

THIS LICENSE AGREEMENT (the "Agreement"), made this 15th day of January, 2020 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

THE FRIENDS OF LASDON PARK AND ARBORETUM, INC., a not-for-profit corporation having an office and place of business at c/o 2610 Amawalk Road, Katonah, New York 10536 (the "Licensee")

WITNESSETH:

WHEREAS, the County owns certain property located at 2610 Amawalk Road, Katonah, New York 10536, commonly known as Lasdon Park and Arboretum (the "Property"); and

WHEREAS, the County desires to preserve the Property as an arboretum and horticultural center and Veteran's Museum for the public benefit; and

WHEREAS, Licensee was created for the purpose of supporting the County in its efforts to operate, preserve and develop the Property for the purpose of aiding in the sound development of Lasdon Park as an arboretum and horticultural center and support of the Veteran's Museum and Trail of Honor; contributing to the support of the Park; encouraging and maintaining public appreciation of the Park; and assisting in cultural, musical, leisure time and other programs, activities and projects at the Park consistent with the development of the Property; and

WHEREAS, the County, acting by and through its Department of Parks, Recreation and Conservation ("Department"), welcomes such supportive efforts from Licensee in connection with the County's operation and maintenance of the Property and wishes to cooperate with Licensee by

permitting Licensee access to the Property to undertake certain supportive programs, activities and services, pursuant to the terms and conditions herein.

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

1. Description: The County hereby grants to the Licensee and the Licensee hereby accepts from the County a non-exclusive revocable license to enter in and upon the Property for the purpose of undertaking certain programs, activities and services in connection with the County's operation and maintenance of the Property as an arboretum and horticultural center, including, without limitation, to operate plant sales and the garden shop, accept donations, support the Veteran's Museum and Trail of Honor, support seasonal and rotational exhibits in the Conservatory, and to sponsor other activities, programs or projects (collectively, the "Work"), provided, however, that all such Work shall be subject to the prior written approval of the Commissioner of the Department or his/her authorized designee ("Commissioner"), and conducted at such times and locations and in such a manner as designated by the Commissioner, in accordance with the terms and conditions set forth herein.

Within the first quarter of each year, Property staff will present to the Licensee a schedule of proposed programs for the year for the purpose of determining which (if any) of the programs the Licensee would lend their support to and thus co-sponsor. The Licensee will respond within ten (10) business days. Any additions to the schedule must be presented for approval within sixty (60) days of the project start unless approval is granted by the Commissioner for less than sixty (60) days of the project start.

The County intends that a material purpose of this Agreement is that Licensee shall operate under the terms and conditions of this Agreement for the accommodation and convenience of the public and at such times and in such a manner as the Commissioner shall prescribe.

2. Term: The term of this Agreement shall commence on January 1, 2021 ("Commencement Date") and terminate on December 31, 2025, unless terminated sooner as

hereinafter provided. At the sole option of the County, on notice to the Licensee, the term of the Agreement may be renewed for an additional five (5) year term, at a fee to be negotiated.

3. **License Fee:** (a) In consideration for the use of the Property for the Work, the Licensee shall pay the County an annual license fee ("License Fee") of One Dollar (\$1.00), within thirty (30) days from the Commencement Date, and thereafter, on the anniversary of the Commencement Date, for the duration of the Term. The License Fee shall be delivered to the Commissioner at the Department's office located at 450 Saw Mill River Rd, Ardsley, NY 10502, or to such other address designated in writing by the County, from time to time.

As additional consideration for this Agreement, the Licensee shall pay to the County, Fifty Percent (50%) of all proceeds, after expenses, for each co-sponsored event and/or project which may include, but is not limited to, outdoor concerts, events/programs, workshops, seminars, two (2) Holiday Train Shows ("Train Shows") and military events held in each year of this License. The license fee shall not include proceeds from the garden shop or plant sales. With the exception of the plant sale events, all co-sponsored events will be staffed by the County and the County will collect all entrance fees. All expenses must have the prior written approval of the Commissioner or her designee. Said net proceeds are due and payable quarterly.

