:

TOWN OF BEDFORD

By: _____ Name: _____ Title:

TOWN OF CORTLANDT

By: _____ Name: _____ Title:



VILLAGE OF MOUNT KISCO

By: Name: Title:

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the <u>I</u><u>H</u> day of <u>Movy</u> 2012 before me, the undersigned, personally appeared <u>**peter Parsons**</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

ELIZABETH DeFABER Notary Public, State of New York No. 01DE6188080 Qualified in Westchester County Commission Expires June 2, 2012

CERTIFICATE OF AUTHORITY I, PETER PARSONS certify that I am the Town SUPERVISOR of the Town OFL <u>Firs</u>, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that **PETER TARSONS**, who signed said agreement on beh , who signed said agreement on behalf of the Municipality was, at the time of execution, Town Sope RVISER of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the LEWISBORTOWN BOARD, thereunto duly authorized, and that such authority is in full force and effect at the date hereof. STATE OF NEW YORK SS.: COUNTY OF WESTCHESTER) On the Hay of May 2012 before me, the undersigned, personally appeared feler Parsons _____. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

chabelly perfaber

Notary Public, Westchester County

ELIZABETH DeFABER Notary Public, State of New York No. 01DE6188080 Qualified in Westchester County Commission Expires June 2, 2012 **IN WITNESS WHEREOF**, the parties have executed this IMA as of the day and year first above written.

COUNTY OF WESTCHESTER

By: ______ Name: ______ Title:

TOWN OF BEDFORD

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By: ______ Name: _____ Title:

TOWN OF CORTLANDT

By: _____ Name: _____ Title:

TOWN OF LEWISBORO

By:	
Name:	
Title:	

VILLAGE OF MOUNT KISCO	
Ву:	
Name: James. M. Palmen	
Name: James. M. PalmER Title: Village Manager/Clerk.	
Mary 31, 2012	
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STATE OF NEW YORK)

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SS.:

COUNTY OF WESTCHESTER)

On the **3** Gay of May 2012 before me, the undersigned, personally appeared <u>James M. Palmen</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

en & Cararels

Notary Public, Westchester County

DOREEN F. CARAVELLO NOTARY PUBLIC-STATE OF NEW YORK No. 01CA6170202 Gualified In Westchester Gounty My Commission Expires July 02, 2015

CERTIFICATE OF AUTHORITY

I, Paula Maioranterity that I am the DyputyCluck of the Village/Tow of Mt. KISCONEW York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that James M. Palmer, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>He Villag Marager</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Board of Trustees</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Paula Maiorano

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

On the <u>3 lsr</u> day of <u>Moy</u> 2012 before me, the undersigned, personally appeared <u>James M. Jalmer</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

DOREEN F. CARAVELLO NOTARY PUBLIC-STATE OF NEW YORK No. 01CA6170202 Qualified in Westchester County My Commission Expires July 02, 2018

TOWN OF NEW CASTLE

By: Usan Elaperta Name: Supernson

TOWN OF NORTH CASTLE

By: ______ Name: _____ Title:

TOWN OF NORTH SALEM

By: ______ Name: ______ Title:

TOWN OF POUND RIDGE

By: ______ Name: ______ Title:

TOWN OF SOMERS

By: ______ Name: _____ Title:

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the 10^{-10} day of May 2012 before me, the undersigned, personally appeared Susan Carpenter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

CERTIFICATE OF AUTHORITY

I, Jill Simon Shapiro certify that I am the Town Clerk of the Town of New Castle, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that Susan Carpenter who signed said agreement on behalf of the Municipality was, at the time of execution, Supervisor of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the New Castle Town Board , thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Simon

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

On the <u>17</u> day of May 2012 before me, the undersigned, personally appeared Jill Simon Shapiro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Cuart ara

Notary Public, Westchester County

BARBARA A. CUATT Notary Public, State of New York No. 01CU5025253 Qualified In Westchester County Commission Expires 3/2///4

TOWN OF NEW CASTLE

Ву:	
Name:	
Title:	

TOWN OF NORTH CASTLE By: Name Howard Arden Supervisor Title:

TOWN OF NORTH SALEM

By:	
Name:	
Title:	

TOWN OF POUND RIDGE

By:	
Name:	
Title:	

TOWN OF SOMERS

By:		
Name:		
Title:		

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the <u>B</u> day of <u>May</u> 2012 before me, the undersigned, personally appeared <u>Howard Arden</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public, Westchester County

ANNE CURRAN Notary Fublic, State of New York No. 01CU6121781 Qualified in Westchester County 13 Commission Expires January 31, 20

CERTIFICATE OF AUTHORITY

I, <u>Anne Curran</u> certify that I am the <u>Town Clerk</u> of the Town of <u>North Castle</u>, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that

<u>Howard Arden</u>, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>Supervisor</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Town Board</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

1. Luna

Anne Curran

STATE OF NEW YORK) SS.: COUNTY OF WESTCHESTER) On the <u>23rd day of May</u> 2012 before me, the undersigned, personally appeared <u>Anne Curran</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

mitain D. Lesgnern

Notary Public, Westchester County

BARBARA G. PESQUERA Notary Public, State of New York No. 01PE6121780 Qualified in Westchester County 13 Commission Expires January 31, 20

TOWN OF NEW CASTLE

By: ______ Name: _____ Title:

TOWN OF NORTH CASTLE

By: ______ Name: _____ Title:

TOWN OF NOBTH SALEA hAnnen Lucas Supervisi-By: 4 Name Title:

TOWN OF POUND RIDGE

By: Name: Title:

TOWN OF SOMERS

By: ______ Name: ______ Title:

STATE OF NEW YORK

SS.:

)

COUNTY OF WESTCHESTER)

On the 31^4 day of May 2012 before me, the undersigned, personally appeared /drren J. Lucas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

tchester County

Rosemary James Notary Public - State of New York No. 01JA603953 -- Qualified in Westchester County My Commission Expires June 9, 2015

CERTIFICATE OF AUTHORITY

I, <u>Veronica E. Howley</u> certify that I am the <u>Town Clerk</u> of the Town of <u>North Salem</u>, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that

<u>Warren Lucas</u>, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>Supervisor</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Town Board</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

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STATE OF NEW YORK) SS.: COUNTY OF WESTCHESTER) On the <u>31</u>st day of <u>Muy</u> 2012 before me, the undersigned, personally appeared **COUNTY OF WESTCHESTER**) On the <u>31</u>st day of <u>Muy</u> 2012 before me, the undersigned, personally appeared **COUNTY OF WESTCHESTER**) evidence to be the individual whose name is subscribed to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the

Rosemary James Notary Public - State of New York No. 01JA6093953 -- Qualified in Westchester County My Commission Expires June 9, 2015

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Notary Public, Westchester County

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TOWN OF NEW CASTLE

By: ______ Name: _____ Title:

TOWN OF NORTH CASTLE

By: ______ Name: ______ Title:

TOWN OF NORTH SALEM

By:	
Name:	
Title:	

TOWN OF POUND RIDGE

By: GUUL Name: GART DAVID WARSHAUER Title: Town Supervison

TOWN OF SOMERS

By:	
Name:	
Title:	

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the <u> 16^{4} day of <u>May</u></u> 2012 before me, the undersigned, personally appeared <u>(Ary David Warshauter</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

KAREN B. TAFT NOTARY PIJBLIC - STATE OF NEW YORK NO. 01TA6050845 QUALIFIED IN WESTCHESTER COUNTY MY COMMISSION EXPIRES 11-13-20

CERTIFICATE OF AUTHORITY

I, <u>GARY MAYS WORSELAND</u> Certify that I am the <u>Softwars</u> of the <u>Town of Anon</u>, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that <u>GARY DAVID WARS HAVEN</u>, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>Softwars</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Town Borsen</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

STATE OF NEW YORK) COUNTY OF WESTCHESTER) On the <u>fl</u> day of <u>May</u> 2012 before me, the undersigned, personally appeared <u>Grey Doch Westharep</u>personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

KAREN B, TAFT NOTARY PUBLIC - STATE OF NEW YORK NO 01TA6050845 QUALIFIED IN WESTCHESTER COUNTY MY COMMISSION EXPIPES 11-13-20

TOWN OF NEW CASTLE

By: _____ Name: _____ Title:

TOWN OF NORTH CASTLE

By: Name: Title:

TOWN OF NORTH SALEM

By: Name: Title:

TOWN OF POUND RIDGE

By:		
Name:		
Title:		

TOWN OF SOMERS

By: Name: MARY Beth Murphy Title: Town Supervision

STATE OF NEW YORK

ss.:

)

COUNTY OF WESTCHESTER)

On the <u>15</u> day of <u>marg</u> 2012 before me, the undersigned, personally appeared many Batt murphy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

KATHLEEN R. PACELLA Notary Public, State of New York No. 01PA6092646 Qualified in Westchester County Commission Expires May 27, 20

CERTIFICATE OF AUTHORITY

I, Kattlun R. Pacella certify that I am the Jown Clark of the

Jour former, New York (the "Municipality") a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that

have Both hundry ______, who signed said agreement on behalf of the Municipality was, at the time of execution, <u>Appendication</u> of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the <u>Journ Bound</u>, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Hattleen R. Parella

STATE OF NEW YORK) COUNTY OF WESTCHESTER)

On the <u>15</u> day of <u>May</u> 2012 before me, the undersigned, personally appeared <u>Kalkeov R. Pacetta</u> personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

PATRICIA KALBA Notary Public, State of New York No. 01KA6080158 Qualified in Westchester County, 4 My Commission Expires Sept. 9, 20

TOWN OF YORKTOWN > By: Name: ichael Gra Title:

Approved as to form and manner of execution:

Associate County Attorney The County of Westchester

K:ramos:East of Hudson:CKWIC: CKWIC IMA 4.23 (marked against 4.19.12)

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the b day of June 2012 before me, the undersigned, personally appeared Michael Acce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

JANET PROTANO Notary Public, State of New York No. 01PR6109890 Qualified in Westchester County Commission Expires May 24, 2012

CERTIFICATE OF AUTHORITY
I, <u>Alice E. Rater</u> , (Officer other than officer signing contract)
certify that I am the TOWN CLERIC of
the TOWN OF YORKTOWN
(the "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 <u>Michae</u> (Person executing agreement)
(Person executing agreement)
who signed said agreement on behalf of the Corporation was, at the time of execution
(Title of such person)
of the Corporation and that said agreement was duly signed for and and 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Signature

STATE OF NEW YORK

) ss.: COUNTY OF WESTCHESTER)

On the <u>day of</u> in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Alive E. Koke</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

JANET PROTANO Notary Public, State of New York No. 01PR6109890 Qualified in Westchester County Commission Expires May 24, 2012

SCHEDULE "A"

PROJECT DESCRIPTIONS

[attached hereto]

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Project Names/Descriptions

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1. Stormwater Implementation Grant Match

2. MS4 Retrofit Projects (subject to NYSDEC final approval)

EOH Fund \$250,000 \$9,750,000

Estimated

Retrofit ID	Municipality	Proposed Treatment Option	Cost to
B-CR-05C	Bedford	Extended Detention	factor fragment
B-MU-01	Bedford	Created Wetland	\$350,000
B-MU-02	Bedford	Extended Detention	\$350,000
B-MU-03	Bedford	Infiltration	\$350,000
B-MU-04A	Bedford	Stabilization (Channel)	\$350,000
B-MU-04B	Bedford	Filtering Practice	\$25,000
B-MU-05A	Bedford	Bioretention	\$125,000
B-MU-05B	Bedford	Swale	\$125,000
B-MU-07	Bedford	Additional Storage	\$350,000
B-MU-09	Bedford	Swale	\$350,000
B-MU-10	Bedford	Entended Data d	\$350,000
B-MU-11	Bedford	Swale	\$125,000
B-MU-12	Bedford	Infiltration	\$125,000
B-MU-13	Bedford	Swale	\$350,000
B-MU-14	Bedford	Extended Detention, Vegetation	\$350,000 \$125,000
B-MU-15	Bedford	Swale	\$125,000
B-MU-16	Bedford	Swale	\$350,000
B-MU-17	Bedford	Extended Detention	\$350,000
B-MU-19	Bedford	Infiltration	\$350,000
B-MU-20	Bedford	Wet Pond	\$125,000
B-MU-21	Bedford	Hydrodynamic Separator, Infiltration Trench	\$125,000
B-MU-22	Bedford	Hydrodynamic Separator	\$25,000
B-NCR-06A	Bedford	Extended Detention	\$125,000
B-NCR-06B	Bedford	Extended Detention	\$125,000
B-NCR-18	Bedford	Extended Detention	\$125,000
C-NC-01	Cortlandt	Bioretention Stabilization	\$125,000
C-NC-01A	Cortlandt	Stabilization	\$25,000
C-NC-02	Cortlandt	Extended Detention Wet Pond	\$125,000
C-NC-02A	Cortlandt	Bioretention Swale	\$25,000
C-NC-02B	Cortlandt	Bioretention	\$125,000
C-NC-03	Cortlandt	Bioretention	\$125,000
C-NC-04	Cortlandt	Bioretention Swale	\$125,000
L-CR-09A	Lewisboro	Additional Storage	\$350,000
L-CR-09B	Lewisboro	ED Wetland	\$350,000
L-CR-09C	Lewisboro	Extended Detention	\$350,000
L-CR-10A	Lewisboro	Extended Detention	\$350,000
L-CR-10B	Lewisboro	Extended Detention	\$350,000
L-CR-11A	Lewisboro	Additional Storage	\$125,000
L-CR-IIB	Lewisboro	Dry Swale	\$125,000

