

ORIG  
CORPORATION  
AGREEMENT

**CORPORATION AGREEMENT**

THIS AGREEMENT made this 7<sup>th</sup> day June 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 – 9<sup>th</sup> 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: Mary Beth Murphy  
Name: MARY BETH MURPHY  
Title: President

Authorized and approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 26<sup>th</sup> 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 MaryBeth 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

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080158  
Qualified in Westchester County  
My Commission Expires Sept. 9, 2014

# CERTIFICATE OF AUTHORITY

I, David P. Kelly, certify that I am the Secretary 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.:  
*Dutchess*  
COUNTY OF ~~WESTCHESTER~~ )

On the 7<sup>th</sup> day of ~~May~~ <sup>June</sup> 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.

Catherine Gordon

Notary Public

**CATHERINE GIORDANO**  
Notary Public, State of New York  
No. 01G16123038  
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: \_\_\_\_\_

Name:

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 26<sup>th</sup> 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 8 day of JUNE 2012 before me, the undersigned, personally appeared Edward Burroughs, 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.

Mark Massari

Notary 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 Burroughs, 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 Burroughs, 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

432 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914) 995-4400 Fax: (914) 995-9098 Website: westchestergov.com

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 BMPs (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 ("BMPs") 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

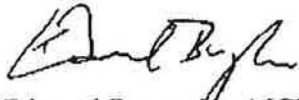
A repository of information on the Projects is available for all parties to review during business hours at the Westchester County Department of Planning, Room 432 Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601.

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,



Edward Buroughs, AICP, Commissioner  
Westchester County Department of Planning

EEB/tsc

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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

**Project Names/Descriptions**

**EOH Fund**

**1. Stormwater Implementation Grant Match**

**\$250,000**

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

**\$9,750,000**

<b><u>Retrofit ID</u></b>	<b><u>Municipality</u></b>	<b><u>Proposed Treatment Option</u></b>	<b><u>Estimated Cost to Implement</u></b>
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

**SCHEDULE "A"**  
**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

**SCHEDULE "A"**  
**PROJECT 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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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”**

Form of

NYCDEP’s Reporting Spreadsheet

[attached hereto]

EXPENDITURES

Priority	Project Name or General Admin Category	Location		Component	Project Estimate	Funds Committed as of 12/31/11					Funds Spent Calendar Year 2011								
		Town	Bain			WSP		FAD	WQIP		Total	WSP		FAD	WQIP		Other Capital & Earnings	Total	
						Capital	Earnings		Capital	Earnings		Capital	Earnings		Capital	Earnings			
030	Recreation 1	Sellers	Amawalk	Project Admin	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00	\$ 5,000.00							\$ 5,000.00	\$ 5,000.00
				Design	\$ 20,000.00	\$ 20,000.00				\$ 20,000.00	\$ 20,000.00							\$ 20,000.00	\$ 20,000.00
				Construction	\$ 300,000.00	\$ 300,000.00				\$ 300,000.00	\$ 300,000.00							\$ 300,000.00	\$ 300,000.00
				Land Acquisition	\$ 25,000.00	\$ 25,000.00				\$ 25,000.00	\$ 25,000.00							\$ 25,000.00	\$ 25,000.00
				OS&M	\$ 20,000.00	\$ 20,000.00				\$ 20,000.00	\$ 20,000.00							\$ 20,000.00	\$ 20,000.00
Recreation 2	Croton Falls	Croton Falls	Project Admin	\$ 4,000.00	\$ 4,000.00				\$ 4,000.00	\$ 4,000.00									
			Design	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00	\$ 10,000.00							\$ 10,000.00	\$ 10,000.00	
			Construction	\$ 90,000.00	\$ 90,000.00				\$ 90,000.00	\$ 90,000.00							\$ 90,000.00	\$ 90,000.00	
			Land Acquisition	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00	\$ 5,000.00							\$ 5,000.00	\$ 5,000.00	
			OS&M	\$ 9,000.00	\$ 9,000.00				\$ 9,000.00	\$ 9,000.00							\$ 9,000.00	\$ 9,000.00	
040	Trail Expansion Expansion of Recreation City Land	Adrian	Personal	Equipment	\$ 50,000.00	\$ 50,000.00				\$ 50,000.00	\$ 50,000.00								
				Computer	\$ 200,000.00	\$ 200,000.00				\$ 200,000.00	\$ 200,000.00							\$ 200,000.00	\$ 200,000.00
				Telephone															
				Office Supplies															
				Misc/Other															
				Contractual															
				Rent															
				Insurance															
				Utilities (e.g. phone, garbage)															
				Travel															
050	Misc/Other				\$ 270,000.00	\$ -			\$ 270,000.00	\$ -			\$ 270,000.00	\$ -			\$ 270,000.00	\$ -	
ANCE						\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Net From Prior Year						\$ 10,000,000.00	\$ 1,000.00			\$ 10,000,000.00	\$ 1,000.00			\$ 10,000,000.00	\$ 1,000.00			\$ 10,000,000.00	\$ 1,000.00
						\$ 9,740,000.00	\$ 1,000.00			\$ 9,740,000.00	\$ 1,000.00			\$ 9,740,000.00	\$ 1,000.00			\$ 9,740,000.00	\$ 1,000.00
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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: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (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 7<sup>th</sup>, 2012  
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”).

**W I T N E S S E T H:**

**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

**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.

(c) in addition to the foregoing, and except for any contracts executed prior 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:

For the County: 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:

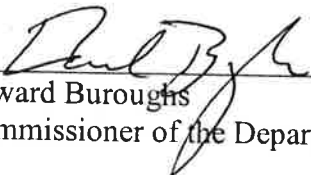
George A. Rodenhausen, Esq.  
Rapport Meyers LLP  
20 Spring Brook Park  
Rhinebeck, NY 12572

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 Burroughs  
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**

By: Lee V.A. Roberts  
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: \_\_\_\_\_

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On the 4th day of May 2012 before me, the undersigned, personally appeared Lee V.A. Roberts, 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.