The foregoing license fee shall also include the Licensees' provision of all equipment, supplies and provisions necessary for the operation of the garden shop and plant sales at the Licensees' sole cost and expense. The County will staff the garden shop, with hours to be determined by the Commissioner and with said staff's duties not to be limited to the garden shop.

(b) The Licensee agrees to the revenue handling procedures approved by the Commissioner.

All net proceeds from the Work shall be used to fund Licensee's other permitted programs, activities and services under this Agreement. Said net proceeds may also be used to conduct Licensee's other necessary business in keeping with its stated mission and vision. On a quarterly basis, Licensee shall submit an expense summary sheet for each event held which will become part of the After Program Report generated by the County.

4. **Accounts:** (a) The Licensee shall establish and maintain separate books and records and accounting procedures of its business operations hereunder and for the funds earned under this Agreement which shall present an accurate record of its business operations hereunder in accordance with Generally Accepted Accounting Principles. The County shall have the right, at its option, to inspect and audit such books and records as are reasonably pertinent to this Agreement at all reasonable times.

(b) Licensee shall retain for at least seven (7) years after the termination of this Agreement all supporting records incident thereto including, without limitation, point of sale records, tax reports, Federal and State Tax Returns, banking records, cash receipts records. Licensee shall allow the County to inspect/audit said records and/or point of sale equipment at any time during the term of this Agreement and said records for a period of seven (7) years after the termination of this Agreement.

(c) In addition to the above requirements, it is understood and acknowledged by Licensee that Licensee prepares an annual financial statement, which it duly files with the Internal Revenue Service and the New York State Charities Bureau (IRS Form 990). Said statement shall be furnished annually to the Commissioner as provided in the by-laws. The County shall have the right to inspect and audit, or call for an independent audit of such records at all reasonable times.

5. **Operation, Maintenance and Repair.** The Licensee shall, at its sole cost and expense, inspect, maintain and repair any equipment or personal property owned and utilized by Licensee at the Property, in clean, safe and good order, in compliance with all applicable laws and regulations, to the complete satisfaction of the Commissioner.

Licensee assumes all risks of its operations at the Property and shall provide at its sole cost and expense all necessary supervision, labor, appliances and equipment for the conduct of the Work at the Property pursuant to this Agreement. It is hereby understood that in no event shall

the County be construed to be responsible, as a bailee or otherwise, for any loss or damage to Licensee's property.

All materials, supplies, equipment, drawings and specifications necessary to carry out the Work and the time and manner of execution of same shall be subject to the prior written approval of the Commissioner, not to be unreasonably withheld.

The operations by Licensee under this Agreement shall be conducted in an orderly and proper manner so as not to annoy, disturb, offend or interfere with others using the Property. The Licensee shall immediately remove the cause of any reasonable objection made by the Commissioner regarding Licensee's use of the Property and/or the conduct of the permitted programs, activities and services or the demeanor, conduct and appearance of any of Licensee's officers, members, invitees or business guests.

Licensee shall carry out the Work in accordance with current industry standards and trade practices, in compliance with all applicable federal, state and local laws, rules and regulations and pursuant to the terms and provisions set forth herein, including, without limitation, the following:

- a) Licensee shall not display any signs, cards or advertising without the prior written approval of the Commissioner, at its sole discretion, not to be unreasonably withheld, and except in such areas as may be designated for such purposes by the Commissioner.
- b) Licensee shall not sell food and beverages to the public except as permitted by the Commissioner at certain special events. The Licensee must submit a list of items to be offered for sale, together with the prices therefore, to the Commissioner for prior written approval no later than thirty (30) days before any approved special event.
- c) Licensee acknowledges that the presence of alcoholic beverages at an approved special event requires the insurance outlined in Schedule "B" entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof.
- d) Due to an exclusive pouring rights contract the County has entered into with the Pepsi Cola Bottling Company ("Pepsi Cola"), only Pepsi Cola soft drink products, which shall include carbonated and non-carbonated beverages, may be sold at the Property to

patrons of the food and refreshment concession, or such other pouring rights licensee as may be designated in writing by the County, from time to time. Licensee shall ensure compliance with such requirement and must purchase such beverage products from Pepsi Cola by contacting Ray Rutyna, District Manager, Pepsi-Cola Bottling Co. of NY at (914)755-2097.