		PROJECT DESCRIPTIONS	
L-CR-11C	Lewisboro	RSC	\$350,000
L-CR-11D	Lewisboro	Infiltration	\$125,000
L-CR-11E	Lewisboro	Dry Swale	\$125,000
L-CR-12	Lewisboro	Infiltration	\$350,000
L-CR-13	Lewisboro	Pocket Pond	\$125,000
L-CR-14	Lewisboro	Infiltration	\$125,000
L-CR-16	Lewisboro	Detention Basin, Channel Stabilization	\$25,000
L-CR-17	Lewisboro	Channel Stabilization	\$25,000
L-CR-25	Lewisboro	Forebay	\$125,000
L-MU-01A	Lewisboro	Infiltration	\$350,000
L-MU-01B	Lewisboro	Dry Swale	\$125,000
L-MU-04A	Lewisboro	Pocket Pond	\$350,000
L-MU-05A	Lewisboro	Infiltration	\$350,000
L-MU-05B	Lewisboro	Dry Swale	\$125,000
L-MU-06	Lewisboro	Pond and Dry Swale	\$350,000
L-MU-07A	Lewisboro	Wet Pond	\$350,000
L-MU-07B	Lewisboro	Wet Pond	\$350,000
L-MU-08	Lewisboro	Additional Storage	\$350,000
L-MU-19	Lewisboro	Vegetative buffer	\$25,000
MK-NC-01	Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-02	Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-03	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-04	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-05	Mount Kisco	Wet Pond Created Wetland Bioretention	\$125,000
MK-NC-06	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-07	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-09	Mount Kisco	Replace Culvert Install Sluice Gate	\$125,000
MK-NC-10	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-11	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-12	Mount Kisco	Bioretention Filtering Practice Swale	\$350,000
MK-NC-13A	Mount Kisco	Infiltration Rooftop Disconnect	\$125,000
MK-NC-13B	Mount Kisco	Bioretention	\$125,000
MK-NC-14	Mount Kisco	Bioretention	\$350,000
MK-NC-16	Mount Kisco	Bioretention	\$350,000
MK-NC-17	Mount Kisco	Removal of Impervious Surface	\$25,000
MK-NC-20	Mount Kisco	Wet Pond Bioretention Stabilization	\$125,000
MK-NC-21	Mount Kisco	Bioretention	\$125,000
MK-NC-22	Mount Kisco	Bioretention	\$350,000
MK-NC-25	Mount Kisco	Filtering Practice	\$750,000
MK-NC-26	Mount Kisco	Wet Pond	\$125,000
MK-NC-27	Mount Kisco	Bioretention	\$125,000
MK-NC-28	Mount Kisco	Stabilization	\$25,000
MK-NC-29	Mount Kisco	Wet Pond	\$125,000
NewC-NCR-01	New Castle	Forebay	\$125,000
NewC-NCR-02	New Castle	Extended Detention	\$125,000
NewC-NCR-03	New Castle	Extended Detention	\$350,000
NewC-NCR-04A	New Castle	Wet Pond	\$350,000

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		I ROJECT DESCRIPTIONS	
NewC-NCR-04B	New Castle	Extended Detention	\$350,000
NewC-NCR-05	New Castle	Extended Detention	\$125,000
NewC-NCR-06	New Castle	Wet Pond	\$350,000
NewC-NCR-07	New Castle	Extended Detention	\$125,000
NewC-NCR-08	New Castle	Forebay	\$125,000
NewC-NCR-09	New Castle	Extended Detention	\$350,000
NewC-NCR-10	New Castle	Extended Detention	\$125,000
NewC-NCR-11A	New Castle	Extended Detention	\$350,000
NewC-NCR-11B	New Castle	Filtering Practice	\$350,000
NewC-NCR-11C	New Castle	Extended Detention	\$350,000
NewC-NCR-12A	New Castle	Wet Pond	\$750,000
NewC-NCR-12B	New Castle	Infiltration	\$125,000
NewC-NCR-12C	New Castle	Infiltration	\$125,000
NewC-NCR-13	New Castle	Infiltration	\$350,000
NewC-NCR-14	New Castle	Pocket Pond	\$350,000
NewC-NCR-15	New Castle	Infiltration	\$350,000
NewC-NCR-16A	New Castle	Extended Detention	\$125,000
NewC-NCR-16B	New Castle	Infiltration	\$25,000
NewC-NCR-17C	New Castle	Wet Pond	\$350,000
NewC-NCR-18	New Castle	Infiltration	\$125,000
NewC-NCR-19A	New Castle	Wet Pond	\$750,000
NewC-NCR-20A	New Castle	Extended Detention	\$350,000
NewC-NCR-21	New Castle	Bioretention	\$125,000
NewC-NCR-29	New Castle	Dry Swale	\$125,000
NewC-NCR-30	New Castle	Dry Swale	\$125,000
NewC-NCR-32	New Castle	Road Stabilization	\$125,000
NorC-NCR-001	North Castle	Extended Detention	\$350,000
NorC-NCR-002	North Castle	Wet Pond	\$125,000
NorC-NCR-003	North Castle	Wet Pond	\$350,000
NS-MU-01A	North Salem	Extended Detention	\$350,000
NS-MU-01B	North Salem	Infiltration	\$125,000
NS-MU-01C	North Salem	Bioretention	\$125,000
NS-MU-02A	North Salem	Extended Detention	\$125,000
NS-MU-02B	North Salem	Extended Detention	\$350,000
NS-MU-04	North Salem	Wet Pond	\$350,000
NS-MU-05	North Salem	Wet Pond	\$350,000
NS-MU-08	North Salem	Infiltration, Stabilization	\$125,000
NS-MU-09	North Salem	Stabilization	\$350,000
NS-MU-10	North Salem	Extended Detention	\$350,000
NS-MU-11	North Salem	Extended Detention	\$350,000
NS-MU-12	North Salem	Extended Detention	\$350,000
NS-MU-13	North Salem	Extended Detention	\$350,000
NS-MU-14	North Salem	Channel Stabilization	\$25,000
NS-T-03A	North Salem	Extended Detention	\$125,000
NS-T-03B	North Salem	Extended Detention	\$125,000
NS-T-15	North Salem	Channel Stabilization	\$125,000
PR-CR-10	Pound Ridge	Roof Disconnect	\$25,000

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PR-CR-8	Pound Ridge	Bioretention	\$350,000
PR-CR-9	Pound Ridge	Bioretention	\$125,000
PR-MU-1	Pound Ridge	Bioretention	\$125,000
PR-MU-10	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-11	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-2	Pound Ridge	Stabilization	\$25,000
PR-MU-3	Pound Ridge	Bioretention	\$125,000
PR-MU-4	Pound Ridge	Infiltration	\$125,000
PR-MU-7	Pound Ridge	Bioretention	\$125,000
S-AM-05	Somers	Created wetland	\$350,000
S-AM-06	Somers	Extended detention/wet pond	\$125,000
S-AM-07	Somers	Bioretention	\$125,000
S-AM-08	Somers	Wet pond	\$125,000
S-AM-21	Somers	Bioretention	\$125,000
S-MU-01	Somers	Infiltration	\$125,000
S-MU-03a	Somers	Water Quality Recharge & Channel Protection	\$350,000
S-MU-03b	Somers	Water Quality Recharge & Channel Protection	\$750,000
S-MU-04	Somers	Extended detention	\$125,000
S-MU-09A	Somers	Infiltration	\$125,000
S-MU-09B	Somers	Infiltration	\$125,000
S-MU-09C	Somers	Bioretention	\$125,000
S-MU-09D	Somers	Bioretention	\$125,000
S-MU-09E	Somers	Infiltration	\$125,000
S-MU-10	Somers	Wet pond	\$125,000
S-MU-11	Somers	Wet pond	\$125,000
S-MU-14	Somers	Wet pond	\$350,000
S-MU-15	Somers	Created wetland	\$350,000
S-MU-16	Somers	Infiltration	\$350,000
S-MU-17	Somers	Bioretention	\$125,000
S-MU-18	Somers	Bioretention	\$125,000
S-MU-19A	Somers	Created wetland	\$125,000
S-MU-19B	Somers	Bioretention and Wet ponds	\$750,000
S-MU-20	Somers	Created wetland	\$125,000
S-MU-22	Somers	Bioretention	\$350,000
S-MU-23	Somers	Stabilization (Channel)	\$125,000
S-MU-24	Somers	Created wetland	\$350,000
S-MU-25	Somers	Stabilization (Channel)	\$350,000
S-MU-26	Somers	Sediment Trap	\$125,000
S-MU-28	Somers	Stabilization	\$125,000
S-MU-30	Somers	Stabilization	\$125,000
Y-MU-01A	Yorktown	Swale	\$350,000
Y-MU-01B	Yorktown	Extended Detention	\$125,000
Y-MU-01C	Yorktown	Extended Detention	\$350,000
Y-MU-03	Yorktown	Swale	\$125,000
Y-MU-04	Yorktown	Extended Detention	\$125,000
Y-MU-06	Yorktown	Wet Pond	\$750,000
Y-MU-07	Yorktown	Swale	\$125,000

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Y-MU-08	Yorktown	Swale	\$125,000
Y-MU-09	Yorktown	Infiltration	\$750,000
Y-MU-10	Yorktown	Swale	\$125,000
Y-MU-11A	Yorktown	Extended Detention/Reforestation	\$750,000
Y-MU-11B	Yorktown	Bioretention	\$125,000
Y-MU-11C	Yorktown	Bioretention	\$125,000
Y-MU-11E	Yorktown	Wet Pond	\$350,000
Y-MU-11F	Yorktown	Swale	\$125,000
Y-MU-11G	Yorktown	Grass Channel	\$25,000
Y-MU-12	Yorktown	Swale	\$125,000
Y-MU-13	Yorktown	Swale	\$125,000
Y-MU-14	Yorktown	Extended Detention	\$350,000
Y-MU-15	Yorktown	Extended Detention	\$125,000
Y-MU-17A	Yorktown	Bioretention	\$125,000
Y-MU-17B	Yorktown	Bioretention	\$25,000
Y-MU-18	Yorktown	Swale	\$125,000
Y-MU-19	Yorktown	Wet Pond	\$350,000
Y-MU-20	Yorktown	Bioretention	\$125,000
Y-MU-24	Yorktown	Extended Detention	\$750,000
Y-MU-25	Yorktown	Swale	\$125,000
Y-NCR-16	Yorktown	Extended Detention	\$350,000
Y-NCR-22	Yorktown	Wet Pond	\$350,000
Y-NCR-23	Yorktown	Swale	\$125,000

In addition to the above listed projects, any additional project or projects ("Additional Project(s)"), which qualify as a Stormwater Best Management Practices in accordance with Section 140(b)(v) of the MOA, shall be deemed incorporated into this Schedule A by reference, provided that such Additional Project(s) are added to the Regional Stormwater Retrofit Plan (the "Plan") and approved by NYSDEC. Such Additional Project(s) shall be deemed added to this Schedule A when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Plan, as well as a copy of the DEC approval. It is acknowledged that no further approval shall be sought or required for any such Additional Project(s).

All Projects set forth in Schedule A shall include project administrative costs as may be reasonably allocable to the project, pursuant to Section 140 (b)(x) of the MOA, and operation and maintenance costs ("O&M") directly related to or resulting from the project as set forth in Section 140 (c)(iii). Lastly it is acknowledged that the amounts listed herein are estimates subject to change.

EOH FUND TOTAL

\$10,000,000

SCHEDULE "B"

Intentionally Omitted.

SCHEDULE "C"

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 \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 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 polices shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"

Intentionally Omitted

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SCHEDULE "E"

DEP Letter

(attached hereto)

Letter Agreement Concerning Reporting Requirements and Eligible General Administrative Costs for Certain East of Hudson Water Quality Investment Program Funds

MaryEllen Odell Putnam County Executive Putnam County Office Building 40 Gleneida Avenue, 3rd Floor Carmel, New York 10512

Robert P. Astorino Westchester County Executive Michaelian Office Building 148 Martine Ave White Plains, NY 10601

April 2012

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This letter confirms the understanding of the New York City Department of Environmental Protection ("NYCDEP"), the County of Putnam ("Putnam"), and the County of Westchester ("Westchester" and together with Putnam, the "Counties") concerning the disbursement of certain earnings on monies previously provided by the City of New York ("City") to the Counties, respectively, under the 1997 New York City Watershed Memorandum of Agreement ("Watershed MOA" or "MOA"), including without limitation, the certain agreements by and between NYCDEP and Westchester, and by and between NYCDEP and Putnam, dated as of January 21, 1997, annexed to the MOA as attachments (the "Program Agreements") for the East of Hudson Water Quality Investment Program Fund ("EOH WQIP Fund"). This letter also sets forth the understanding of the Parties regarding what "general administrative expenses of the East of Hudson Watershed Corporation ("EOHWC" or "the Corporation") are eligible for payment using the funds provided by the Counties under the Counties' existing Right of Objection ("RoO") letters.

NYCDEP understands that Putnam, subject to receipt of all applicable approvals, has agreed to use Eight Million, Two Hundred Thousand Dollars (\$8,200,000) and Westchester has agreed, subject to receipt of all applicable approvals, to use Ten Million Dollars (\$10,000,000) (together the "EOH Funds"), for a total of Eighteen Million, Two Hundred Thousand Dollars (\$18,200,000), from the EOH WQIP Fund, representing earnings on the principal of the EOH WQIP Fund conveyed by the City to the Counties under the Watershed MOA, toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects as set forth in the first five year Regional Retrofit Plans of the Putnam County MS4 Coordinating Committee ("PCMS4CC") and the Croton Kensico Watershed Intermunicipal Coalition (together the "MS4 Stormwater Retrofit Program Plan"), approved by the New York State Department of Environmental Conservation ("NYSDEC"), including the administrative expenses associated therewith, subject to the applicable provisions of the Watershed MOA and the surviving provisions of the Program Agreements. It is further acknowledged by NYCDEP that Putnam, pursuant to the Watershed MOA, agreed to fund the stormwater retrofit projects in connection with the first five years of the MS4 Stormwater Retrofit Program, with \$8,200,000 and to administer the distribution of funds for said projects on behalf of the PCMS4CC until the EOHWC is fully operational.

NYCDEP also understands that Westchester intends to provide these funds in full and Putnam intends to provide whatever balance remains of these funds directly to the EOHWC, an independent locally-based and locally administered not-for-profit corporation, organized under Section 1411 of the New York State Not-For-Profit-Corporation Law, for the purpose of administering, organizing,

implementing and maintaining projects to achieve compliance with the retrofit requirements of NYSDEC's Municipal Separate Storm Sewer Systems ("MS4") SPDES General Permit No. GP-0-10-002, and NYCDEP supports this arrangement. NYCDEP and the Counties agree that disbursement of EOH Funds is subject to the notification procedures outlined in Section 140 of the Watershed MOA. It is acknowledged that, pursuant to paragraph 107(c) of the MOA, Westchester issued the RoO to the requisite MOA parties on September 30, 2011. It is further acknowledged that, pursuant to paragraph 107(c) of the RoO to the requisite MOA parties on September 30, 2011. It is acknowledged that no objections were received during the applicable timeframe. It is acknowledged that, pursuant to paragraph 107(c) of the MOA, Putnam issued the RoO to the requisite MOA parties on August 22, 2011. It is further acknowledged that no objections were received during the applicable time frame.

As set forth in the Program Agreements, the Counties are each required to provide NYCDEP with an annual report accounting for the receipt and disbursement of all funds during the previous fiscal year, and to maintain accurate and complete records detailing the receipt and expenditure of all funds provided by the City under the Program Agreements. For so long as the EOH Funds described above are in the control of the EOHWC, NYCDEP agrees to accept reports from the EOHWC detailing the expenditure of those funds in lieu of an annual report from each of the Counties. The Counties may satisfy all of their respective obligations under the Watershed MOA with respect to the EOH Funds by including appropriate terms requiring compliance by the EOHWC with the applicable terms of the Watershed MOA in the agreements between the Counties and the Corporation providing for the funds' transfer to the EOHWC, and by enforcing their rights under those agreements with respect to those terms as appropriate. Accordingly NYCDEP and the Counties agree that the surviving clauses of the Program Agreements are hereby amended to permit transfer of the Counties' reporting obligations thereunder, including without limitation, pursuant to Section 4 - Right to Audit, to the EOHWC for so long as it has control of the EOH Funds. If any of the EOH Funds described above are ever returned to the Counties, the Parties agree that the Counties will resume their obligations to provide NYCDEP with an annual accounting report as set forth in the Program Agreements, and all other relevant obligations under the Watershed MOA.