Marcy W Marchiano  
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

CERTIFICATE OF AUTHORITY

I, Lisbeth Fumagalli certify that I am the Town Clerk of the  
Town of Bedford 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  
Lee V.A. Roberts, 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 Town Board, thereunto duly authorized, and that such authority is in full  
force and effect at the date hereof.



STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

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.



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: \_\_\_\_\_

**TOWN OF BEDFORD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF CORTLANDT**

By: *John M. Puglisi*  
Name: \_\_\_\_\_  
Title: Supervisor *Approved  
John M. Puglisi  
Tom A. H.*

**TOWN OF LEWISBORO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF MOUNT KISCO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MUNICIPALITY'S ACKNOWLEDGEMENT

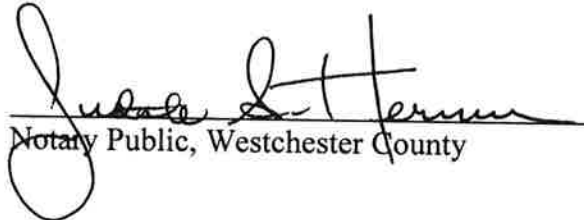
STATE OF NEW YORK )

SS.:

COUNTY OF WESTCHESTER)

On the 23<sup>rd</sup> day of May 2012 before me, the undersigned, personally appeared Linda D. Puglisi, 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 9-3-2014

  
Notary Public, Westchester County

CERTIFICATE OF AUTHORITY

I, Linda Puglisi certify that I am the Supervisor of the  
Town of Cortlandt 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  
Linda D. Puglisi, 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 Town Supervisor, thereunto duly authorized, and that such authority is in full  
force and effect at the date hereof.

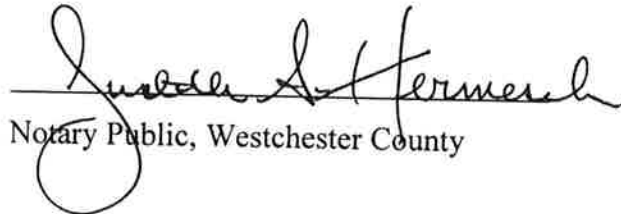


STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

On the 23<sup>rd</sup> day of May 2012 before me, the undersigned, personally appeared  
Linda D. Puglisi, 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 9-3-2014



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: \_\_\_\_\_

**TOWN OF LEWISBORO**

By:   
Name: **PETER PARSONS**  
Title: **TOWN SUPERVISOR**

**VILLAGE OF MOUNT KISCO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

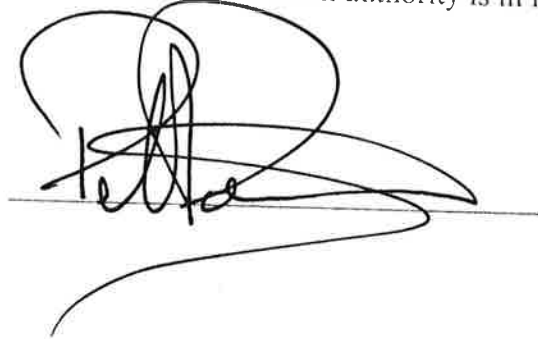
On the 14<sup>th</sup> day of May 2012 before me, the undersigned, personally appeared Peter Parsons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in 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.

Elizabeth DeFaber  
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 OF LEWISBORO, 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 PARSONS, who signed said agreement on behalf of the Municipality was, at the time of execution, TOWN SUPERVISOR of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of the LEWISBORO TOWN BOARD, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.



STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

SS.:

On the 14<sup>th</sup> day of May 2012 before me, the undersigned, personally appeared Peter 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.

Elizabeth DeFaber

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**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF CORTLANDT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF LEWISBORO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF MOUNT KISCO**

By: \_\_\_\_\_  
Name: James M. Palmer  
Title: Village Manager/Clerk.  
May 31, 2012

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On the 31<sup>st</sup> day of May 2012 before me, the undersigned, personally appeared James M. Palmer, 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.

Doreen F. Caravello  
Notary Public, Westchester County

DOREEN F. CARAVELLO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6170202  
Qualified in Westchester County  
My Commission Expires July 02, 2015

CERTIFICATE OF AUTHORITY

I, Paula Maiorano certify that I am the Deputy Clerk of the Village/Town  
of Mt. Kisco, 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  
James M. Palmer, who signed said agreement on behalf of the  
Municipality was, at the time of execution, the Village Manager of the Municipality, that  
said agreement was duly signed for on behalf of said Municipality by authority of  
the Board of Trustees, 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 31st day of May 2012 before me, the undersigned, personally appeared  
James M. Palmer, 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.

Doreen F. Caravello

Notary Public, Westchester County

DOREEN F. CARAVELLO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6170202  
Qualified in Westchester County  
My Commission Expires July 02, 2016

**TOWN OF NEW CASTLE**

By: Lusan E Carpenter  
Name: \_\_\_\_\_  
Title: Supervisor

**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: \_\_\_\_\_

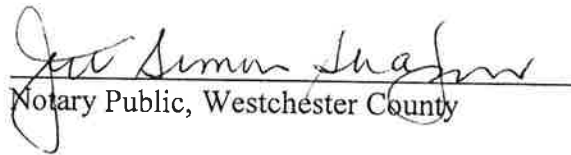
MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK        )

ss.:

COUNTY OF WESTCHESTER)

On the 10<sup>th</sup> 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.

Jul Simon Shapiro

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

On the 17 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.

Barbara A. Crut

Notary Public, Westchester County

BARBARA A. CUATT  
Notary Public, State of New York  
No. 01CU5025253  
Qualified in Westchester County  
Commission Expires 3/21/14

**TOWN OF NEW CASTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF NORTH CASTLE**

By:   
Name: Howard Arden  
Title: Supervisor

**TOWN OF NORTH SALEM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF POUND RIDGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF SOMERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On the 23<sup>rd</sup> day of May 2012 before me, the undersigned, personally appeared  
Howard Arden, 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

ANNE CURRAN  
Notary Public, State of New York  
No. 01CU6121781  
Qualified in Westchester County  
Commission Expires January 31, 2013

CERTIFICATE OF AUTHORITY

I, Anne Curran certify that I am the Town Clerk of the Town of North 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 Howard Arden, 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 Town Board, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.