- e) Licensee shall, on a weekly basis, collect all monetary donations from the donation receptacles located at the Property, and keep monthly written records of all such donations. Licensee shall provide the Commissioner with statements of all such donations and all other donations on a quarterly basis.
- f) Licensee shall, on a daily basis, keep a written summary of all transactions from the garden shop located at the Property. Licensee shall provide the Commissioner with a summary report of all transactions on a quarterly basis.

6. Alterations. Licensee shall not make any alterations, additions or improvements to the Property without the prior written approval of the Commissioner, subject to all necessary legal approvals and pursuant to the terms set forth herein, including those set forth in paragraph 14. All such alterations, additions and improvements, including the Work, shall be made at the Licensee's sole cost and expense and shall become the property of the County immediately upon their annexation to the Property.

7. Records. All records or recorded data of any kind compiled by the Licensee in completing any approved alterations, additions and improvements to the Property during this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Licensee may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

8. Inspection. The Commissioner shall have the right to inspect, observe and monitor any aspect of the Work at the Property. The Licensee shall also permit the inspection, observation and

monitoring of such Work by any federal, state, county or municipal officer having jurisdiction therewith. The Licensee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.

9. **Flammables.** Licensee shall not use or store any explosives, toxic materials or flammables on or about the Property.

10. **Personnel.** Nothing contained herein shall be construed to make either party the agent or co-venturer of the other and the parties hereto expressly disclaim the existence of any relationship between them other than that specifically set forth in this Agreement. Licensee and the County agree that Licensee and, as applicable, its officers, members, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, Licensee's officers, members, employees, agents, contractors, subcontractors and/or consultants hereby covenant and agree that neither Licensee nor any of its officers, members, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers, members, agents or employees of the County or any department, agency or unit thereof.

11. **Condemnation.** In the event that the Property, or such a substantial part thereof is taken by eminent domain so as to render impossible the operation of this Agreement, this Agreement shall terminate on the date upon which title vests in the condemnor and neither party shall have any liability to the other on account of such termination.

12. **Fire Damage, Destruction.** In the event that, due to damage by fire or other casualty, the County elects to discontinue the operation of this Agreement, this Agreement shall terminate and the County shall have no liability to the Licensee hereunder; provided, however, that should such damage result from any act or omission of the Licensee, then this Agreement shall continue in full force and effect and the Licensee shall, at its sole cost and expense, repair the damage to the Property and its improvements, fixtures and equipment therein to the complete satisfaction of

the Commissioner. Upon the failure of the Licensee to make such repairs, the County may repair such damage at the Licensee's cost and expense.

13. Termination. (a) The County, upon sixty (60) days written notice to the Licensee, may terminate this Agreement, without cause, when it deems such termination to be in its best interest. Likewise, Licensee may upon sixty (60) days prior written notice to the County, terminate this Agreement without cause, when it deems such termination to be in its best interest.

(b) In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon thirty (30) days' notice to the Licensee; provided, however, that the Licensee may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period, by promptly commencing to cure the default within said thirty (30) day period and diligently pursuing all necessary and appropriate action to effect such cure. Upon a second default by the Licensee, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to Licensee.

14. Compliance with Laws: Licensee shall, at its sole cost and expense, obtain all permits, licenses, agreements and/or approvals necessary for Licensee's use of the Property and/or the conduct of the Work. Licensee shall comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the County of Westchester including, without limitation, those applicable to Licensee as an employer of labor, State and County Health Departments' health and sanitation regulations and those affecting the use of the Property by Licensee or the conduct of the Work.

15. No Sales: Except as expressly permitted herein, Licensee shall not sell, offer for sale, nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Property, without the prior written consent of the Commissioner.

16. Surrender of Premises; Holdover: Within thirty (30) days of the expiration or earlier termination of this Agreement, the Licensee shall remove all equipment, appliances and other personal property which has not been annexed to the Property and surrender possession of the Property, its improvements, fixtures and equipment to the County in good condition, normal wear and tear excepted and shall repair any damage caused by the Licensee therein to the complete satisfaction of the Commissioner in connection therewith.