It is acknowledged that Westchester's RoO letter authorized the use of \$10 million in EOH WQIP Fund earnings to fund overall program administration costs and eligible costs incurred in connection with the administration, design, construction management, construction and operation and maintenance of eligible stormwater retrofit projects identified in Schedule A to the RoO. The Westchester RoO letter also notes that "Section 140(b)(x) of the MOA lists 'administrative costs and expenses reasonably allocable to the designing, planning, environmental assessment, permitting, acquisition, financing, constructing, and installing of any Eligible Project' as eligible expenses for the EOH WQIP Funds." The Putnam RoO letter authorizes the use of \$8.2 million from the EOH WQIP Fund earnings to fund the stormwater retrofit projects in connection with the first five years of the MS4 Stormwater Retrofit Program.

The Parties agree that both RoO letters are sufficient to cover general administrative expenses of the Corporation (not directly related to individual stormwater retrofit projects) associated with the implementation of the first five year MS4 Stormwater Retrofit Program Plan. The Parties understand that those general administrative expenses will include the expenses associated with:

- General overhead costs associated with administration of the Corporation, including staff compensation¹; office equipment and expenses; telephone, internet, heat, electric and other utility bills; rent; insurance; etc.
- Preparation for and holding of Corporation's Board of Directors' meetings and Board training.
- Revisions to the first five year MS4 Stormwater Retrofit Program Plan.
- General compliance activities associated with implementation of the first five year MS4 Stormwater Retrofit Program Plan not associated with specific projects, including merging of the Dutchess, Putnam and Westchester County Stormwater Management Programs into one regional stormwater management program, which requires filing with, and approval by NYSDEC.
- Preparation of an annual report to NYSDEC on the stormwater retrofit practices implemented in the previous year and the coming year's planned stormwater retrofit practices, for each year included in the first five-year plan.
- Preparation of other reports to outside agencies.
- Solicitation of grants or other forms of financial assistance for use in implementation
 of the first five-year MS4 Stormwater Retrofit Program Plan.
- All similar administrative expenses associated with the implementation of the first five years of the MS4 Stormwater Retrofit Program.

It is acknowledged that the EOH Funds provided by the Counties may be used to fund the foregoing general administrative expenses of the Corporation and, to the extent necessary, will be allocated on a pro rata basis between the Counties.

While all parties expect that as the EOHWC begins its work as an organization, it will be focused primarily, if not exclusively, on the implementation of the first five year MS4 Stormwater Retrofit Program Plan, and will utilize its existing funding in support of that implementation, the EOHWC's incorporation documents are broadly drafted to allow the Corporation to expand the scope of its work in the future in ways that may be extremely valuable and useful to its members, but which is not limited to implementation of the first five year MS4 Stormwater Retrofit Program Plan. Thus, it is expected that the Corporation might undertake activities that are unrelated to implementation of the first five-year plan and would be outside the current scope of the funding agreements between the Counties and the Corporation. The parties do not consider the following anticipated costs of the EOHWC to be general administrative costs that could be reasonably allocated for payment with the EOH Funds under the existing RoO letters:

- Costs associated with drafting the second five-year retrofit plan, such as preparing the list of stormwater retrofit project to be implemented in Years 6 through 10, including field evaluations for the Stormwater Retrofit Program.
- Legal fees and expenses incurred to negotiate with NYCDEP regarding funding and other support for the second five year retrofit plan, including in connection with the discussions required under Special Condition 34(d) of the 2010 Water Supply Permit.

¹ The parties expect that most staff time will be allocable to individual projects as activities "directly related" to project implementation, and thus will be eligible for payment using the "Stormwater Retrofit Funds" provided under the Funding Agreement between NYCDEP and the Corporation as capital project-related costs. However, to the extent staff of the Corporation performs general administrative tasks for the EOHWC that are not directly related to a project, those costs would be eligible for payment using the EOH WQIP Funds.

- Activities related to general MS4 compliance, beyond implementation of the MS4 Stormwater Retrofit Program.
- Acting as a clearing house for the Corporation's members' MS4 program generally, beyond implementation of the MS4 Stormwater Retrofit Program.

Please indicate agreement by signing in the space indicated below and returning one executed copy to NYCDEP.

Signed,

Paul V. Rush, P.E., Deputy Commissioner, Bureau of Water Supply New York City Department of Environmental Protection

Aud ____ Date: _______

Agreed and Accepted:

MaryEllen Odell, Putnam County Executive

manyeilen oull Date: 6.4.17

Robert P. Astorino, Westchester County Executive

Roser P. Rotoning Date: 6/7/12

SCHEDULE "F"

Form of Corporation Agreement

[attached hereto]

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CORPORATION AGREEMENT

THIS AGREEMENT made this $\frac{7^{\prime\prime}}{1000}$ day <u>June</u> 2012 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 (the "County" and/or "Westchester")

and

EAST OF HUDSON WATERSHED CORPORATION, a not-for-profit local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, having an office and principal place of business at 2 Route 164, Patterson, New York 12563 (the "Corporation")

WHEREAS, the County has entered into an intermunicipal agreement (the "IMA") with the municipalities of Bedford, Cortlandt, Lewisboro, Mt. Kisco, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown (together the "Municipalities" and each a "Municipality," and also known as the "CKWIC Municipalities; and

WHEREAS, Westchester and the Municipalities are parties to the 1997 Watershed Memorandum of Agreement, along with the City of New York (the "City"), the State of New York (the "State"), the United States Environmental Protection Agency (the "USEPA"), the Catskill Watershed Corporation, the Coalition of Watershed Towns, Putnam County and certain other environmental parties (the "MOA"), noting that any reference to the MOA shall include the surviving clauses of that certain East of Hudson ("EOH") Water Quality Investment Program Contract (the "Program Contract") by and between the New York City Department of Environmental Protection ("NYCDEP") and the County, which was attached to the MOA; and

WHEREAS, the Municipalities caused the Corporation to be formed in order to assist them in complying with their obligations to implement the first five years of the regional stormwater retrofit plan (the "Stormwater Retrofit Plan") approved by the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, the purpose of the IMA was to distribute an amount not-to-exceed TEN MILLION (\$10,000,000) DOLLARS (the "EOH CKWIC Funds") in order to facilitate the administration, design, construction management, construction and operation and maintenance ("O&M") of certain eligible projects included in the Stormwater Retrofit Plan, as more fully set forth in Schedule "A," to the IMA; and

WHEREAS, pursuant to the IMA, the Municipalities expressly agreed and consented to this Agreement, including without limitation, 1.) payment of the EOH CKWIC Funds to the Corporation on behalf of the Municipalities; and 2.) transfer to the Corporation of the Municipalities obligations to the County under the IMA to administer, design, manage, construct and provide O&M for eligible projects (as defined in the IMA);

WHEREAS, pursuant to the IMA, County has received an executed letter agreement from NYCDEP (the "DEP Letter"), a copy of which is attached to the IMA and incorporated herein by reference; and

WHEREAS, pursuant to the DEP Letter, DEP agreed that the surviving clauses of the Program Contract were amended to permit transfer of the County's reporting obligations thereunder, including without limitation, pursuant to Section 4 - Right to Audit, to the Corporation for so long as it has control of the EOH CKWIC Funds.

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

I. RIGHTS AND RESPONSIBILITIES OF WESTCHESTER:

The County, acting by and through its Department of Planning ("Planning") will disburse the EOH CKWIC Funds within thirty (30) days following execution hereof, as well as execution of the IMA.

It is acknowledged and agreed that in no event is the County obligated to extend any additional funds beyond the foregoing, including without limitation, tax levy funds. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Corporation, any Municipality, and any of their respective contractor(s) or subcontractor(s) hereunder (the "Contractor(s)").

II. PROJECT APPROVAL AND FUNDING PROCEDURES

Pursuant to Section II of the IMA, the County shall, on behalf of the Municipalities, pay the full amount of the EOH CKWIC Funds to the Corporation. The Corporation agrees to comply with the terms of the IMA and MOA and in accordance with the guidance provided by the DEP Letter, each of the foregoing documents are deemed incorporated herein by reference, including without limitation, the requirement that the EOH CKWIC Funds be used solely for the purposes of funding eligible costs related to administration, design, construction management, construction and operation and maintenance ("O&M") of DEC approved projects included in the Stormwater Retrofit Plan, as more fully set forth in Schedule "A" to the MOA and as set forth in the Right of Objection letter issued pursuant to the MOA ("RoO") by the County on September 30, 2011, a copy of which is attached hereto and forms a part hereof as Schedule "A." The Corporation acknowledges and agrees to use EOH CKWIC Funds in a fiscally responsible and prudent manner solely to fund eligible costs incurred in connection with the administration, design, construction management, construction and O&M of the eligible projects identified in the Croton watershed regional Stormwater Retrofit Plan to meet certain MS4 permit requirements, as approved by DEC. Pursuant to the terms of the RoO and Schedule "A" additional projects may be added provided they qualify as BMPs (defined below), and further provided that such additional project(s) are added properly to the Plan. Pursuant to the terms of the RoO, such additional project(s) shall be deemed added to Schedule "A" when the County Commissioner of Planning is provided with a list of such projects, as well as a copy of the DEC approval letter.

The Corporation acknowledges and agrees that the MOA, including the below provisions, as well as the guidance provided in the DEP Letter, is controlling with respect to determining project eligibility:

Section 140(b)(v) of the MOA lists "Stormwater Best Management Practices ("BPMs") at existing concentrated areas of impervious surfaces to the extent such BMPs are necessary to correct or reduce existing erosion and/or pollutant loadings" as eligible expenses for the EOH CKWIC funds.

Section 140(b)(x) of the MOA lists "administrative costs and expenses reasonably allocable to the designing, planning, environmental assessment, permitting, acquisition, financing, constructing, and installing of any Eligible Project" ("Administrative Expenses") as eligible expenses for the EOH CKWIC funds.

Section 140(c)(iii) of the MOA lists "operation and maintenance costs directly related to or resulting from [an eligible] project" as eligible expenses for earnings on the EOH CKWIC funds.

It is acknowledged that the DEP Letter shall serve to further clarify eligible Administrative Expenses.

The Corporation acknowledges and agrees that, to the extent necessary, eligible Administrative Expenses will be apportioned on a pro rata basis between Westchester and Putnam Counties projects. Such apportionment shall be in conformity with that certain agreement by and between the Corporation and Putnam County.

No costs may be funded for a project which does not meet the Schedule "A" criteria, noting that such projects would require compliance with the RoO procedures set forth in Section 107 of the MOA, as well as approval of the County Board of Legislators.

III. REPRESENTATIONS, WARRANTIES AND GUARANTEES OF THE CORPORATION:

The Corporation expressly represents warrants and guarantees that:

(a) it is a not-for-profit local development corporation duly organized, validly existing pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York; the execution and performance of this Agreement by the Corporation has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Corporation when so delivered, will constitute, the legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms; and the Corporation will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required by the County to be delivered by the Corporation;

(b) the person signing this Agreement on behalf of the Corporation has full authority to bind the Corporation to all of the terms and conditions of this Agreement pursuant to the authority granted by the Corporation's governing body, as noted above;

(c) it is financially and technically qualified to perform its obligations hereunder, including without limitation, implementation of the projects;

(d) it has received a fully executed copy of the MOA, IMA, and DEP Letter and is familiar with and will comply with said agreements, as well as all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement; and

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

(f) prior to construction or funding hereunder every project set forth pursuant to Schedule "A" has or will have received the approval of the DEC.

The Corporation acknowledges the County is acting in reliance on the above statements.

IV. RIGHTS AND RESPONSIBILITIES OF THE CORPORATION:

A. In connection with implementation of any project hereunder, the Corporation hereby acknowledges and agrees that:

(a) it will undertake the County's obligations under the IMA and MOA, including without limitation the surviving clauses of the Program Contract, with respect to the EOH CKWIC Funds, including without limitation to report the expenditure of any EOH CKWIC Funds to the NYCDEP in accordance with the requirements of the MOA. In furtherance thereof, the Corporation will maintain accurate and complete records detailing the expenditure of all funds provided hereunder. The Corporation agrees to provide NYCDEP with a detailed annual report accounting for disbursement of all EOH CKWIC Funds, during the prior fiscal year. Said annual report, in addition to detailing disbursements, shall identify the applicable eligible project and location funded. Said annual report, which shall be provided to NYCDEP, with a copy to

the County, no later than three (3) months following the end of the prior fiscal year, should be in a form acceptable to NYCDEP, currently anticipated to be in a manner substantially similar to the form of reporting spreadsheet attached hereto and forming a part hereof as Schedule "B," noting that the numbers included in the annexed spreadsheet are for illustrative purposes only, and do not correspond to actual projects or expenditures. The Corporation shall provide such other information as NYCDEP and/or the County may request. All receipts and disbursements of funds hereunder together with earnings thereon, if any, are subject to audit by the City, State and/or County. The Corporation agrees to comply with any such audit; and

(b) it will undertake all rights and responsibilities of the Municipalities pursuant to the IMA, including without limitation use of the EOH CKWIC Funds in accordance with the MOA and the terms of the DEP Letter.

B. The Corporation hereby acknowledges and agrees that, in the event it is unable to expend all of the EOH CKWIC Funds prior to termination hereof, all such unexpended monies, included interest earned thereon, shall be remitted to the County, within thirty (30) days of receipt of a written request from the County. The Corporation further acknowledges and agrees that should funds be received, whether by the Corporation or a Municipality, from another source for any project cost reimbursed hereunder, such duplicate funds must be used for other eligible project(s) costs not funded hereunder or returned.

C. The Corporation shall maintain copies of all invoices and other such information which details the services performed and expenditures made for a period of seven (7) years following completion of each project.

In addition to and not in limitation of the foregoing, the Corporation, in full compliance with Section 107(e) of the MOA, agrees that it shall create and maintain at its principal office a repository of information regarding each project undertaken, as may be necessary for a fair public assessment of the project. The Corporation shall ensure that the public, NYCDEP and the County shall have the right to inspect and audit said repository until one year following project completion.

D. The Corporation shall be responsible for compliance with all applicable requirements of the IMA, the MOA, Federal, State and local laws, regulations and ordinances, including without limitation, those related to construction of a project, and shall procure and maintain, in full force and effect for the term of this Agreement, all applicable permits, licenses and approvals from all governmental authorities having jurisdiction required for the lawful performance of its obligations hereunder.