\_\_\_\_\_  
Anne Curran

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER )

On the 23<sup>rd</sup> day of May 2012 before me, the undersigned, personally appeared Anne Curran, 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

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

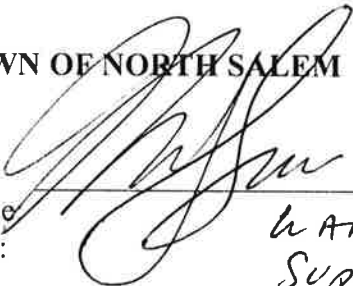
**TOWN OF NEW CASTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF NORTH CASTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF NORTH SALEM**

By:   
Name: WARREN LUCAS  
Title: SUPERVISOR

**TOWN OF POUND RIDGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF SOMERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

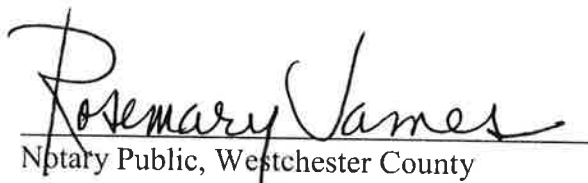
MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

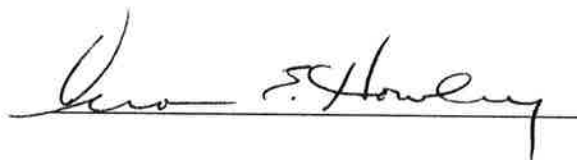
On the 31<sup>st</sup> day of May 2012 before me, the undersigned, personally appeared Warren J. Lucas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same 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.

  
Notary Public, Westchester County

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

CERTIFICATE OF AUTHORITY

I, Veronica E. Howley certify that I am the Town Clerk of the Town of North Salem, 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 Warren Lucas, 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 Town Board, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.




STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

SS.:

On the 31<sup>st</sup> day of May 2012 before me, the undersigned, personally appeared Veronica E. Howley 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.

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

  
Notary Public, Westchester County

**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: G. Wil  
Name: GARY DAVID WARSHAVER  
Title: Town Supervisor

**TOWN OF SOMERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

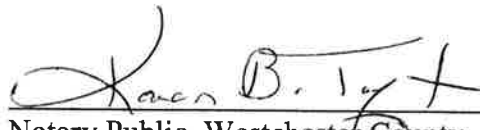
MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On the 16<sup>th</sup> day of May 2012 before me, the undersigned, personally appeared GARY DAVID WARSHAUER, 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 EXPIRES 11-13-20 14

CERTIFICATE OF AUTHORITY

I, GARY DAVID WARSHAVER certify that I am the Supervisor of the  
Town of Poughkeepsie, 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  
GARY DAVID WARSHAVER, 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 Town Board, thereunto duly authorized, and that such authority is in full  
force and effect at the date hereof.

Gary David Warshaver

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

ss.:

On the 16<sup>th</sup> day of MAY 2012 before me, the undersigned, personally appeared  
GARY DAVID WARSHAVER 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.

Karen B. Taft

Notary Public, Westchester County

KAREN B. TAFT  
NOTARY PUBLIC - STATE OF NEW YORK  
NO 01TA6050845  
QUALIFIED IN WESTCHESTER COUNTY  
MY COMMISSION EXPIRES 11-13-2017

**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 Supervisor

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On the 15<sup>th</sup> day of May 2012 before me, the undersigned, personally appeared Mary Beth 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.

Kathleen R. Pacella  
Notary Public, Westchester County

KATHLEEN R. PACELLA  
Notary Public, State of New York  
No. 01PA6092646  
Qualified in Westchester County  
Commission Expires May 27, 20 15

CERTIFICATE OF AUTHORITY

I, Kathleen R. Pasella certify that I am the Town Clerk of the Town of Sonner, 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 Mary Beth Murphy, 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 Town Board, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Kathleen R. Pasella

STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) SS.:

On the 15 day of May 2012 before me, the undersigned, personally appeared Kathleen R. Pasella 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.

Patricia Kalba

Notary Public, Westchester County

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080158  
Qualified in Westchester County  
My Commission Expires Sept. 9, 2014

TOWN OF YORKTOWN

By:

Name:

Title:

  
Michael Garza  
Supervisor

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 6 day of June 2012 before me, the undersigned, personally appeared Michael Grace, 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.

Janet Protano  
Notary Public, Westchester County

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

16

**CERTIFICATE OF AUTHORITY**

I, Alice E. Roker,  
(Officer other than officer signing contract)

certify that I am the Town Clerk of  
the Town of Yorktown (Title)  
(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  
Michael Grace  
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution  
SUPERVISOR  
(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.

Alice E. Roker  
(Signature)

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

On the 6 day of June in the year 2012 before me, the undersigned,  
a Notary Public in and for said State, personally appeared Alice E. Roker, 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.

Janet Protano  
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]

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

**Project Names/Descriptions**

**1. Stormwater Implementation Grant Match**

**EOH Fund**

**\$250,000**

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

**\$9,750,000**

<b><u>Retrofit ID</u></b>	<b><u>Municipality</u></b>	<b><u>Proposed Treatment Option</u></b>	<b><u>Estimated Cost to Implement</u></b>
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

**SCHEDULE "A"**  
**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

**SCHEDULE "A"**  
**PROJECT 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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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 policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

**SCHEDULE “D”**

Intentionally Omitted

**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

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 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 timeframe.

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 compensation<sup>1</sup>; 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.