17. Insurance and Indemnification: Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. Licensee agrees that, in the event it chooses to use a third party vendor approved by the County in accordance with the terms of this Agreement, to undertake any part of the Work, it will immediately notify the County and ensure that the vendor provides the County with proof of liability and workers compensation insurance as required under Schedule "A" naming both the County and Licensee as additional insureds. In addition to, and not in limitation of the insurance requirements contained herein Licensee agrees:

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

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

(c) In the event Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then Licensee shall reimburse the County's reasonable attorney's

fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

18. Notices: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or 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 the following:

To the County: Commissioner of Parks, Recreation and Conservation
County of Westchester
450 Saw Mill River Rd
Ardsley, NY 10502

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

To the Licensee: The Friends of Lasdon Park and Arboretum, Inc.
c/o 2610 Amawalk Road
Katonah, New York 10536

19. Assignment: The Licensee shall not delegate, assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the County, nor shall this Agreement be transferred by operation of law, it being the purpose and spirit of this instrument to grant this Agreement and privilege personally and solely to the Licensee named herein. Any purported delegation, assignment, subletting or subcontracting of this Agreement without the prior express written consent of the County is void and no delegation, assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Licensee of its obligations hereunder.

All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Licensee that for the purposes of this Agreement, all Work performed by a County-approved subcontractor, shall be deemed Work performed by the Licensee and the Licensee shall insure that such subcontracted Work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the Agreement. The Licensee shall obtain a written acknowledgment from the owner and/or chief executive of subcontractor, or his duly authorized representative that the subcontractor has received a copy of this Agreement, read it and is familiar with the material terms and conditions thereof. The Licensee shall include provisions in its subcontracts designed to ensure that the Licensee and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant, necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Licensee shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Licensee or his duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

20. No Lease: It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and no greater privilege for the use and occupancy of the Property is granted by the County, except as expressly set forth herein. The Licensee's privilege to use and occupy the Property shall continue only so long as the Licensee shall comply with each and every term and condition of this Agreement and the County does not elect to terminate this Agreement earlier.

21. Title Representations: Licensee represents that it is a not-for-profit corporation formed exclusively for charitable purposes, and solely for the benefit of the Park for the purpose of (1) aiding in the sound development of Lasdon Park as an arboretum and horticultural center; (2) contributing to the support of the Park; (3) encouraging and maintaining public appreciation of the Park; and (4) assisting in cultural, musical, leisure time and other programs, activities and

projects at the Park consonant with the development of the arboretum. The Licensee acknowledges that this representation of its purpose is a substantial part of this Agreement and any change in Friends' purpose as evidenced in its by-laws or other actions shall be grounds to terminate this Agreement upon thirty (30) days notice as provided for in paragraph "13" herein. As evidence of its incorporation and tax exempt status, Licensee has attached hereto as Schedule "D" a copy of its certificate of incorporation and by-laws and a copy of a certificate from the Internal Revenue Service certifying to Licensee's non-profit status under Title 26 section 501(c) (3) of the United States Code.

22. Non-Discrimination: The Licensee expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the Term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. Licensee acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors or others.

23. Disclosure of County Relationships: In order to disclose any relationships with County officers or employees, the Licensee agrees to complete the form attached hereto as Schedule "B". Licensee agree to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the Term of this Agreement, Licensee agrees to notify the County in writing within thirty (30) days of such event. The Licensee shall also have each approved subcontractor, complete this questionnaire prior to the commencement of the Work, and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Licensee within thirty (30) business days of such event and such information shall be forwarded by the Licensee to the County.