F. In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof, the Corporation hereby acknowledges and agrees:

(a) that it shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss

arising directly or indirectly out of this Agreement (and/or the IMA), including without limitation, implementation of any project, whether by any Municipality or the Corporation, and of the acts or omissions hereunder by any Municipality or the Corporation or third parties under the direction or control of any Municipality or the Corporation; 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/or the IMA), including without limitation, implementation of any project, whether by the Municipality or the Corporation, and to bear all other costs and expenses related thereto.

G. The Corporation hereby acknowledges and agrees that it shall defend and indemnify the County for any environmental damages arising out of or in any way connected with this Agreement (and/or the IMA), including without limitation, construction of any project, which environmental damages shall include, without limitation, all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense if any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of Hazardous Waste, as that term is defined in 6 NYCRR Part 371, upon, beneath, or about the site of the project(s) or migrating or threatening to migrate to or from the site of the project(s), or any violation of applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, regardless of when any such environmental damages arose.

F. Promptly upon receipt of EOH CKWIC Funds by the Corporation, the Corporation shall place such funds in a separate dedicated account, bearing interest at market rates, in a bank located and authorized to do business in New York State. Any EOH CKWIC Funds invested by the Corporation shall be invested in a manner consistent with the State Comptroller's guidelines for municipalities.

All of the provisions of this Section IV shall survive the expiration or other termination of this Agreement.

V. TERM:

This Agreement shall commence upon execution (the "Commencement Date") and terminate upon full expenditure of the EOH CKWIC Funds and full compliance with the reporting requirements and records retention requirements herein, unless terminated sooner in accordance with the provisions hereof. No project commenced prior to January 1, 2011 shall receive financing hereunder.

In the event the County determines that there has been a breach by the Corporation of any of the terms of this Agreement, including without limitation, use of the EOH CKWIC Funds for ineligible costs or failure to submit required reports regarding expenditure of such funds, 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. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

Upon receipt of notice that the County is terminating this Agreement, the Corporation shall deliver all records and funds as directed by the County. It is expressly agreed and acknowledged that NYCDEP may enforce the County rights hereunder.

Any monies paid to the County pursuant hereto shall be returned to the EOH IMA trust account established by Act No. 186- 2011 or returned to the EOH WQIP Fund as may be appropriate.

VI. MISCELLANEOUS:

- 1. It is acknowledged and agreed that any terms defined in the above "Whereas Clauses" are incorporated by reference into the body of this Agreement.
- 2. Any term used herein and not defined shall have the meaning as set forth in the IMA.
- 3. Except as expressly set forth, nothing herein is intended or shall be construed to confer upon or give any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement. Notwithstanding the foregoing, it is expressly acknowledged and agreed that the NYCDEP is an express third party beneficiary hereunder.
- 4. All notices of any nature referred to in this Corporation Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified

mail, postage pre-paid), as 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. Notices shall be sent to all of the following:

To the County: County Executive Michaelian Office Building – 9th floor 148 Martine Avenue White Plains, New York 10601

with a copy to: County Attorney Michaelian Office Building – 6th floor 148 Martine Avenue White Plains, New York 10601

To the Corporation: East Of Hudson Watershed Corporation Attn: Office of the President 2 Route 164 Patterson, New York 12563

with a copy to: George A. Rodenhausen, Esq. Rapport Meyers LLP 20 Spring Brook Park Rhinebeck, NY 12572

To NYCDEP: New York City Department of Environmental Protection Watershed Lands and Community Planning 465 Columbus Avenue, Suite 270 Valhalla, New York 10595 Attn: EOH Community Planning

with a copy to: New York City Department of Environmental Protection Bureau of Legal Affairs 59-17 Junction Boulevard Corona, New York 11368 Attn: General Counsel

5. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By:_____ Name: Title:

EAST OF HUDSON WATERSHED CORPORATION

By Name: MARY BETH Title:

Authorized and approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 26th day of January 2012.

Approved as to form and manner of execution

Associate County Attorney The County of Westchester

ACKNOWLEDGEMENT

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the 1 day of \int_{UNC} 2012 before me, the undersigned, personally appeared Mary Beth Hurp Ly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

PATRICIA KALBA Notary Public, State of New York No. 01KA6080158 Qualified in Westchester County My Commission Expires Sept. 9, 2014 I, David P. Kelly, certify that I am the Scretary of the East of Hudson Watershed Corporation (the "Corporation"), a not-for-profit local developement corporation duly organized and in good standing under the Not-For-Profit Corporation Law named in the foregoing agreement; that Mary Beth Murphy, who signed said agreement on behalf of the Corporation was, at the time of execution the President of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

David P. Kelly

STATE OF NEW YORK

) ss.: COUNTY OF WESTCHESTER)

)

On the <u>7</u> day of <u>May</u> in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared David P. Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Sindan

Notary Public

CATHERINE GIORDANO Notary Public, State of New York No. 01Gi6123038 Qualified in Dutchess County Term Expires Feb. 28, 2013 IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By:_ EDWARD RURSU Name: Title:

Lille: Consissioner of Clance

EAST OF HUDSON WATERSHED CORPORATION

By ____ Name: Title:

Authorized and approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 26th day of January 2012.

Approved as to form and manner of execution

Associate County Attorney The County of Westchester

ACKNOWLEDGEMENT

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On the day of JUNE 2012 before me, the undersigned, personally appeared Edward Buroushs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary Public, Westchester County

MARK D. MASSARI Notary Public, State of New York No. 01MA6100785 Qualified in Westchester County **Commission Expires** 10/27/2015

SCHEDULE "A"

Right of Object Letter, including Schedule "A" thereto

×.

[attached hereto]



Robert P. Astorino County Executive

Department of Planning Edward Buroughs, AICP Commissioner

September 30, 2011

NOTICE TO CERTAIN PARTIES TO THE NEW YORK CITY WATERSHED MEMORANDUM OF AGREEMENT (EAST OF HUDSON)

Re: Notice of Preliminary Decision for Use of East of Hudson Water Quality Investment Funds for the Implementation of Stormwater Retrofit Projects for the Towns of Bedford, Cortlandt, Lewisboro, New Castle, North Castle, North Salem, Pound Ridge, Somers and Yorktown and the Village of Mt. Kisco.

Ladies and Gentlemen:

Pursuant to Paragraph 107(f) of the New York City Watershed Memorandum of Agreement of January 21, 1997 ("MOA"), Westchester County hereby notifies you of its preliminary decision to fund and implement the projects set forth in Schedule "A" hereto (the "Projects") using East of Hudson Water Quality Investment Program Fund ("EOHWQIP") earnings pursuant to Paragraph 140 of the MOA. Pursuant to the provisions of Paragraph 107(f), you have fifteen (15) days from the date of mailing of this notice to object to this preliminary decision, or to petition the decisionmaker for an additional fifteen (15) day period to raise an objection.

An objection must be in writing, set forth the grounds for the objection, and be sent by regular mail (concurrent with the execution of an affidavit of service) to the County of Westchester, the Watershed Protection and Partnership Council ("WPPC") Executive Committee, project sponsor and all parties entitled to object. Objections or petitions should be addressed to Edward Buroughs, AICP, Commissioner of Planning, 432 Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601. The names and addresses of the parties entitled to object are on the attached distribution list. Mailings to the Executive Committee should be addressed to William C. Harding, Executive Director, WPPC, NYS Department of State, 2 John Walsh Boulevard, Peekskill, New York 10566.

Project Description

The twelve (12) Westchester municipalities with land area in the New York City Watershed have jointly entered an intermunicipal agreement, dated May 27, 2008, to create the Croton/Kensico Watershed Intermunicipal Coalition ("CKWIC") with the intent to cooperate on achieving their shared goal of meeting the requirements of USEPA Phase II Federal Stormwater Regulations which requires regulated small municipal separate storm sewer systems ("MS4s") to obtain a New York State Department of

Page 2 of 4 Notice of Preliminary Decision to Utilize EOHWQIP Funds September 30, 2011

Environmental Conservation ("NYSDEC") State Pollutant Discharge Elimination System ("SPDES") permit for stormwater discharges. The ten (10) Towns/Village (defined below) in the Croton watershed proposed a regional stormwater retrofit plan (the "Plan") to meet certain MS4 permit requirements and NYSDEC has approved the plan. The Towns/Village have requested the use of \$10 million in EOH WQIP funds to assist in implementation of the Plan. The County is proposing to enter into a five-year intermunicipal agreement (the "IMA") with the towns of Bedford, Cortlandt, Lewisboro, New Castle, North Castle, North Salem, Pound Ridge, Somers, Yorktown and the village of Mount Kisco (the "Towns/Village") for the purpose of disbursing the requested funds to finance the Projects. The Towns/Village are currently in the process of forming an independent locally-based and locally administered not-for-profit corporation, to be organized under Section 1411 of the New York State Not-For-Profit-Corporation Law, or some comparable legal entity, for the purpose of administering, organizing, implementing and maintaining projects to achieve compliance with the retrofit requirements of NYSDEC's MS4 SPDES General Permit No. GP-0-10-002, anticipated to be known as the East of Hudson Watershed Corporation (the "Corporation"). Following its creation, the rights and responsibilities of the municipalities under the IMA may be assigned to the Corporation.

The Towns/Village will utilize the \$10 million in EOH fund earnings, along with any additional grants or other sources of funding, to fund overall program administration costs and eligible costs incurred by each municipality in connection with the administration, design, construction management, construction and operation and maintenance of the eligible Projects identified in the Plan and set forth in Schedule "A". In addition to the Projects identified in Schedule "A," any additional project or projects ("Additional Project(s)"), which qualify as BPMs (defined below), shall be deemed incorporated into Schedule "A" by reference, provided that such Additional Project(s) are added to the Plan and approved by NYSDEC. Such Additional Project(s) shall be deemed added to Schedule "A" when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Plan, as well as a copy of the NYSDEC approval letter. It is acknowledged that no further approval shall be sought or required for any such Additional Project(s).

Section 140(b)(v) of the MOA lists "Stormwater Best Management Practices ("BPMs") at existing concentrated areas of impervious surfaces to the extent such BMPs are necessary to correct or reduce existing erosion and/or pollutant loadings" as eligible expenses for the EOH WQIP funds.

Section 140(b)(x) of the MOA lists "administrative costs and expenses reasonably allocable to the designing, planning, environmental assessment, permitting, acquisition, financing, constructing, and installing of any Eligible Project" as eligible expenses for the EOH WQIP funds.

Section 140(c)(iii) of the MOA lists "operation and maintenance costs directly related to or resulting from [an eligible] project" as eligible expenses for earnings on the EOH WQIP funds.

Repository

A repository of information on the Projects is available for all parties to review during business hours at the Westchester County Department of Planning, Room 432 Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601. Page 3 of 4 Notice of Preliminary Decision to Utilize EOHWQIP Funds September 30, 2011

Authorizing Resolution

The Northern Westchester Watershed Committee ("NWWC") approved a resolution requesting that the Westchester County Board of Legislators approve an allocation from the EOH WQIP Fund for the project listed above at their June 2, 2011 meeting.

Legislation will be presented to the Westchester County Board of Legislators seeking approval of the IMA and disbursement of EOH WQIP funds in an amount not to exceed \$10 million to the Towns/Village for the Projects.

Sincerely,

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k.A

Edward Buroughs, AICP, Commissioner Westchester County Department of Planning

EEB/tsc

ec: George Oros Joseph Kenner Robert F. Meehan, Esq. Tina Seckerson Gina D'Agrosa Tracey Corbitt

Project Names/Descriptions

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1. Stormwater Implementation Grant Match

2. MS4 Retrofit Projects (subject to NYSDEC final approval)

EOH Fund \$250,000 \$9,750,000

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Estimated

			Cost to
Retrofit ID	Municipality	Proposed Treatment Option	Implement
B-CR-05C	Bedford	Extended Detention	\$350,000
B-MU-01	Bedford	Created Wetland	\$350,000
B-MU-02	Bedford	Extended Detention	\$350,000
B-MU-03	Bedford	Infiltration	\$350,000
B-MU-04A	Bedford	Stabilization (Channel)	\$25,000
B-MU-04B	Bedford	Filtering Practice	\$125,000
B-MU-05A	Bedford	Bioretention	\$125,000
B-MU-05B	Bedford	Swale	\$350,000
B-MU-07	Bedford	Additional Storage	\$350,000
B-MU-09	Bedford	Swale	\$350,000
B-MU-10	Bedford	Extended Detention	\$125,000
B-MU-11	Bedford	Swale	\$125,000
B-MU-12	Bedford	Infiltration	\$350,000
B-MU-13	Bedford	Swale	\$350,000
B-MU-14	Bedford	Extended Detention, Vegetation	\$125,000
B-MU-15	Bedford	Swale	\$125,000
B-MU-16	Bedford	Swale	\$350,000
B-MU-17	Bedford	Extended Detention	\$350,000
B-MU-19	Bedford	Infiltration	\$350,000
B-MU-20	Bedford	Wet Pond	\$125,000
B-MU-21	Bedford	Hydrodynamic Separator, Infiltration Trench	\$125,000
B-MU-22	Bedford	Hydrodynamic Separator	\$25,000
B-NCR-06A	Bedford	Extended Detention	\$125,000
B-NCR-06B	Bedford	Extended Detention	\$125,000
B-NCR-18	Bedford	Extended Detention	\$125,000
C-NC-01	Cortlandt	Bioretention Stabilization	\$125,000
C-NC-01A	Cortlandt	Stabilization	\$25,000
C-NC-02	Cortlandt	Extended Detention Wet Pond	\$125,000
C-NC-02A	Cortlandt	Bioretention Swale	\$25,000
C-NC-02B	Cortlandt	Bioretention	\$125,000
C-NC-03	Cortlandt	Bioretention	\$125,000
C-NC-04	Cortlandt	Bioretention Swale	\$125,000
L-CR-09A	Lewisboro	Additional Storage	\$350,000
L-CR-09B	Lewisboro	ED Wetland	\$350,000
L-CR-09C	Lewisboro	Extended Detention	\$350,000
L-CR-10A	Lewisboro	Extended Detention	\$350,000
L-CR-10B	Lewisboro	Extended Detention	\$350,000
L-CR-11A	Lewisboro	Additional Storage	\$125,000
L-CR-11B	Lewisboro	Dry Swale	\$125,000