<sup>1</sup> 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

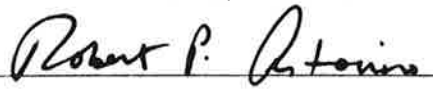
 Date: 4/27/12

Agreed and Accepted:

MaryEllen Odell, Putnam County Executive

 Date: 6.4.12

Robert P. Astorino, Westchester County Executive

 Date: 6/7/12

**SCHEDULE “F”**

Form of Corporation Agreement

[attached hereto]

## CORPORATION AGREEMENT

THIS AGREEMENT made this 7<sup>th</sup> day June 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 ("BMPs") 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 – 9<sup>th</sup> 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: Mary Beth Murphy  
Name: MARY BETH MURPHY  
Title: President

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

Approved as to form and manner of execution

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester

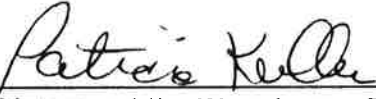
ACKNOWLEDGEMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)


On the 7 day of June 2012 before me, the undersigned, personally appeared Mary Beth 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

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080158  
Qualified in Westchester County  
My Commission Expires Sept. 9, 2014

CERTIFICATE OF AUTHORITY

I, David P. Kelly, certify that I am the Secretary 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.:

Dutchess  
COUNTY OF ~~WESTCHESTER~~ )

On the 7<sup>th</sup> day of June 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.

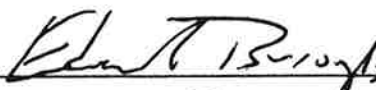


Notary Public

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:   
Name: Edward Burgess  
Title: Commissioner of Planning

**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 26<sup>th</sup> 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 8 day of JUNE 2012 before me, the undersigned, personally appeared Edward Boroughs, 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.

Mark Massari

Notary 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 Burroughs, 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 Burroughs, 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

432 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914) 995-1400 Fax: (914) 995-9098 Website: westchestergov.com

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

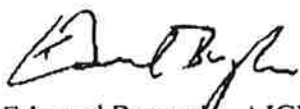
A repository of information on the Projects is available for all parties to review during business hours at the Westchester County Department of Planning, Room 432 Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601.

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,



Edward Burroughs, 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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

**Project Names/Descriptions**

**1. Stormwater Implementation Grant Match**

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

**EOH Fund**

**\$250,000**

**\$9,750,000**

<b><u>Retrofit ID</u></b>	<b><u>Municipality</u></b>	<b><u>Proposed Treatment Option</u></b>	<b><u>Estimated Cost to Implement</u></b>
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

**SCHEDULE "A"**  
**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

**SCHEDULE "A"**  
**PROJECT 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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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

**SCHEDULE "A"**  
**PROJECT DESCRIPTIONS**

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”**

Form of  
NYCDEP’s Reporting Spreadsheet  
[attached hereto]

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Agency	Project Name as General Admin Category	Location		Component	Project Estimate	Funds Committed as of 12/31/11										Funds Spent Calendar Year 2011						
		Town	Basin			WSP		FAD		WQIP		Other Capital & Earnings		Total	WSP		FAD		WQIP		Other Capital & Earnings	
						Capital	Earnings	Capital	Earnings	Capital	Earnings	Capital	Earnings	Capital	Earnings	Capital	Earnings	Capital	Earnings	Capital	Earnings	
115	Wetlands	Solmers	Arroyos	Wetlands Admin	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
				Grading	\$ 20,000.00	\$ 20,000.00									\$ 20,000.00	\$ 20,000.00					\$ 20,000.00	
				Construction	\$ 220,000.00	\$ 220,000.00									\$ 220,000.00	\$ 220,000.00					\$ 220,000.00	
				Land Acquisition	\$ 25,000.00	\$ 25,000.00									\$ 25,000.00	\$ 25,000.00					\$ 25,000.00	
116	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 4,000.00	\$ 4,000.00									\$ 4,000.00	\$ 4,000.00					\$ 4,000.00	
				Grading	\$ 10,000.00	\$ 10,000.00									\$ 10,000.00	\$ 10,000.00					\$ 10,000.00	
				Construction	\$ 90,000.00	\$ 90,000.00									\$ 90,000.00	\$ 90,000.00					\$ 90,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
117	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
118	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
119	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
120	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
121	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
122	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
123	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
124	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
125	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
126	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
127	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
128	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
129	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
130	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
131	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
132	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
133	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
134	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00	\$ 50,000.00									\$ 50,000.00	\$ 50,000.00					\$ 50,000.00	
				Construction	\$ 200,000.00	\$ 200,000.00									\$ 200,000.00	\$ 200,000.00					\$ 200,000.00	
				Land Acquisition	\$ 5,000.00	\$ 5,000.00									\$ 5,000.00	\$ 5,000.00					\$ 5,000.00	
135	Wetlands	Carmel	Cotton Fern	Wetlands Admin	\$ 9,000.00	\$ 9,000.00									\$ 9,000.00	\$ 9,000.00					\$ 9,000.00	
				Grading	\$ 50,000.00																	

## **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: [www.web.state.ny.us](http://www.web.state.ny.us) (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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY)

05/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to 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).

<b>PRODUCER</b> Spain Agency, Inc. 625 Route 6 Mahopac, NY 10541 Brian J. Miles		845-628-1700 845-628-1804	<b>CONTACT NAME:</b> Mary Ellen Pepi <b>PHONE (A/C, No, Ext):</b> 845-628-4500 <b>FAX (A/C, No):</b> 846-648-1804 <b>E-MAIL ADDRESS:</b> mpepi@spainins.com <b>PRODUCER CUSTOMER ID #:</b> BEDFO-2	
<b>INSURED</b> Town of Bedford 321 Bedford Road Bedford Hills, NY 10507		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: NY Municipal Ins Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	MPLTBED001	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							
	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MCATBED001	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			MECTBED001	12/30/11	12/30/12
DEDUCTIBLE RETENTION \$							WC STATUTORY LIMITS OTH-ER	
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A							E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$	
A	<b>Public Officials</b>			MPOTBED001	01/01/12	01/01/13	1,000,000 2,000,000	
A	<b>Equipment Floater</b>			MIMTBED001	01/01/12	01/01/13		

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

Re: (EOHWC) East of Hudson Watershed Corp IMA  
County of Westchester is included as Additional Insured as required by written contract or written agreement with respects to the East of Hudson Watershed Corp IMA. Coverage is Contractual and is Primary & Non-Contributory. Waiver of Subrogation shall apply. Continued...