24. Criminal Background Disclosure: The Licensee agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "C".

25. Remedies Cumulative: The 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. Acceptance by the County of payment of any fee due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

26. Entire Agreement: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

27. Third Party Beneficiary: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

28. Choice of Law/Venue: This Agreement and any disputes hereunder shall be governed by the laws of the State of New York. Westchester County, New York shall be the venue for any legal disputes arising under this Agreement.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent

required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

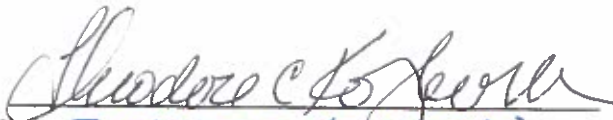
29. **Approval:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

THE COUNTY OF WESTCHESTER

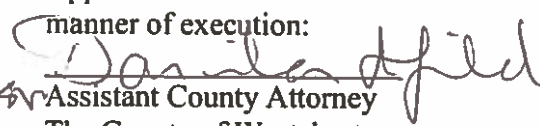
By: 
Kathleen M. O'Connor, Commissioner
Department of Parks Recreation & Conservation

THE FRIENDS OF LASDON PARK AND
ARBORETUM, INC.

By: 
Name: THEODORE C. KOZLOWSKI
Title: PRESIDENT

Authorized by Resolution of the County of Westchester Board of Acquisition and Contract on
November 25, 2020.

Approved as to form and
manner of execution:

 1/19/21
Assistant County Attorney
The County of Westchester

LICENSEE'S ACKNOWLEDGEMENT

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

On this 6th day of JANUARY, 2021, before me personally came
Theodore C Kozlowski, to me known, and known to me to be the
President of FLPA,
the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, the said _____
resides at 136 BLUEM RD, BROOKLYN NY and that he is
President of said municipal corporation.

Debra M Brill

Notary Public County

DEBRA M. BRILL
Notary Public, State of New York
Registration no. 01BR6228764
Qualified in Dutchess County
Commission Expires September 27, 2022
Debra M Brill

CERTIFICATE OF AUTHORITY

I, R. David Zapsky,
(Officer other than officer signing contract)

certify that I am the Vice President of
the Friends of Luskon Park and Arboretum Inc
(the "Licensee")

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

THEODORE C. ROZLOWSKI
(Person executing agreement)

who signed said agreement on behalf of the Licensee was, at the time of execution
PRESIDENT
(Title of such person)

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

[Signature]
(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this 31st day of December, 2020, before me personally came
R. David Zapsky, whose signature appears above, to me known, and
known to me to be the Vice President of Friends of
(Title)

Luskon Park, the Licensee described in and which executed
the above certificate, who being by me duly sworn did depose and say that he/she, the said
Vice President of said Licensee resides at Bedford Hills,
New York, and that he/she signed his/her name hereto
by order of the governing board of said Licensee.



Nina Kellogg Westchester
Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Licensee-Food and Liquor)**

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

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Licensee shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Licensee 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 Licensee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Licensee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Licensee concerning indemnification.

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

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

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

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

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

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

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

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

SCHEDULE "B"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(A potential County contractor must complete this form as part of the proposed County contract.)

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes ☒ No ☐

If yes, please provide details (attach extra pages, if necessary): CAROL GENOVESE
(CONTRACTED TO MANAGE FLPA WEBSITE)

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes ☐ No ☒

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an interest¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes ☐ No ☒

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Contract # _____

Name of Contractor/Subcontractor/Licensee _____

SCHEDULE "C"

CONTRACTOR
CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.² Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this

² For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer³. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that

³ Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

person on your Criminal Background Disclosure Form and Certification.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

I, THEODORE C KOZLOWSKI, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer either of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to either of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued.")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
 - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

DEBRA M. BRILL
Notary Public, State of New York
Registration no. 01BR6228764
Qualified in Dutchess County
Commission Expires September 27, 2022
Debra M Brill

Debra M Brill

Notary Public

Name: *Quarone C Foye*
Title: _____
Date: *1/6/21*

1/6/21

Date

SCHEDULE "D"
CERTIFICATE OF INCORPORATION AND BY-LAWS

CERTIFICATE OF INCORPORATION OF
THE FRIENDS OF LASDON ARBORETUM, INC.