L-CR-11C	Lewisboro	RSC	\$350,000
L-CR-11D	Lewisboro	Infiltration	\$125,000
L-CR-11E	Lewisboro	Dry Swale	\$125,000
L-CR-12	Lewisboro	Infiltration	\$350,000
L-CR-13	Lewisboro	Pocket Pond	\$125,000
L-CR-14	Lewisboro	Infiltration	\$125,000
L-CR-16	Lewisboro	Detention Basin, Channel Stabilization	\$25,000
L-CR-17	Lewisboro	Channel Stabilization	\$25,000
L-CR-25	Lewisboro	Forebay	\$125,000
L-MU-01A	Lewisboro	Infiltration	\$350,000
L-MU-01B	Lewisboro	Dry Swale	\$125,000
L-MU-04A	Lewisboro	Pocket Pond	\$350,000
L-MU-05A	Lewisboro	Infiltration	\$350,000
L-MU-05B	Lewisboro	Dry Swale	\$125,000
L-MU-06	Lewisboro	Pond and Dry Swale	\$350,000
L-MU-07A	Lewisboro	Wet Pond	\$350,000
L-MU-07B	Lewisboro	Wet Pond	\$350,000
L-MU-08	Lewisboro	Additional Storage	\$350,000
L-MU-19	Lewisboro	Vegetative buffer	\$25,000
MK-NC-01	Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-02	Mount Kisco	Filtering Practice Must Be Under Pavement	\$350,000
MK-NC-03 MK-NC-04	Mount Kisco Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-04 MK-NC-05	Mount Kisco	Filtering Practice Must Be Under Pavement Wet Pond Created Wetland Bioretention	\$750,000
MK-NC-05	Mount Kisco	Filtering Practice Must Be Under Pavement	\$125,000 \$750,000
MK-NC-07	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-09	Mount Kisco	Replace Culvert Install Sluice Gate	\$125,000
MK-NC-10	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-11	Mount Kisco	Filtering Practice Must Be Under Pavement	\$750,000
MK-NC-12	Mount Kisco	Bioretention Filtering Practice Swale	\$350,000
MK-NC-13A	Mount Kisco	Infiltration Rooftop Disconnect	\$125,000
MK-NC-13B	Mount Kisco	Bioretention	\$125,000
MK-NC-14	Mount Kisco	Bioretention	\$350,000
MK-NC-16	Mount Kisco	Bioretention	\$350,000
MK-NC-17	Mount Kisco	Removal of Impervious Surface	\$25,000
MK-NC-20	Mount Kisco	Wet Pond Bioretention Stabilization	\$125,000
MK-NC-21	Mount Kisco	Bioretention	\$125,000
MK-NC-22	Mount Kisco	Bioretention	\$350,000
MK-NC-25	Mount Kisco	Filtering Practice	\$750,000
MK-NC-26	Mount Kisco	Wet Pond	\$125,000
MK-NC-27	Mount Kisco	Bioretention	\$125,000
MK-NC-28	Mount Kisco	Stabilization	\$25,000
MK-NC-29	Mount Kisco	Wet Pond	\$125,000
NewC-NCR-01	New Castle	Forebay	\$125,000
NewC-NCR-02	New Castle	Extended Detention	\$125,000
NewC-NCR-03	New Castle	Extended Detention	\$350,000
NewC-NCR-04A	New Castle	Wet Pond	\$350,000

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NewC-NCR-04B	New Castle	Extended Detention	\$350,000
NewC-NCR-05	New Castle	Extended Detention	\$125,000
NewC-NCR-06	New Castle	Wet Pond	\$350,000
NewC-NCR-07	New Castle	Extended Detention	\$125,000
NewC-NCR-08	New Castle	Forebay	\$125,000
NewC-NCR-09	New Castle	Extended Detention	\$350,000
NewC-NCR-10	New Castle	Extended Detention	\$125,000
NewC-NCR-11A	New Castle	Extended Detention	\$350,000
NewC-NCR-11B	New Castle	Filtering Practice	\$350,000
NewC-NCR-11C	New Castle	Extended Detention	\$350,000
NewC-NCR-12A	New Castle	Wet Pond	\$750,000
NewC-NCR-12B	New Castle	Infiltration	\$125,000
NewC-NCR-12C	New Castle	Infiltration	\$125,000
NewC-NCR-13	New Castle	Infiltration	\$350,000
NewC-NCR-14	New Castle	Pocket Pond	\$350,000
NewC-NCR-15	New Castle	Infiltration	\$350,000
NewC-NCR-16A	New Castle	Extended Detention	\$125,000
NewC-NCR-16B	New Castle	Infiltration	\$25,000
NewC-NCR-17C	New Castle	Wet Pond	\$350,000
NewC-NCR-18	New Castle	Infiltration	\$125,000
NewC-NCR-19A	New Castle	Wet Pond	\$750,000
NewC-NCR-20A	New Castle	Extended Detention	\$350,000
NewC-NCR-21	New Castle	Bioretention	\$125,000
NewC-NCR-29	New Castle	Dry Swale	\$125,000
NewC-NCR-30	New Castle	Dry Swale	\$125,000
NewC-NCR-32	New Castle	Road Stabilization	\$125,000
NorC-NCR-001	North Castle	Extended Detention	\$350,000
NorC-NCR-002	North Castle	Wet Pond	\$125,000
NorC-NCR-003	North Castle	Wet Pond	\$350,000
NS-MU-01A	North Salem	Extended Detention	\$350,000
NS-MU-01B	North Salem	Infiltration	\$125,000
NS-MU-01C	North Salem	Bioretention	\$125,000
NS-MU-02A	North Salem	Extended Detention	\$125,000
NS-MU-02B	North Salem	Extended Detention	\$350,000
NS-MU-04	North Salem	Wet Pond	\$350,000
NS-MU-05	North Salem	Wet Pond	\$350,000
NS-MU-08	North Salem	Infiltration, Stabilization	\$125,000
NS-MU-09	North Salem	Stabilization	\$350,000
NS-MU-10	North Salem	Extended Detention	\$350,000
NS-MU-11	North Salem	Extended Detention	\$350,000
NS-MU-12	North Salem	Extended Detention	\$350,000
NS-MU-13	North Salem	Extended Detention	\$350,000
NS-MU-14	North Salem	Channel Stabilization	\$25,000
NS-T-03A	North Salem	Extended Detention	\$125,000
NS-T-03B	North Salem	Extended Detention	\$125,000
NS-T-15	North Salem	Channel Stabilization	\$125,000
PR-CR-10	Pound Ridge	Roof Disconnect	\$25,000

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PR-CR-8	Pound Ridge	Bioretention	\$350,000
PR-CR-9	Pound Ridge	Bioretention	\$125,000
PR-MU-1	Pound Ridge	Bioretention	\$125,000
PR-MU-10	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-11	Pound Ridge	Roof Disconnect	\$25,000
PR-MU-2	Pound Ridge	Stabilization	\$25,000
PR-MU-3	Pound Ridge	Bioretention	\$125,000
PR-MU-4	Pound Ridge	Infiltration	\$125,000
PR-MU-7	Pound Ridge	Bioretention	\$125,000
S-AM-05	Somers	Created wetland	\$350,000
S-AM-06	Somers	Extended detention/wet pond	\$125,000
S-AM-07	Somers	Bioretention	\$125,000
S-AM-08	Somers	Wet pond	\$125,000
S-AM-21	Somers	Bioretention	\$125,000
S-MU-01	Somers	Infiltration	\$125,000
S-MU-03a	Somers	Water Quality Recharge & Channel Protection	\$350,000
S-MU-03b	Somers	Water Quality Recharge & Channel Protection	\$750,000
S-MU-04	Somers	Extended detention	\$125,000
S-MU-09A	Somers	Infiltration	\$125,000
S-MU-09B	Somers	Infiltration	\$125,000
S-MU-09C	Somers	Bioretention	\$125,000
S-MU-09D	Somers	Bioretention	\$125,000
S-MU-09E	Somers	Infiltration Wet need	\$125,000 \$125,000
S-MU-10	Somers Somers	Wet pond	\$125,000
S-MU-11 S-MU-14	Somers	Wet pond Wet pond	\$350,000
S-MU-14	Somers	Created wetland	\$350,000
S-MU-16	Somers	Infiltration	\$350,000
S-MU-17	Somers	Bioretention	\$125,000
S-MU-18	Somers	Bioretention	\$125,000
S-MU-19A	Somers	Created wetland	\$125,000
S-MU-19B	Somers	Bioretention and Wet ponds	\$750,000
S-MU-20	Somers	Created wetland	\$125,000
S-MU-22	Somers	Bioretention	\$350,000
S-MU-23	Somers	Stabilization (Channel)	\$125,000
S-MU-24	Somers	Created wetland	\$350,000
S-MU-25	Somers	Stabilization (Channel)	\$350,000
S-MU-26	Somers	Sediment Trap	\$125,000
S-MU-28	Somers	Stabilization	\$125,000
S-MU-30	Somers	Stabilization	\$125,000
Y-MU-01A	Yorktown	Swale	\$350,000
Y-MU-01B	Yorktown	Extended Detention	\$125,000
Y-MU-01C	Yorktown	Extended Detention	\$350,000
Y-MU-03	Yorktown	Swale	\$125,000
Y-MU-04	Yorktown	Extended Detention	\$125,000
Y-MU-06	Yorktown	Wet Pond	\$750,000
Y-MU-07	Yorktown	Swale	\$125,000

Y-MU-08	Yorktown	Swale	\$125,000
Y-MU-09	Yorktown	Infiltration	\$ 750,000
Y-MU-10	Yorktown	Swale	\$125,000
Y-MU-11A	Yorktown	Extended Detention/Reforestation	\$ 750,000
Y-MU-11B	Yorktown	Bioretention	\$125,000
Y-MU-11C	Yo rktown	Bioretention	\$125,000
Y-MU-11E	Yorktown	Wet Pond	\$350,000
Y-MU-LIF	Yorktown	Swale	\$125,000
Y-MU-11G	Yorktown	Grass Channel	\$25,000
Y-MU-12	Yorktown	Swale	\$125,000
Y-MU-13	Yorktown	Swale	\$125,000
Y-MU-14	Yorktown	Extended Detention	\$350,000
Y-MU-15	Yorktown	Extended Detention	\$125,000
Y-MU-17A	Yorktown	Bioretention	\$125,000
Y-MU-17B	Yorktown	Bioretention	\$25,000
Y-MU-18	Yorktown	Swale	\$125,000
Y-MU-19	Yorktown	Wet Pond	\$350,000
Y-MU-20	Yorktown	Bioretention	\$125,000
Y-MU-24	Yorktown	Extended Detention	\$750,000
Y-MU-25	Yorktown	Swale	\$125,000
Y-NCR-16	Yorktown	Extended Detention	\$350,000
Y-NCR-22	Yorktown	Wet Pond	\$350,000
Y-NCR-23	Yorktown	Swale	\$125,000

In addition to the above listed projects, any additional project or projects ("Additional Project(s)"), which qualify as a Stormwater Best Management Practices in accordance with Section 140(b)(v) of the MOA, shall be deemed incorporated into this Schedule A by reference, provided that such Additional Project(s) are added to the Regional Stormwater Retrofit Plan (the "Plan") and approved by NYSDEC. Such Additional Project(s) shall be deemed added to this Schedule A when the Commissioner of Planning is provided with a list of such projects, a copy of the amended Plan, as well as a copy of the DEC approval. It is acknowledged that no further approval shall be sought or required for any such Additional Project(s).

All Projects set forth in Schedule A shall include project administrative costs as may be reasonably allocable to the project, pursuant to Section 140 (b)(x)of the MOA, and operation and maintenance costs ("O&M") directly related to or resulting from the project as set forth in Section 140 (c)(iii). Lastly it is acknowledged that the amounts listed herein are estimates subject to change.

EOH FUND TOTAL

SCHEDULE "B"

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Form of

NYCDEP's Reporting Spreadsheet

[attached hereto]

dony Project frame at	-	Los Man					Funds C	Funds Committed as of 12/31/11	11/15/2						and Cased Calendar Your 2011			
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SCHEDULE "C"

STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Corporation from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Corporation 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 Corporation until such time as the Corporation shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Corporation 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 NYS form CE-200, available to download at: <u>www.wcb.state.ny.us</u> (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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.

(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.

(e) Corporation's Professional Liability. The Corporation shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Corporation 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 abovedescribed 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 Corporation.

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

NOTEPAD:	HOLDER CODE	COUWES2 Town of Bedford	BEDFO-2 OP ID: MP	PAGE 2 DATE 05/07/12
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		Client#: 80	386				BEDFO			
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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self- Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
Town of Bedford 321 Bedford Road Bedford Hills, NY 10507	914-666-8283
1b. Effective Date of Membership in the Group <u>01/01/2010</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Westchester County Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by:	Douglas J. Hayden (Print name of authorized representative of	<u>01/01/2012 – 12/31/2012</u> the Group Self-Insurer) Date
	Daugha J. Haylow	
Certified by:	(Signature)	а ————————————————————————————————————
Title:	PROGRAM MANAGER/PRES	SIDENT
Telephone Number	516-750-9405	



STATE OF NEW YORK WORKERS' COMPENSATION BOARD 180 LIVINGSTON STREET BROOKLYN, N. Y. 11248

> (718) 802-6796 Room 514

THIS AGENCY EMPLOYS AND SER PEOPLE WITH DISABILITIES WITH DISCRIMINATION.

May 21, 1991

Mr. Thomas F. Wood Town Attorney Town of Cortlandt 153 Albany Post Road Buchanan, NY 10511

Re: Self-Insurance - Workers Compensation Law Town of Cortlandt Carrier I.D. No. W816078

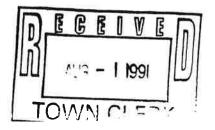
Dear Mr. Wood:

This is to notify you that the **Town of Cortlandt** has been accepted as a self-insurer under the Workers' Compensation Law effective January 1, 1991.

Very truly yours,

Jack M. Leicher, Director W.C. Regulatory Services

cc: Oracle Management Services 155 White Plains Road Tarrytown, NY 19591



RESOLUTION

(A RESOLUTION AUTHORIZING THE TOWN TO BECOME SELF INSURED AND CANCELLING THE NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION INSURANCE POLICY)

WHEREAS, the Town Board has reviewed a proposal by Oracle Management Services, of Tarrytown, New York that would manage the Town's Workers' Compensation Benefits, and

WHEREAS, the Town Board has determined that it would be less costly for the Town to self-insure for up to TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS for any Workers' Compensation claim that may be filed, and

WHEREAS, the Town Board is desirous of implementing a self-insured Workers' Compensation Program,

NOW THEREFORE, BE IT RESOLVED, that effective at 12:01 A.M., January 1, 1991, the Town of Cortlandt, County of Westchester, and State of New York, elects to self-insure its liability for Workers' Compensation benefits including medical expenses and

BE IT FURTHER RESOLVED, that the Town hereby elects to exclude from its Workers' Compensation coverage all employees covered under Section 207C of the General Municipal Law, and

BE IT FURTHER RESOLVED that the Town Board does hereby authorize the Supervisor to execute a Management Agreement with Oracle Management Services, at 155 White Plains Road, Tarrytown, New York 10591 for a sum not to exceed TWENTY SIX THOUSAND DOLLARS (\$26,000.00) for the management and processing of the Workers' Compensation claims and

BE IT FURTHER RESOLVED that the Supervisor be and hereby is authorized to execute any documents necessary to obtain excess liability coverage to insure the Town on its Workers' Compensation losses in excess of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS and

BE IT FURTHER REBOLVED that the Town Board does hereby cancel its coverage with the New York State Insurance Fund effective as of midnight, December 31, 1990, and the Town Clerk be and hereby is directed and authorized to forward a letter of termination to the New York State Insurance Fund.