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> COUWES2  County of Westchester Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**NOTEPAD:**

HOLDER CODE    **COUWES2**  
INSURED'S NAME    **Town of Bedford**

**BEDFO-2**  
**OP ID: MP**

PAGE 2  
DATE **05/07/12**

30 days notice of Cancellation.

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> Euclid Insurance Services, Inc 234 Spring Lake Drive Itasca, IL 60143 630 694-3700		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED</b> Town of Bedford 321 Bedford Road Bedford Hills, NY 10507		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Scottsdale Indemnity POL	<b>NAIC #</b> 15580
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$ <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement			PKI0001751	01/01/2012	01/01/2013	Limits:\$10mm/\$10mm/\$10m Deductible:\$10,000

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

Re: EOHWC ( East of Hudson Watershed Corp) IMA

**CERTIFICATE HOLDER****CANCELLATION**

County of Westchester Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

# CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE


<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  Town of Bedford 321 Bedford Road Bedford Hills, NY 10507	<b>1d. Business Telephone Number of Business referenced in box "1a"</b>  914-666-8283
<b>1b. Effective Date of Membership in the Group</b> <u>01/01/2010</u>	<b>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a"</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  Westchester County Michaelian Office Building 148 Martine Avenue White Plains, NY 10601	<b>3. Name and Address of Group Self-Insurer</b>  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 01/01/2012 – 12/31/2012  
 (Print name of authorized representative of the Group Self-Insurer) Date



Certified by: \_\_\_\_\_  
 (Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405



BARBARA PATTON  
CHAIRWOMAN

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
180 LIVINGSTON STREET  
BROOKLYN, N. Y. 11248  
(718) 802-6796  
Room 514

THIS AGENCY EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT  
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

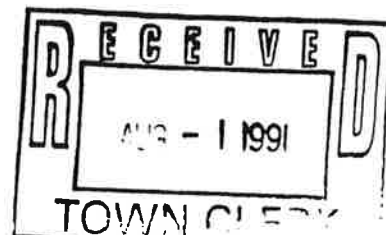
Dear Mr. Wood:

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 10591



RESOLUTION

NUMBER ' 360-90

**(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 RESOLVED** 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**

**DATED: December 4, 1990**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER 1-914-696-3700  
Arthur J Gallagher Risk Management Services, Inc.2 Gannett Drive, 3rd Floor  
White Plains, NY 10604INSURED  
Town of Cortlandt

1 Heady Street

Cortlandt Manor, NY 10567

CONTACT NAME: Diane K Warren

PHONE (A/C, No, Ext): 914-697-6022

FAX (A/C, No): 914-323-4522

E-MAIL ADDRESS: diane\_warren@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: UNDERWRITERS AT LLOYDS LONDON

15792

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 23703423

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PK 1004411	09/21/11	09/21/12	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			PK1004411	09/21/11	09/21/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			PK1004411	09/21/11	09/21/12	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> RETENTIONS \$ 1,000,000						AGGREGATE \$ 4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is Additional Insured by virtue of a written contract or agreement to provide insurance such as is offered by this policy, but only in respect of operations by or on behalf of the Town of Cortlandt.

## CERTIFICATE HOLDER

County of Westchester

348 Martine Avenue

White Plains, NY 10601

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

05/08/12

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<b>PRODUCER</b> Spain Agency, Inc. 625 Route 6 Mahopac, NY 10541 Brian J. Miles		845-628-1700 845-628-1804	<b>CONTACT NAME:</b> Janet Vilardi <b>PHONE (A/C, No, Ext):</b> 845-628-4500 <b>E-MAIL ADDRESS:</b> jvilardi@spainins.com <b>PRODUCER CUSTOMER ID #:</b> LEWIS-1	<b>FAX (A/C, No):</b> 845-628-1804
<b>INSURED</b>	Town of Lewisboro Mr. Peter Parsons PO Box 500 South Salem, NY 10590		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NY Municipal Ins Reciprocal <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
			<b>NAIC #</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	MPLTLEWS001	05/12/11	05/12/12	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 3,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		MCATLEWS001	05/12/11	05/12/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	MECTLEWS001	05/12/11	05/12/12	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> DEDUCTIBLE	AGGREGATE \$ 20,000,000					
	<input type="checkbox"/> RETENTION \$	\$					
		\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N	N/A		E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

REF: EOH IMA

Certificate holder is included as additional insured as required by written contract or written agreement. 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 (SEE ATTACHED)

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY9

County of Westchester  
Michaelian Office Building  
148 Martine Avenue  
White Plains, NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NOTEPAD:**

HOLDER CODE COUNTY9  
INSURED'S NAME Town of Lewisboro

LEWIS-1  
OP ID: KS

PAGE 2  
DATE 05/08/12

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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP  
DATE (MM/DD/YYYY)  
05/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> Spain Agency, Inc. 625 Route 6 Mahopac, NY 10541 Michael H. Spain		<b>845-628-1700</b> <b>845-628-1804</b>	<b>CONTACT NAME:</b> Mary Ellen Pepi <b>PHONE (A/C, No, Ext):</b> 845-628-4500 <b>FAX (A/C, No):</b> 845-628-1804 <b>E-MAIL ADDRESS:</b> mpepi@spainins.com <b>PRODUCER CUSTOMER ID #:</b> MTKIS-1
<b>INSURED</b> Village/ Town of Mount Kisco Risk Manager 104 Main Street Mount Kisco, NY 10549	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> NY Municipal Ins Reciprocal		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	MPLVMTK001	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MCAVMTK001	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000			MECVMTK001	06/01/11	06/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			MPLVMTK001	06/01/11	06/01/12	
A	Equipment Floate			MIMVMTK001	06/01/11	06/01/12	