> BY ORDER OF THE TOWN BOARD TOWN OF CORTLANDT BY: HARRIET L. BOYLE TOWN CLERK

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The ACORD name and logo are registered marks of ACORD

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			SAGU GOOUDDENOE		
(001	06/01/11		EACH OCCURRENCE	\$	1,000,000
		06/01/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
			MED EXP (Any one person)	\$	5,00
			PERSONAL & ADV INJURY	\$	1,000,000
			GENERAL AGGREGATE	\$	2,000,00
			PRODUCTS - COMP/OP AGG	\$	2,000,000
			Emp Ben.	\$	1,000,000
			COMBINED SINGLE LIMIT	\$	1,000,000
K001	06/01/11	06/01/12	(Ea accident)	-	
				\$	
			(Per accident)	\$	
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			EACH OCCURRENCE	\$	10,000,00
	00/04/44	00/04/40	AGGREGATE	\$	20,000,00
K001	06/01/11	06/01/12		\$	
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01	06/01/11	06/01/12			
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CI BI		CERTIFICATE IS ISSUED AS A M IFICATE DOES NOT AFFIRMATI W. THIS CERTIFICATE OF INSI ESENTATIVE OR PRODUCER, AM	NAT VEL URA	TER Y OR	OF INFORMATION ONLY NEGATIVELY AMEND, DOES NOT CONSTITUT		CONFERS N	O RIGHTS U	JPON THE CERTIFICAT	E HO	E POLICIES
IN th	POI e te	RTANT: If the certificate holder i rms and conditions of the policy, cate holder in lieu of such endors	s ar cerf	a ADC tain p	DITIONAL INSURED, the policies may require an er	policy(i ndorser	ies) must be ment. A state	endorsed. ement on th	If SUBROGATION IS W is certificate does not c	AIVE	D, subject to rights to the
PRO	_		enne		-628-1700	CONTAG	CT Mary Elle	en Pepi			
Spa 625 Mah	in A Roi opa	Agency, Inc. ute 6 ac, NY 10541		845	5-628-1804	PHONE (A/C, No	ss: mpepi@s CER MER ID #:MTK	8-4500		845-6	528-1804
MIC	iae	l H. Spain					INS	URER(S) AFFOR	RDING COVERAGE	-	NAIC #
INSU	RED	Village/ Town of Mount K	isco)			RA:NY Mun	icipal ins H	Reciprocal		
		Risk Manager 104 Main Street				INSURER B :					
	Mount Kisco, NY 10549					INSURE				_	
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CO	/ER	AGES CER	TIFI	CATI	ENUMBER:				REVISION NUMBER:		
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INSR LTR	1	TYPE OF INSURANCE					POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GE	NERAL LIABILITY		-39					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,00
Α	Х	COMMERCIAL GENERAL LIABILITY	X	X	MPLVMTK001		06/01/11	06/01/12	PREMISES (Ea occurrence)	\$	50,00
		CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5,00 1,000,00
	-								PERSONAL & ADV INJURY	\$	2,000,00
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A	X	ANY AUTO ALL OWNED AUTOS							BODILY INJURY (Per person)	\$	
		SCHEDULED AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE		
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				2						\$	
		UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	5	10,000,00
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	i ir vi	andatory in NH) es, describe under SCRIPTION OF OPERATIONS below							E L DISEASE - POLICY LIMIT		
A	And in case of the local division of the loc	perty Section		1	MPLVMTK001		06/01/11	06/01/12			
A	Equ	Ipment Floate	t	1	MIMVMTK001		06/01/11	06/01/12			
DES RE:	EO	TION OF OPERATIONS / LOCATIONS / VEHIC HWC IMA of Westchester is included as A contract or written agreement. (ontributory; Waiver of Subrogati	\ d di	tions	Insured as required by	у.					
CE	RTI	FICATE HOLDER				CAN	CELLATION				
		County of Westchester Department of Planning			COUWES2	THE	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE (IEREOF, NOTICE WILL CY PROVISIONS.	BE C	ELLED BEFORE DELIVERED IN
		148 Martine Avenue White Plains, NY 10601				AUTHO	bchaef)Hspc	un		
L							© 1988	3-2009 ACO	RD CORPORATION. A	ll rigt	nts reserved.

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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating In Group Self-Insurance (Use Street Address Only)	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"
Village/Town of Mount Kisco 104 Main Street Mount Kisco, NY 10549	James Palmer, Village Manager (914) 241-0500
	1e. NYS Unemployment insurance Employer Registration Number of business referenced in box "1a"
1b. Effective Date of Membership in the Group 06/01/1992	
1c. The Proprietor, Partners, or Executive Officers are X Included (only check box if all partners/officers included)	1f. Federal Employer Identification Number of Business referenced in Box "1a".
all excluded or certain partners/officers excluded	136007304
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer
Westchester County Dept. of Planning 148 Martine Avenue White Plains, NY 10601	Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250
RE: Proof of Workers' Compensation Coverage; Effective through 6/1/2013;	
Re: EOHWC (IMA)	

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by:		olf Incurar)
	(Print name of authorized representative of the Group S	en-msurer)
Certified by:	m. ho	05/23/2012
Ocraned by:	Signature	Date
Title:	President	
Telephone Number:	1-888-737-6269	

GSI-105.2 (2-02)

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WORKERS COMPENSATION LAW

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Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contact for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

GSI-105.2 (2-02) Reverse

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t	IPORTANT: If the certificate holder is a te terms and conditions of the policy, ca ertificate holder in lieu of such endorsen	ertain p	elicies may require an en	dorsement. A stat	endorsed. Iement on thi	If SUBROGATION IS W/	AIVED, xifer r	subject to ights to the
-	DUCER		-587-1000	CONTACT NAME:		1.810		
	rshall & Sterling, Inc.	845	5-567-1030	PHONE (A/C. No, Ext):		AVC. Not		
	i Executive Drive, Suite 300 w Windsor, NY 12553		ļ	AVG. No. Ext): E-MAIL ADDRESS: PHODUCES				
	anna K. Zawistowski			CUSTOMER ID #; NEW				
				INSURER A : US Spe		DING COVERAGE		NAIC #
IN-SH.	JRED Town of New Castle 200 South Greeley Avenue			INSURER B : US SPE				
	Chappaque, NY 10514		ł	INSURER C :	Giang man			
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co	VERAGES CERTI	FICATE	ENUMBER:			REVISION NUMBER:		
H C	HIS IS TO CERTIFY THAT THE POLICIES O NDICATED. NOTWITHSTANDING ANY REGI- CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH PO	UIREMEN RTAIN, DLICIES.	NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMIT'S SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	S DESCRIBED PAID CLAIMS.	Document with respect D Herein IS Subject To	31 10	WHICH THIS I
INSK		DDLISUBR	POLICY NUMBER	POLICY EFF (MM/OD/YYYY)	POLICY EXP (MM/DD/YYYY)	להאנט	8	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY		RPKG80320058	08/31/11	08/31/12	DAMAGE TO RENTED PREMISES (Es occurrence)		1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	5	5,000
	X Employee Benefits		RPKG80320058	08/31/11	08/31/12	PERSONAL & ADV INJURY	6	1,000,000
						GENERAL AGGREGATE	3	3,000,000
	GENT AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPACE AGG	5	3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Egi uccidunt)	8	1,000,000
A	X ANY AUTO		RPKG80320058	08/31/11	08/31/12	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS					BODILY INJURY (Par ecoidant)	3	
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per eccident)	*	
	X HIRED AUTOS					(1.0) mooranting	8	
	X NON-OWNED AUTOS						3	
	UNBRIELLA LIAB X OCCUR					EACH OCCURRENCE	8	10,000,000
	EXCESS LIAS CLAIMS-MADE					AGGREGATE	8	10,000,000
B			RPKG80320058	08/31/11	08/31/12		3	
	X RETENTION 1 10,000						\$	
	WORKERS COMPENSATION					TORY LIMITS ER		
		I/A				E.L. EACH ACCIDENT	5	
	(Mandatory in NH)					EL DISEASE - EA EMPLOYEE		2 - 11 - 11 - 1
	If yes, describe under DESCRIPTION OF OPERATIONS below			50/94/44	00/34/43	EL DISEASE - POLICY LIMIT	\$	1,000,000
A			RPKG80320055	08/31/11	08/31/12	Aggregate		3,000,000
	Liablity					Ling Bara		
Co	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE unity of Westchester is provided additi itten contract or agreement	s (Altach onal in	ACORD 101, Additional Remarks : sured status when requi	Behedule, if more epace i lifed by	(ndrivnia)			
				CANCELLATION	3			
Г ⁰	RIFICATE HOLDER		COUNWES					
	County of Westchester	125		THE EXPIRATIO	ON DATE TH	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		
	Michaellan Office Building 148 Martine Avenue White Plains, NY 10601	£.		AUTHORIZED REPRES	ENTATIVE	2		

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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"				
Town of New Castle 200 South Greely Avenue Chappaqua, NY 10514	Penelle Paderewski (914) 238-4774				
	1e. NYS Unemployment insurance Employer Registration Number of business referenced in box "1a"				
1b. Effective Date of Membership in the Group 03/01/1994					
1c. The Proprietor, Partners, or Executive Officers are X included (only check box if all partners/officers Included)	1f. Federal Employer Identification Number of Business referenced In Box "1a".				
all excluded or certain partners/officers excluded	146002331				
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer				
County of Westchester Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250				
RE: Proof of Workers' Compensation Coverage; Effective through 6/1/2013					

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

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Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by:	John Nielsen, President	
	(Print name of authorized representative of the Group Self-Insure	r)
Certified by:	Signifiure	05/18/2012 Date
Title:	President	i serves Terres
Telephone Number:	1-888-737-6269	

GSI-105.2 (2-02)

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WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
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GSI-105.2 (2-02) Reverse

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

the second se					
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Town of New Castle 200 South Greely Avenue Chappaqua, NY 10514	Penelle Paderewski (914) 238-4774				
	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"				
1b. Effective Date of Membership In the Group 03/01/1994					
1c. The Proprietor, Partners, or Executive Officers are X Included (only check box if all partners/officers included)	1f. Federal Employer Identification Number of Business referenced in Box "1a".				
ali excluded or certain partners/officers excluded	146002331				
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer				
County of Westchester Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250				
RE: Proof of Workers' Compensation Coverage; Effective through 6/1/2013					
	02 5				

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Certified by:	John Nielsen, President	
	(Print name of authorized representative of the Gr	oup Self-Insurer)
Certified by:	Signature	05/18/2012
	President	Date
Telephone Number:	1-888-737-6269	

GSI-105.2 (2-02)

CERTIFICATE HOLDER COPY

WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contact for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

GSI-105.2 (2-02) Reverse



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY) 05/18/12

CERTIFICATE DOES NOT AFFI BELOW. THIS CERTIFICATE C REPRESENTATIVE OR PRODUC	RMATIVELY OR NEGATIVELY AM OF INSURANCE DOES NOT CONS ER, AND THE CERTIFICATE HOLDE	ONLY AND CONFERS NO RIGHTS UPON THE CE END, EXTEND OR ALTER THE COVERAGE AFFO TITUTE A CONTRACT BETWEEN THE ISSUING I ER.	ORDED BY THE POLICIES INSURER(S), AUTHORIZED					
IMPORTANT: If the certificate h	older is an ADDITIONAL INSURED), the policy(ies) must be endorsed. If SUBROGAT	TON IS WAIVED, subject to					
the terms and conditions of the	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the							
certificate holder in lieu of such	endorsement(s).							
PRODUCER	845-628-1700	CONTACT Mary Ellen Pepi						
Spain Agency, Inc.	845-628-1804	PHONE (A/C, No, Ext): 845-628-4500	(A/C, No): 845-628-1804					
625 Route 6		E-MAIL ADDRESS: mpepi@spainins.com						
Mahopac, NY 10541								
Brian J. Miles								
Bridit et fillee		INSURER(S) AFFORDING COVERAGE	NAIC #					

INSURED Town of North Castle 15 Bedford Rd Armonk, NY 10504

INSURER F :

CERTIFICATE NUMBER:	REVISION NUMBER:
THE POLICIES OF INSURANCE LISTED BELOW HAVE E	BEEN ISSUED TO THE INSURED NAMED ABOVE FOR
NDING ANY REQUIREMENT, TERM OR CONDITION OF	ANY CONTRACT OR OTHER DOCUMENT WITH RESP

VE FOR THE POLICY PERIOD THIS IS TO CERTIFY THAT TH RESPECT TO WHICH THIS INDICATED NOTWITHSTA CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDLISUBR LIMITS THE OF MELICANCE POLICY NUMBER

INSURER B

INSURER C INSURER D : INSURER E

INSURER A: NY Municipal Ins Reciprocal

TR	TYPE OF INSURANCE	ADDL.			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5		
IR.	GENERAL LIABILITY	INPER	WYD			A	EACH OCCURRENCE	\$	1,000,000	
Δ		x	х	MPLTNOC001	01/01/12	01/01/13	DAMAGE TO RENTED PREMISES (Es occurrence)	\$	50,000	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000	
							PERSONAL & ADV INJURY	\$	1,000,000	
								GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$	1,000,000	
							Emp Ben.	\$	1,000,000	
	AUTOMOBILE LIABILITY				04/04/40	04/04/40	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
A	X ANY AUTO			MCATNOC001	01/01/12	01/01/13	BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	NON-OWNED AUTOS							\$		
	INGIN-OWINED ADTOG				5 - C			\$		
	UMBRELLA LIAB X OCCUR		-				EACH OCCURRENCE	\$	10,000,000	
	X EXCESS LIAB CLAIMS-MADE				04/04/42	01/01/13	AGGREGATE	\$	20,000,000	
Α	DEDUCTIBLE	1	1	MECTNOC001	01/01/12	01/01/15		\$		
	X RETENTION \$							\$		
	WORKERS COMPENSATION	1					WC STATU- TORY LIMITS ER			
	AND EMPLOYERS' LIABILITY Y / N						E.L. EACH ACCIDENT	\$		
	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A					E L DISEASE - EA EMPLOYEE	\$		
	It yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - POLICY LIMIT	s		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Re: IMA (EOH) County of Westchester is included as Additional Insured as required by written contract or written agreement Coverage is Primary & Non-Contributory; Walver of Subrogation shall apply to General Liability.

CERTIFICATE HOLDER		CANCELLATION
County of Westchester Department of Planning 148 Martine Avenue White Plains, NY 10601	COUWES2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

 1a. Legal Name and Address of Business Participating in Group Self- Insurance (Use Street Address Only) Town of North Castle 15 Bedford Road, Town Hall Armonk, NY 10504 	1d. Business Telephone Number of Business referenced in box "1a" 914-273-3322
1b. Effective Date of Membership in the Group 07/01/2005	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are included (only check box if all partners/officers included) all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE
County of Westchester Department of Planning 48 Martine Avenue, 4 th Floor White Plains, NY 10601	CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "Ia" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by:	Eric Hartcorn (Print name of authorized representative of th	<u>07/01/2011 – 06/30/2012</u> ne Group Self-Insurer) Date
Certified by		
Serunda of	(Signature)	
Title:	PROGRAM MANAGER	
Telephone Number	516-750-9409	

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAA 146002347 TOWN OF NORTH SALEM 266 TITICUS ROAD NY 10560 NORTH SALEM

Z 2210 683-5

POLICYHOLDER TOWN OF NORTH SAI 266 TITICUS ROAD NORTH SALEM	_EM NY 10560	CERTIFICATE HOLDER WESTCHESTER COUNTY 148 MARTINE AVENUE WHITE PLAINS NY 10601	
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
7 2210 683-5	60318	06/01/2012 TO 07/01/2012	6/1/2012

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2210 683-5 UNTIL 07/01/2012, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2012 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUNC

DIRECTOR, INSURANCE FUND UNDERWRITING This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790 VALIDATION NUMBER: 493079155

ACORD	CERT	IFI	CATE OF LIA	BIL		SURA	NCE		MM/DD/YYYY) 2012
CERTIFICATE DOES BELOW. THIS CERT REPRESENTATIVE O	NOT AFFIRMATI IFICATE OF INSU R PRODUCER, AN	VELY JRANC	R OF INFORMATION ONL OR NEGATIVELY AMEND CE DOES NOT CONSTITU E CERTIFICATE HOLDER.), EXTEN JTE A C	ID OR ALTI	ER THE CO BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER(IY THE (S), AU	E POLICIES JTHORIZED
IMPORTANT: If the c the terms and conditi certificate holder in lie	ons of the policy,	certai	DDITIONAL INSURED, the n policies may require an t(s).	endorse	es) must be nent. A stat	e endorsed. tement on th	If SUBROGATION IS WA	onfer i	, subject to rights to the
PRODUCER					T Ruth De	simone			
SKCG Group				PHONE (A/C, No	Ext): (914)	761-9000	FAX (A/C, No);	(914) 7	61-3749
123 Main St., 1	4th FL			E-MAIL ADDRES	SS: RDesimo	ne@skcg.	30 m		
								-	NAIC #
White Plains	NY 10	601					. Co. of America urance Co.	a	12572
NSURED	at em					cive inst	urance co.		
IOWN OF NORTH S 266 TITICUS RD	ALEM			INSURE					
				INSURE					
NORTH SALEM	NY 10	560-	1708	INSURE	100.5				
COVERAGES	CER	TIFIC	ATE NUMBER:Westches	ter Co	unty		REVISION NUMBER:		
INDICATED. NOTWITH	STANDING ANY RE		SURANCE LISTED BELOW H EMENT, TERM OR CONDITIC NN, THE INSURANCE AFFOR IES. LIMITS SHOWN MAY HA	N OF AN	Y CONTRAC	T OR OTHER	DOCUMENT WITH RESPE	ест то	WHICH THIS
NSR TYPE OF IN		ADDL S	UBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	1,000,00
		x	s 1687514		5/14/2012	5/14/2013	MED EXP (Any one person)	\$	5,00
					h		PERSONAL & ADV INJURY	\$	1,000,00
							GENERAL AGGREGATE	\$	3,000,00
GEN'L AGGREGATE LIM	•						PRODUCTS - COMP/OP AGG	\$ \$	3,000,00
							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ \$	1,000,00
A ALL OWNED	SCHEDULED		S 1687514		5/14/2012	5/14/2013	BODILY INJURY (Per accident)	\$	
AUTOS - HIRED AUTOS	AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							State surcharge 2	\$	
UMBRELLA LIAB	OCCUR		n/a				EACH OCCURRENCE	\$	
EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$	
DED RETEN			see separate certi	ficate			WC STATU- OTH- TORY LIMITS ER	\$	
AND EMPLOYERS' LIAB	ILITY Y/N		add separate corte	110010			EL EACH ACCIDENT	\$	
OFFICER/MEMBER EXCL (Mandatory in NH)	UDED?	N/A					E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPER	ATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
B Public Offici	als Liab		S 1687515		5/14/2012	5/14/2013	Limit		1,000,00
re: Town's IMA -	S/LOCATIONS/VEHI East of Huds	on Wa	Attach ACORD 101, Additional Rema ater Quality Invest r Liability, per po	ment H	rogram C	ontract.	Additional insur		tatus is
contract. Other	coverages ar	9 9V:	idence of insurance	•					
CERTIFICATE HOLDE	R			CAN	CELLATION	1			
Westcheste	r County			тні	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE IEREOF, NOTICE WILL ICY PROVISIONS.		
148 Martin		01		AUTH	DRIZED REPRES	SENTATIVE			
				Thom		berg/RUTH			<u></u>
ACORD 25 (2010/05)					© 1	988-2010 AC	CORD CORPORATION.	All rie	ahts reserved

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					-		
ACORD [®] CERT	FIFIC	CATE OF LIA	BILITY IN	ISURA	NCE	DATE (M 5/10/	M/DD/YYYY) 2012
THIS CERTIFICATE IS ISSUED AS A	MATTER	R OF INFORMATION ONLY	AND CONFERS	NO RIGHTS	UPON THE CERTIFICA	TE HOL	DER THIS
CERTIFICATE DOES NOT AFFIRMAT	IVELY O	OR NEGATIVELY AMEND.	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	DOI ICIES
BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	ND THE	CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder	is an AD	DITIONAL INSURED, the	policy(les) must b	e endorsed.	If SUBROGATION IS W	VAIVED,	subject to
the terms and conditions of the policy certificate holder in lieu of such endor	, certain sement(;	policies may require an er s).	ndorsement. A sta	itement on tr	his certificate does not	confer rig	ghts to the
PRODUCER			CONTACT Ruth De	esimone			-
SKCG Group	*		PHONE (914)	761-9000	FAX (A/C, No)	(914) 761	-3749
123 Main St., 14th FL			E-MAIL ADDRESS: RDesimo	one@skcg.	COM		
					RDING COVERAGE		NAIC #
	601		INSURER A :Selec	tive Way	Insurance Co.	2	6301
INSURED	120		INSURER B :		2114		
TOWN OF POUND RIDGE 179 WESTCHESTER AVE			INSURER C :				
1/5 WEBICHEBIER AVE			INSURER D :				
POUND RIDGE NY 10	576-1	.741	INSURER E :				
COVERAGES CER	TIFICAT	TE NUMBER:Westcheste	er County		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	OF INSU	URANCE LISTED BELOW HAY	VE BEEN ISSUED T	O THE INSUR	ED NAMED ABOVE FOR	THE POLI	CY PERIOD
INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY	PERTAIN	N. THE INSURANCE AFFORD	ED BY THE POLICI	ES DESCRIBE	D HEREIN IS SUBJECT	ECT TO V	MHICH THIS
EXCLUSIONS AND CONDITIONS OF SUCH	POLICIES	S. LIMITS SHOWN MAY HAVE	E BEEN REDUCED BY	Y PAID CLAIM	S.		TE LERINO,
INSR TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MW/DD/YYYY)	LIMI	TS	
GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED		1,000,000
A COMMERCIAL GENERAL LIABILITY	x	S 1682435	6/18/2011	£/18/2012	PREMISES (Ea occurrence)	s	100,000
	^	S 1082433	·,,	0/10/2012	MED EXP (Any one person)	s	5,000
					PERSONAL & ADV INJURY GENERAL AGGREGATE		1,000,000 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG		3,000,000
X POLICY PRO-						s	
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s 1	1,000,000
A ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)	5	
AUTOS AUTOS		S 1682435	6/18/2011	6/18/2012	BODILY INJURY (Per accident)		
HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$	
UMBRELLA LIAB OCCUR		N/A			PIP-Work loss benefits	\$	2,000
		1949.00		α	AGGREGATE	5	
DED RETENTION \$					HOULDATE	s	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SEE SEPARATE CERT			WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYE	E S	
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	
		N/A					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attac		Schedule. If more space	is required)			
re: EOHWC IMA with Westchest	ar Cou	nty Additional insu	ared status is	s granted		County	for
Liability per policy terms	and con	nditions, when requ	ired by write	ten contr	act.		
CERTIFICATE HOLDER			CANCELLATION				
		3			SCRIBED POLICIES BE		
			THE EXPIRATIO	N DATE TH	EREOF, NOTICE WILL		
Westchester County			ACCORDANCE W	ITH THE POLI	CY PROVISIONS.		
Department of Plannin			AUTHORIZED REPRES				
148 Martine Avenue - White Plains, NY 106		loor					
					and the second s	870 Marita	- .
			Thomas Sternh	erg/RUTH	- Thomas A	1. 82	an beig

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199 CHURCH STREET, NEW YORK, N.Y. 10007-1100 Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ 136007323

TOWN OF POUND RIDGE 179 WESTCHESTER AVENUE POUND RIDGE NY 10576

POLICYHOLDER TOWN OF POUND RIE 179 WESTCHESTER A POUND RIDGE		CERTIFICATE HOLDER WESTCHESTER COUNTY DEPARTMENT OF PLANNING 148 MARTINE AVENUE, 4TH FLOOR WHITE PLAINS NY 10601	
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
Z 2181 066-8	27164	01/01/2012 TO 07/01/2012	5/10/2012

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2181 066-8 UNTIL 07/01/2012, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2012 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790