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

RE: EOHWC IMA  
County of Westchester is included as Additional Insured as required by written contract or written agreement. Coverage is Primary & Non-Contributory; Waiver of Subrogation shall apply to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>COUWES2</b>  County of Westchester Department of Planning 148 Martine Avenue White Plains, NY 10601	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY)

05/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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 NAME: Mary Ellen Pepi
Spain Agency, Inc.	845-628-1804	PHONE (A/C, No, Ext): 845-628-4500
625 Route 6		FAX (A/C, No): 845-628-1804
Mahopac, NY 10541		E-MAIL ADDRESS: mpepi@spainins.com
Michael H. Spain		PRODUCER CUSTOMER ID #: MTKIS-1
INSURED	Village/ Town of Mount Kisco Risk Manager 104 Main Street Mount Kisco, NY 10549	INSURER(S) AFFORDING COVERAGE
		INSURER A: NY Municipal Ins Reciprocal
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

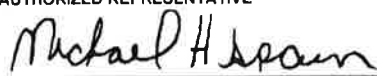
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	MPLVMTK001	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MCAVMTK001	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		MECVMTK001	06/01/11	06/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section		MPLVMTK001	06/01/11	06/01/12	
A	Equipment Floate		MIMVMTK001	06/01/11	06/01/12	

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

RE: EOHWC IMA  
County of Westchester is included as Additional Insured as required by written contract or written agreement. Coverage is Primary & Non-Contributory; Waiver of Subrogation shall apply to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

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.
County of Westchester Department of Planning 148 Martine Avenue White Plains, NY 10601	AUTHORIZED REPRESENTATIVE 

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

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

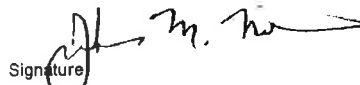
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. 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: John Nielsen, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  05/23/2012  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

GSI-105.2 (2-02)

INSURED 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 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

**GSI-105.2 (2-02) Reverse**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MFRO

DATE (MM/DD/YYYY)

05/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> Marshall & Sterling, Inc. 103 Executive Drive, Suite 300 New Windsor, NY 12553 Deanna K. Zawistowski		<b>845-567-1000</b> <b>845-567-1030</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, Ho, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> NEWCA-4
<b>INSURED</b> Town of New Castle 200 South Greeley Avenue Chappaqua, NY 10514		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> US Specialty Insurance Co <b>INSURER B:</b> US Specialty Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		RPKG80320058 RPKG80320058	08/31/11 08/31/11	08/31/12 08/31/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RPKG80320058	08/31/11	08/31/12	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <input checked="" type="checkbox"/> RETENTION \$ 10,000		RPKG80320058	08/31/11	08/31/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Law Enforcement Liability</b>		RPKG80320058	08/31/11	08/31/12	Per Occur 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required).  
County of Westchester is provided additional insured status when required by written contract or agreement

**CERTIFICATE HOLDER****CANCELLATION**

COUNWES

County of Westchester  
Michaelian Office Building  
148 Martine Avenue  
White Plains, NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

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

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: John Nielsen, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  05/18/2012  
Signature Date  
Title: President

Telephone Number: 1-888-737-6269

## 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.

**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**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

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

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Certified by: John Nielsen, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  05/18/2012  
Signature Date  
Title: President

Telephone Number: 1-888-737-6269

## 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.

**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**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY)

05/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> Spain Agency, Inc. 625 Route 6 Mahopac, NY 10541 Brian J. Miles		845-628-1700 845-628-1804	<b>CONTACT NAME:</b> Mary Ellen Pepi <b>PHONE (A/C, No, Ext):</b> 845-628-4500 <b>FAX (A/C, No):</b> 845-628-1804 <b>E-MAIL ADDRESS:</b> mpepi@spainins.com <b>PRODUCER CUSTOMER ID #:</b> NORTH11														
<b>INSURED</b> Town of North Castle 15 Bedford Rd Armonk, NY 10504		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : NY Municipal Ins Reciprocal</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NY Municipal Ins Reciprocal		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

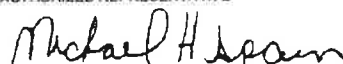
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	MPLTNOC001	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			MCATNOC001	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		MECTNOC001	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000
	DEDUCTIBLE						AGGREGATE \$ 20,000,000
	<input checked="" type="checkbox"/> RETENTION \$						\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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; Waiver of Subrogation shall apply to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b>  County of Westchester Department of Planning 148 Martine Avenue White Plains, NY 10601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

# CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  Town of North Castle 15 Bedford Road, Town Hall Armonk, NY 10504	<b>1d. Business Telephone Number of Business referenced in box "1a"</b>  914-273-3322
<b>1b. Effective Date of Membership in the Group</b> <u>07/01/2005</u>	<b>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a"</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  County of Westchester Department of Planning 48 Martine Avenue, 4 <sup>th</sup> Floor White Plains, NY 10601	<b>3. Name and Address of Group Self-Insurer</b>  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: Eric Hartcorn 07/01/2011 - 06/30/2012  
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by:   
 (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. 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.



# 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

\*\*\*\*\* 146002347  
TOWN OF NORTH SALEM  
266 TITICUS ROAD  
NORTH SALEM NY 10560

<b>POLICYHOLDER</b> TOWN OF NORTH SALEM 266 TITICUS ROAD NORTH SALEM NY 10560		<b>CERTIFICATE HOLDER</b> WESTCHESTER COUNTY 148 MARTINE AVENUE WHITE PLAINS NY 10601	
<b>POLICY NUMBER</b> Z 2210 683-5	<b>CERTIFICATE NUMBER</b> 60318	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 06/01/2012 TO 07/01/2012	<b>DATE</b> 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 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  
VALIDATION NUMBER: 493079155



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> SKCG Group 123 Main St., 14th FL  White Plains NY 10601		<b>CONTACT NAME:</b> Ruth Desimone <b>PHONE (A/C, No, Ext):</b> (914) 761-9000 <b>FAX (A/C, No):</b> (914) 761-3749 <b>E-MAIL ADDRESS:</b> RDesimone@skcg.com																						
<b>INSURED</b> TOWN OF NORTH SALEM 266 TITICUS RD  NORTH SALEM NY 10560-1708		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Selective Ins. Co. of America</td><td>12572</td></tr><tr><td colspan="2">INSURER B: Selective Insurance Co.</td><td></td></tr><tr><td colspan="2">INSURER C:</td><td></td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Selective Ins. Co. of America		12572	INSURER B: Selective Insurance Co.			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: Westchester County

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		S 1687514	5/14/2012	5/14/2013	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS			S 1687514	5/14/2012	5/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB			n/a			BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	DED						Slate surcharge 2 \$
	RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			see separate certificate			AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS
B	Public Officials Liab			S 1687515	5/14/2012	5/14/2013	OTH-ER
	Claims Made Coverage						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Limit 1,000,000
							Deductible per claim 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
re: Town's IMA -East of Hudson Water Quality Investment Program Contract. Additional insured status is granted to Westchester County for Liability, per policy terms and conditions, when required by written contract. Other coverages are evidence of insurance

**CERTIFICATE HOLDER****CANCELLATION**

Westchester County  
148 Martine Avenue  
White Plains, NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Sternberg/RUTH



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> SKCG Group 123 Main St., 14th FL  White Plains NY 10601		<b>CONTACT</b> NAME: Ruth Desimone PHONE (A/C No. Ext): (914) 761-9000 FAX (A/C No.): (914) 761-3749 E-MAIL: RDesimone@skcg.com ADDRESS:	
<b>INSURED</b> TOWN OF POUND RIDGE 179 WESTCHESTER AVE  POUND RIDGE NY 10576-1741		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Way Insurance Co. NAIC # 26301 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: Westchester County

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		S 1682435	6/18/2011	6/18/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 1682435	6/18/2011	6/18/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Work loss benefits \$ 2,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>			N/A			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE SEPARATE CERT			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				N/A			

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

re: BOHWC IMA with Westchester County Additional insured status is granted to Westchester County for Liability per policy terms and conditions, when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Westchester County  
Department of Planning  
148 Martine Avenue - 4th floor  
White Plains, NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Sternberg/RUTH

ACORD 25 (2010/05)

INS025 (201005) 01

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# 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

\*\*\*\*\* 136007323  
TOWN OF POUND RIDGE  
179 WESTCHESTER AVENUE  
POUND RIDGE NY 10576

### POLICYHOLDER

TOWN OF POUND RIDGE  
179 WESTCHESTER AVENUE  
POUND RIDGE NY 10576

### 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  
VALIDATION NUMBER: 623223635



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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  
Fairfield County Bank Insurance Services  
401 Main Street  
Ridgefield CT 06877

CONTACT  
NAME:  
PHONE  
[A/C No. Ext: 203-438-0404] FAX [A/C No: 203-431-8789]  
E-MAIL  
ADDRESS: annmarie.spencer@fcbins.com  
PRODUCER  
CUSTOMER ID #: TOWNS01

INSURED  
Town of Somers  
335 Rte 202  
Somers NY 10589

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	St. Paul Insurance Companies	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 2013520383

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	Y Y	GP09314591	7/1/2011	7/1/2012	EACH OCCURRENCE	\$2000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1000000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$2000000
						GENERAL AGGREGATE	\$6000000
						PRODUCTS - COMP/OP AGG	\$6000000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y N	GP09314591	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$100000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	GP09314591	7/1/2011	7/1/2012	EACH OCCURRENCE	\$10000000
						AGGREGATE	\$10000000
							\$
							\$
						WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

with respects Town of Somers  
County of Westchester is additional insured per signed contract

## CERTIFICATE HOLDER

## CANCELLATION

County of Westchester  
148 Martine Avenue  
White Plains NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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 **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** 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.

<b>In the Application of</b> <b>(Legal Entity Name and Address):</b> TOWN OF SOMERS 335 RTE 202 SOMERS, NY 10589 PHONE: 914-277-3637 FEIN: XXXXX7329
---

<b>Business Applying For:</b> Contract with Government Agency  From: COUNTY OF WESTCHESTER
---

<b>Workers' Compensation Exemption Statement:</b>  The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.
--

<b>Disability Benefits Exemption Statement:</b> The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE for the following reason: The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.
--

I, BARBARA SHERRY, am the ASSISTANT TO SUPERVISOR with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if 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.

<b>SIGN HERE</b>	Signature: <i>Barbara Sherry</i>	Date: <i>May 15, 2012</i>
Exemption Certificate Number <b>2012-028308</b>		Received <b>May 15, 2012</b> NYS Workers' Compensation Board



# 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

\*\*\*\*\* 136007329  
TOWN OF SOMERS  
FINANCE OFFICE  
335 ROUTE 202  
SOMERS NY 10589

<b>POLICYHOLDER</b> TOWN OF SOMERS FINANCE OFFICE 335 ROUTE 202 SOMERS NY 10589		<b>CERTIFICATE HOLDER</b> COUNTY OF WESTCHESTER 148 MARTINE AVENUE WHITE PLAINS NY 10601	
<b>POLICY NUMBER</b> Z 2152 315-4	<b>CERTIFICATE NUMBER</b> 35391	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 07/01/2011 TO 07/01/2012	<b>DATE</b> 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 site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 794649787



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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  
Fairfield County Bank Insurance Services  
401 Main Street  
Ridgefield CT 06877

CONTACT  
NAME  
PHONE (A/C No. Ext): 203-438-0404 FAX (A/C No.): 203-431-8789  
E-MAIL  
ADDRESS: annmarie.spencer@fcbins.com  
PRODUCER  
CUSTOMER ID #: YORKT01

INSURED  
Town of Yorktown  
363 Underhill Avenue  
Yorktown Heights NY 10598

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Argonaut Great Central	
INSURER B: Argonaut Insurance Company	
INSURER C: Swiss Reinsurance of America	
INSURER D: Safety National Casualty Corp	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 876887296