ACORD [®] CER	TI	FIC	CATE OF LI	ABII		NSUR	ANCE	DATE 5/15/	(MAUDDAYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IT REPRESENTATIVE OR PRODUCER,	VSUR	LY O ANCI THE (IR NEGATIVELY AMEN E DOES NOT CONSTIT CERTIFICATE HOLDER.	D, EXTE UTE A	END OR AL	TER THE C	OVERAGE AFFORDED THE ISSUING INSURE	ATE HO BY THI R(S), AU	LDER. THIS POLICIES JTHORIZED
IMPORTANT: If the certificate holds the terms and conditions of the polic certificate holder in lieu of such endo	:v. ce	rtain	Dolicies may require an	e policy endors	(les) must i ement. A st	be endorsed atement on i	If SUBROGATION IS his certificate does not	WAIVED confer r	, subject to ights to the
PRODUCER				CONT	CT				
Fairfield County Bank Insura	ance	Ser	vices	DUON	-		FAX		
401 Main Street Ridgefield CT 06877				E-MAIL	o. Ext): 203 -	438-0404	(A/C, No	1:203-4	31-8789
				PROD	JCER mo	rie.spenc	er@fcbins.com		
				CUSTO	MER ID : TOI				10-15
INSURED				INCHO		and the second sector where the second	RDING COVERAGE		NAIC #
Town of Somers				INSUR		aul insui	ance Companies		
335 Rte 202 Somers NY 10589				INSUR	was all as a second second				
				INSUR					
				INSURI					
				INSURE					
COVERAGES CE	RTIF	CAT	ENUMBER: 20135203	83			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES O PERIOD INDICATED. NOTWITHSTANDING WHICH THIS CERTIFICATE MAY BE ISSUED TO ALL THE TERMS, EXCLUSIONS AND CO	OF INS ANY R O OR M ONDITI	URAN EQUI MAY P ONS (ICE LISTED BELOW HAVE E REMENT, TERM OR CONDI ERTAIN, THE INSURANCE / DF SUCH POLICIES. LIMITS	BEEN ISS	UED TO THE ANY CONTRA D BY THE PC MAY HAVE B	INSURED NAM CT OR OTHER LICIES DESCR EEN REDUCED	ED ABOVE FOR THE POLI DOCUMENT WITH RESPE	CY CT TO	
LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIM	15	
A GENERAL LIABILITY	Y	Y	GP09314591		7/1/2011	7/1/2012	EACH OCCURRENCE	\$20000	00
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$10000	
CLAIMS-MADE X OCCUR	9 0	1					MED EXP (Any one person)	s	
``````````````````````````````````````				1			PERSONAL & ADV INJURY	\$20000	00
							GENERAL AGGREGATE	\$60000	
GENL AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMPIOP AGG	\$60000	CALL & CALL & CALL
POLICY PRO- JECT LOC	8							s	
	Y	N	GP09314591		7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$10000	00
ALL OWNED AUTOS							BODILY INJURY (Per person)	\$	
SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
X HIRED AUTOS							PROPERTY DAMAGE (Per accident)	5	
X NON-OWNED AUTOS								s	
								s	10.0
UMBRELLA LIAB X OCCUR	Y	1	GP09314591		/1/2011	7/1/2012	EACH OCCURRENCE	\$100000	00
X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$100000	
DEDUCTIBLE	1						110011201112	\$	
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SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (At	tach A	CORD 101, Additional Remarks	Schedule, I	f more space is	required}			
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County of Westcheste 148 Martine Avenue White Plains NY 1060				IN ACCO	RDANCE WI	TION DATE THE POLIC	CRIBED POLICIES BE CAN HEREOF, NOTICE WILL BE Y PROVISIONS.	CELLED DELIVER	ED
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					© 198	8-2009 ACO	RD CORPORATION. A	Il rights	reserved.

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Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

**This form cannot be used to waive the workers' compensation rights or obligations of any party.**

The applicant may use this Certificate of Attestation of Exemption <u>ONLY</u> to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may <u>NOT</u> use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of	Business Applying For:
(Legal Entity Name and Address): TOWN OF SOMERS	Contract with Government Agency
335 RTE 202	From: COUNTY OF WESTCHESTER
SOMERS, NY 10589 PHONE: 914-277-3637 FEIN: XXXXX7329	
Workers' Compensation Exemption Statement:	
The applicant is NOT applying for a markers!	
NYS workers' compensation insurance coverage.	ion certificate of attestation of exemption and will show a separate certificate of
1	r 38
Disability Benefits Exemption Statement;	
	NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY
DISABILITY BENEFITS INSURAN	NCE COVERAGE for the following reason:
The applicant is a political subdivision that is legally exer	npt from providing statutory disability benefits coverage
, BARBARA SHERRY, and the ASSISTANT TO SUPERVISOR	R with the above-named legal entity. I affirm that due to my position with the
latements made herein are true, that I have not made any materia	hority to make this Certificate of Attestation of Exemption. I hereby affirm that the ally false statements and I make this Certificate of Attestation of Exemption under the
changes of perjury. I hinther affirm that I understand that any fall	se statement, representation or concealment will subject me to folgoes aripping
sosecution, including fail and civit habitity in accordance with th	he Workers' Compensation Law and all other New York State laws. By submitting this isted above I also hereby affirm that if circumstances change so that workers'
componention improved and/or directility in Grandient children	and above r also necesy attring that is circumstances change so that workers'

compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Barbara	- Sherry	Date:	may	15,2012
Exer	nption Cert 2012-0	ficate Number 28308		NYS W	Ree May 15 orkets Co	ived 2012 uppensation Board

CE-200 12/2008

R New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914 199 CHURCH STREET, NEW YORK, N.Y. 10007-1100 Phone: (888) 997-3863

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 136007329

TOWN OF SOMERS FINANCE OFFICE 335 ROUTE 202 SOMERS NY 10589

POLICYHOLDER TOWN OF SOMERS FINANCE OFFICE 335 ROUTE 202 SOMERS NY 1	0589	CERTIFICATE HOLDER COUNTY OF WESTCHESTER 148 MARTINE AVENUE WHITE PLAINS NY 10601		
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE	]
Z 2152 315-4	35391	07/01/2011 TO 07/01/2012	5/15/2012	

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2152 315-4 UNTIL 07/01/2012, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2012 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING This certificate can be validated on our web sile at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790 VALIDATION NUMBER: 794649787

ACORD CERTIFICATE OF LIA	BILITY IN	SURA	NCE	0ATE (	WW000111)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALT	er the co	VERAGE AFFORDED	TE HOL	DER. THIS
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certificate holder in lieu of such endersement(s).	CONTACT NAMEL				
irfield County Bank Insurance Services			1 FAS		31-8789
1 Main Street dgefield CT 06077	PRONE (AVO, No. ENI: 203-4 E.MARL ADDRESS: ANNMAR PRODUCER CUSTOMER ID : YOR	ie.spence	refcbine.com	203-4	31-8789
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ureo wn of Yorktown	INSURERAIArgone	the state of the s			
3 Underhill Avenue	INSURER B : Argona	121			
rktown Heights NY 10598	and the second	and the second	lue of America L Casualty Corp		
	INSURER E 1	Maciona.	L CABUALLY COLD		
	INSURER F I				MI 17 A.C
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HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE B ERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDIT WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE A TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	EEN ISSUED TO THE I HON OF ANY CONTRA FFORDED BY THE PO SHOWN MAY HAVE BE	NSURED NAM CT OR OTHER LICIES DESCR	ED ABOVE FOR THE POLI DOCUMENT WITH RESPI IBED HEREIN IS SUBJEC BY PAID CLAIMS.	CY ICT TO	
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X CONMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Es occurrence)	\$100,	000
CLAIMS-MADE X OCCUR			MED EXP (Any one person)	3	
			PERSONAL & ADVINJURY	\$1,00	
			GENERAL ADGREGATE	\$6,00	
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th respects Town of Yorktown					
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ERTIFICATE HOLDER	CANCELLATION				
ĩ	BEFORE THE EXPIR	LATION DATE	SCRIBED POLICIES BE CA THEREOF, NOTICE WILL		D ERED
County of Westsheetst	IN ACCORDANCE W	iith the poli	CY PROVISIONS.		
County of Westchestor Michaelian Office Bldg					
		NYAWA			
148 Martine Avenue	AUTHORIZED REPRESE	South Andrew Cold and Aller			
148 Martine Avenue White Plains NY 10601	AUTHORIZED REPRESE	South Andrew Cold and Aller	hadaccia.		

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#### STATE OF NEW YORK WORKERS' COMPENSATION BOARD

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

In. Legal Name & Address of Insured (Use street address only) Town of Yorktown 363 Underhill Avenue Work Location of Insured (Only required if coverage is specifically limited to ærtain locations in New York State, i.e., a ifrap-Up Policy)	<ul> <li>1b. Business Telephone Number of Insured 914 - 962 - 5722</li> <li>1c. NYS Unemployment Insurance Employer Registration Number of Insured</li> <li>1d. Federal Employer Identification Number of Insured or Social Security Number 136007341</li> </ul>
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Cortificate Holder) County of Westchester Michaelian Office Bldg 148 Martine Avenue White Plaine NY 10601	<ul> <li>3a. Name of Insurance Corrier</li> <li>Safety National Casualty Corp</li> <li>3b. Policy Number of entity listed in box "1a"</li> <li>SP4041431</li> <li>3c. Policy effective period</li> <li>12/31/2011 to 12/31/2012</li> <li>3d. The Proprietor, Partners or Executive Officers are</li> </ul>
	x included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under <u>Item 34</u> on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance Carrier or its licensed agent will send this Certificate of insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whicheveris earlier

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as Oppieted on this form.

Approved by:	(Print from of publicited afforesental	ive or licensed agent of insurance carrier)	
Approved by:	X nicht	accui 6/6/2012	
Title:	President		

Telephone Number of authorized representative or licensed agent of insurance carrier: 203-438-0404

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07)

www.wcb.state.ny.us

Workers' Compensation Law

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ON ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMENI		1001W	NCE	5/6/2	MM/00/1110 012
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wucen irfield County Bank Insurance Services 1 Main Street dgefield CT 06877	CONTACT NAME: PHONE (A/G, No. Ext): 203-4 B.MAIL AUDRESS: annmar	138-0404 ie.spence	r@fcbing.com	203-4	31-8789
	ADDRESS: ANNMAX PRODUCER CUSTOMER ID #: YOR				NAIC #
URED	INSURER A : Argon		Central	-	MAIO #
wn of Yorktown 3 Underhill Avenue	INSURER B : Argon				
rktown Heights NY 10598			uce of America		
		y National	L Casualty Corp		
	INSURER E 1			*****	
VERAGES CERTIFICATE NUMBER: 87688729	6		REVISION NUMBER:		and the second second second
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HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE ERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR COND HICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE O ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	TION OF ANY CONTRA AFFORDED BY THE PO SHOWN MAY HAVE BI	CT OR OTHER LICIES DESCR EEN REDUCED	DOCUMENT WITH RESPECT IBED HEREIN IS SUBJECT BY PAID CLAIMS.	то	
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X COMMERCIAL GENERAL LIABILITY				\$100,	000
CLAIMS-MADE X OCCUR			MED EXP (Any one person)	5	
			PERSONAL & ADVINJURY	\$1,00	
			GENERAL AGGREGATE	\$6,00	
GENLAGOREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG	\$ \$	0,000
AUTOMOBILE LIADILITY BA461921202	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	0,000
X ANY AUTO			BODILY INJURY (Per person)	\$	
ALL OWNED AUTOS			BODILY INJURY (Per accident)	\$	
SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)	\$	
X HIRED AUTOS			fr at severally	\$	
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DEOUCTIBLE				5	
X RETENTION \$10,000			I WO STATUL   IOTU	\$	- History
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	12/31/2011	12/31/2012			00.000
ANY PROPRIETOR/PARTIER/EXECUTIVE N H/A		1 8	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		00,000
(Manadov in Hi) If yes, destabunder DESCRIPTION OF OPERATIONS below			EL DISEASE - POLICY LIWIT		00/000
DESCRIPTION OF OPERATIONS DRAW					
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th respects Town of Yorktown : Intermunicipal Agreement East of Hudson Waters)	ed Corporation	ı			
unty of Westchester , and NYS DEC is additional in	soured per sign	ied contra	ot		
	CANCELLATION				
RTIFICATE HOLDER	SHOULD ANY OF T		SCRIBED POLICIES BE CA THEREOF, NOTICE WILL B CY PROVISIONS.		ED VERED
	IN ACCORDANCE Y	with the pol	cy provisions.		
County of Westsheeter					
County of Westchester Michaelian Office Bldg					
Michaelian Office Bldg 148 Martine Avenue	AUTHORIZED REPRES	ENTATIVE			
Michaelian Office Bldg	AUTHORIZED REPRES		hadaccia		



## Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

#### **This form cannot be used to walve the workers' compensation rights or obligations of any party, **

The applicant may use this Certificate of Attestation of Exemption <u>ONLY</u> to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may <u>NOT</u> use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): TOWN OF YORKTOWN 363 UNDERHILL A VENUE YORKTOWN HTS, NY 10598 PHONE: 914-962-5722 FEIN: XXXXX7341	Business Applying For: Contract with Government Agency From: COUNTY OF WESTCHESTER
Workers' Compensation Exemption Statement:	
The applicant is NOT applying for a workers' compensa NYS workers' compensation insurance coverage.	ation certificate of attestation of exemption and will show a separate certificate of
DISABILITY BENEFITS INSURA	is NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY ANCE COVERAGE for the following reason: cempt from providing statutory disability benefits coverage.
have the knowledge, information and authority to make this Ce true, that I have not made any materially false statements and I affirm that I understand that any false statement, representation liability in accordance with the Workers' Compensation Law a Exemption to the government entity listed above I also hereby disability benefits coverage is required, the above named legal	ve-named legal entity. I affirm that due to my position with the above-named business I ertificate of Attestation of Exemption. I hereby affirm that the statements made herein are make this Certificate of Attestation of Exemption under the penalties of perjury. I further nor concealment will subject me to felony criminal prosecution, including jait and civil and all other New York State laws. By submitting this Certificate of Attestation of affirm that if circumstances change so that workers' compensation insurance and/or entity will immediately acquire appropriate New York State specific workers' also immediately furnish proof of that coverage on forms approved by the Chair of the above.
SIGN HERE Signature: Jos- and	by Date: 4/8/12
Exemption Confinente Number	Received June 6, 2012

CE-200 12/2008

#### STATE OF NEW YORK WORKERS' COMPENSATION BOARD

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1n. Legal Name & Address of Insured (Use street address only) Town of Yorktown 363 Underhill Avenue Work Location of Insured (Only required if coverage is specifically limited to artain locations in New York State, i.e., a Wrap-Up Policy)	<ul> <li>1b. Business Telephone Number of Insured 914-962-5722</li> <li>1c. NYS Unemployment Insurance Employer Registration Number of Insured</li> <li>1d. Federal Employer Identification Number of Insured or Social Security Number 136007341</li> </ul>
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Westchester Michaelian Office Bldg 148 Martine Avenue White Plaine NY 10601	3a. Name of Iusurance Carrier         Safety National Casualty Corp         3b. Policy Number of entity listed in box "Ia"         SP4041431         3c. Policy effective period         12/31/2011       to 12/31/2012         3d. The Proprietor, Pariners or Executive Officers are         x       included. (Only check box if all partners/officers included)         all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under <u>Item 3A</u> on the INFORMATION PAGE of the workers' compensation insurance polley). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law,

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as Appleted on this form.

Approved by:	(Print forme of puttos	ized afforesentative or licensed agent of	f insurance carrier)	•••••••
Approved by:	(Signature)	Spadacemi	6/6/2012 (Dato)	
Title:		President		

Telephone Number of authorized representative or licensed agent of insurance carrier: 203-438-0404

Pleuse Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07)

www.wcb.state.ny.us

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-07) Reverse

# AMENDMENT TO CORPORATION AGREEMENT

THIS AGREEMENT made this 2. day of A. , 2016, 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 Maritime Avenue, White Plains, New York 10601 (the "County") Martine

and

EAST OF HUDSON WATERSHED CORPORATION, a not-for-profit local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law, having an office and principal place of business at 2 Route 164, Patterson, New York 12563 (the "Corporation")

WHEREAS, the County and the Corporation entered into an agreement dated June 7, 2012, (the "Corporation Agreement") pursuant to which the County transferred to the Corporation the sum of Ten Million Dollars (\$10,000,000.00) (the "WQIP Funds") to facilitate the administration, design, construction management, construction, and operation and maintenance of certain eligible projects included in the Stormwater Management Plan, as defined in the Corporation Agreement; and

WHEREAS, the Corporation Agreement defined the Stormwater Management Plan as the first five years of the regional stormwater retrofit plan approved by the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the Corporation is nearing completion of implementation of the first five-year stormwater retrofit plan approved by NYSDEC and wishes to use WQIP Funds used toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year Regional Plan to be approved by NYSDEC for compliance with the applicable NYSDEC General Permit for Municipal Separate Storm Sewer Systems ("MS4 Permit"), and the County wishes to amend the Corporation Agreement to authorize the Corporation to do so.

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

I. The Corporation Agreement is hereby amended to authorize the use of WQIP Funds by the Corporation used toward the design, construction, implementation, operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the second five-year stormwater retrofit plan to be approved by NYSDEC to achieve compliance by Westchester County municipalities in the New York City Watershed with the applicable MS4 Permit. 2. All other provisions of the Corporation Agreement remain in full force and effect in all respects and are applicable, without limitation, to the use of WQIP Funds as authorized by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: Name: Edward Burou chs Title: Commissioner of Planning EA\$T OF HUDSON WATERSHED CORPORATION By: Nam PARSONS Title SIDENT

Authorized by the Westchester County Board of Legislators by Act No. 226-2016 on the 20th day of June, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 28th day of July, 2016.

Approved as to form and manner of execution

Assistant County Attorney

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

Jotary Public

EDWARD J. HOFFMEISTER Notary Public, State of New York No. 02HO4742897 Qualified in Westchester County Commission Explres 9/30/20

# STATE OF NEW YORK ) COUNTY OF PUTNAM )

On this <u>25</u> Bay of <u>ACCUST</u>, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Poter Pasens</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

any Public

George A. Rodenhausen Notary Public, State of New York Columbia County, Reg. #4987196 Commission Expires 10/07/20_17.

## CERTIFICATE OF AUTHORITY (CORPORATION)

I, WARREW LUCKS (Officer other than officer signing contract)	
certify that I am the <u>TREASURER</u> (Title) the <u>EAST OF HUDSON WATERSHED CORPORATION</u> (Name of Corporation)	_of _
a corporation duly organized and in good standing under <u>N-F-P CORPONATION</u> (Law under which organized, e.g., the New Business Corporation Law) named in the foregoing agreement; that <u>PETER PAPSON</u> (Person executing agreement)	the York
who signed said agreement on behalf of $\frac{21370 + 402500 + 0000}{(Name of Corporation)}$	the
was, at the time of execution (Title of such person)	

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Mais ena

STATE OF NEW YORK

COUNTY OF PUTNAM } ss .:

On the 25 th day of AUGUST in the year 206 before me, the undersigned, a Notary Public in and for said State, <u>where Row</u> LUCAS 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 <u>668</u> Titicus Rd, Nurth Sclear, NY, 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

George A. Rodenhausen Notary Public, State of New York Columbia County, Reg. #4987196 Commission Expires 10/07/20