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	PA461921202	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/PROP AGG \$6,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					
B	AUTOMOBILE LIABILITY		PA461921202	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		UKB461921201	12/31/2011	12/31/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	SP4041431	12/31/2011	12/31/2012	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$10,000,000 E.L. DISEASE - EA EMPLOYEE \$10,000,000 E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

with respects Town of Yorktown

RE: Intermunicipal Agreement East of Hudson Watershed Corporation

County of Westchester, and NYS DEC is additional insured per signed contract

**CERTIFICATE HOLDER****CANCELLATION**

County of Westchester  
Michaelian Office Bldg  
148 Martine Avenue  
White Plains NY 10601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Robert Spadaccini* 6/6/2012  
(Signature) (Date)

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

<b>PRODUCER</b> Fairfield County Bank Insurance Services 401 Main Street Ridgefield CT 06877	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C No. Ext): 203-438-0404 <b>FAX</b> (A/C No): 203-431-8789 <b>E-MAIL</b> Address: annmarie.spencer@fcbins.com <b>PRODUCER</b> <b>CUSTOMER ID#:</b> YORKT01
<b>INSURED</b> Town of Yorktown 363 Underhill Avenue Yorktown Heights NY 10598	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Argonaut Great Central <b>INSURER B:</b> Argonaut Insurance Company <b>INSURER C:</b> Swiss Reinsurance of America <b>INSURER D:</b> Safety National Casualty Corp <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 876887296

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	PA461921202	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMPROP AGG \$6,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA461921202	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		UMB461921201	12/31/2011	12/31/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N H/A		BP4041431	12/31/2011	12/31/2012	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$10,000,000 E.L. DISEASE - EA EMPLOYEE \$10,000,000 E.L. DISEASE - POLICY LIMIT \$

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

with respects Town of Yorktown  
RE: Intermunicipal Agreement East of Hudson Watershed Corporation  
County of Westchester, and NYS DEC is additional insured per signed contract

**CERTIFICATE HOLDER****CANCELLATION**

County of Westchester Michaelian Office Bldg 148 Martine Avenue White Plains NY 10601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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 ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT 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.

<b>In the Application of (Legal Entity Name and Address):</b> TOWN OF YORKTOWN 363 UNDERHILL AVENUE YORKTOWN HTS, NY 10598 PHONE: 914-962-5722 FEIN: XXXXX7341	<b>Business Applying For:</b> Contract with Government Agency  <b>From: COUNTY OF WESTCHESTER</b>
--	--

**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, JOAN GOLDBERG, am the COMPTROLLER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if 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.

<b>SIGN HERE</b>	<b>Signature:</b> <i>Joan Goldberg</i>	<b>Date:</b> 6/8/12
<b>Exemption Certificate Number</b> <b>2012-033019</b>		<b>Received</b> <b>June 6, 2012</b> <b>NYS Workers' Compensation Board</b>

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

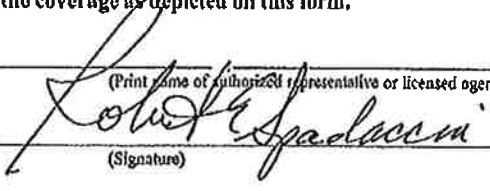
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation 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", 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 depicted on this form.

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/6/2012  
(Signature) (Date)

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.

**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.

## AMENDMENT TO CORPORATION AGREEMENT

THIS AGREEMENT made this 20 day of August, 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~~ Martine Avenue, White Plains, New York 10601 (the "County")

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:

1. 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.

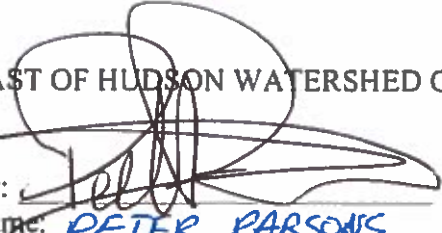
2. All other provisions of the Corporation Agreement remain in full force and effect in all respects and are applicable, without limitation, to the use of WQIP Funds as authorized by this Amendment.

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 Burroughs  
Title: Commissioner of Planning

EAST OF HUDSON WATERSHED CORPORATION

By:   
Name: PETER PARSONS  
Title: PRESIDENT

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

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

Approved as to form and manner of execution

  
Assistant County Attorney

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

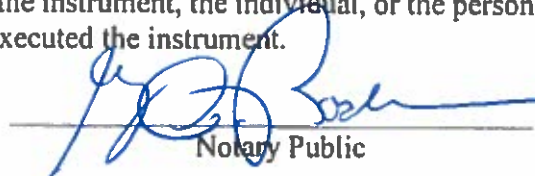
On this 30 day of AUGUST, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD BURGESS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to 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

EDWARD J. HOFFMEISTER  
Notary Public, State of New York  
No. 02HO4742897  
Qualified in Westchester County  
Commission Expires 9/30/2017

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

On this 25<sup>th</sup> day of AUGUST, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter 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.

  
Notary Public

George A. Rodenhausen  
Notary Public, State of New York  
Columbia County, Reg. #4987196  
Commission Expires 10/07/2017

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, WARREN LUCAS  
(Officer other than officer signing contract)

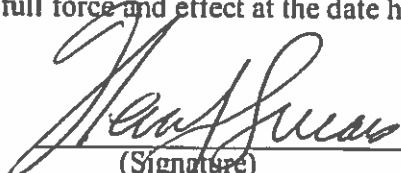
certify that I am the TREASURER of  
(Title)  
the EAST OF HUDSON WATERSHED CORPORATION  
(Name of Corporation)

a corporation duly organized and in good standing under the  
N-E-P CORPORATION (Law under which organized, e.g., the New York  
Business Corporation Law) named in the foregoing agreement; that  
PETER PARSONS  
(Person executing agreement)

who signed said agreement on behalf of the  
EAST OF HUDSON CORPORATION  
(Name of Corporation)


was, at the time of execution PRESIDENT  
(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.

  
(Signature)

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

On the 25<sup>th</sup> day of AUGUST in the year 2006 before me, the undersigned, a Notary Public in and for said State, WARREN 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 668 Titicus Rd, North Salem, 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 10/07/2017.