(Pursuant to Section 402 of the
Not-For-Profit Corporation Law)

I, the undersigned, being a natural person of at least nineteen years of age and acting as the incorporator of the Corporation, hereby being formed under the Not-for-Profit Corporation Law of the State of New York, certify:

FIRST: The name of the Corporation shall be THE FRIENDS OF LASDON ARBORETUM, INC. (the "Corporation").

SECOND: The Corporation is defined in subparagraph (a) (5) of Section 102 of the Not-For-Profit Corporation Law.

THIRD: The purposes for which the corporation is to be formed shall be exclusively charitable within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986, as the same may be amended, and solely for the benefit of Lasdon Park, operated by the County of Westchester, Department of Parks, Recreation and Conservation, to wit:

1. To aid in the sound development of Lasdon Park, operated by the Department of Parks, Recreation and Conservation of the County of Westchester, as an arboretum and gardening center, and to contribute to the support, including financial support, of Lasdon Park.
2. To encourage and maintain public appreciation of Lasdon Park.
3. To give assistance, including financial assistance, to cultural, leisure-time and other programs and projects at Lasdon Park.
4. In furtherance of its purposes as an exclusively charitable organization as set out herein, but not for any other purpose, the Corporation shall have and may exercise, to the extent permitted by law, the power:

4.1 To receive and maintain a fund or funds of real or personal property, and subject to the restrictions and limitations hereinafter set forth, to apply the whole or any part of the income and/or principal thereof exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986, as the same may be amended, in such manner as in the judgment of the directors will best promote the express purposes of the corporation set forth above in this Article and is consistent with the provisions of said Section 501 (c) (3), as the same may be from time to time amended.

4.2 To do all things incidental, necessary or convenient to accomplish the aforesaid purposes and, except as otherwise herein expressly provided, to have and exercise all other powers, rights, privileges and authority, now or hereinafter conferred upon Not-For-Profit corporations by the laws of the State of New York, together with the power to solicit gifts and contributions from the general public. Nothing herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Not-For-Profit Corporation Law Section 404 (b) - (v):

5. It is the intention of the Corporation at all times to qualify and remain qualified as exempt from federal income tax under Section 501 (c) (3) of the United States Internal Revenue Code of 1986, as the same may be amended. Accordingly:

5.1 The Corporation shall not be conducted or operated for profit, and no part of the net earnings of the Corporation shall inure the benefit of or be distributable to any member, trustee, director, officer of the Corporation, or any private individual (except that reasonable

compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, trustee, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

5.2 No part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, or participating in, or intervening in any political campaign on behalf of any candidate for public office.

5.3 Notwithstanding any other provision herein, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

5.4 In the event of dissolution, all of the remaining assets and property of the organization shall after payment of necessary expenses thereof be distributed to such organizations as shall qualify under section 501 (c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of New York.

FOURTH: The Corporation is a Type B Corporation as defined in Section 201 of the Not-For-Profit Corporation Law.

FIFTH: The Secretary of State is hereby designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: Friends of Lasdon Arboretum, Inc., Route 35, Katonah, New York 10536

SIXTH: The principal office of the Corporation is to be located in the County of Westchester, New York

SEVENTH: The number of Directors shall be fixed by the bylaws but shall not be less than three.

EIGHTH: The names and addresses of the initial directors of the Corporation, to serve until their successors are designated in accordance with its bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jack Robbins	44 North Broadway, White Plains, NY
Richard Clark	133C Heritage Hills, Somers, NY
Mrs. Konrad Biedermann	Chadeayne Road, Ossining, NY

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand this 30th day of April, 1993.

Paul Alan Robbins
(Name)
44 North Broadway 3HS
(Address)
White Plains, New York 10603

1, SAMUEL G. FREDMAN
JUSTICE OF THE SUPREME COURT, a Justice of the Supreme
Court of the State of New York, for the Ninth Judicial District, hereby
approve the foregoing Certificate of Incorporation of THE FRIENDS OF LASDON
ARBORETUM, INC. and consent that same be filed.

Samuel G. Fredman
Justice of the Supreme Court
of the State of New York

SAMUEL G. FREDMAN
JUSTICE OF THE SUPREME COURT

6/27/92

DATED:

Notice of Application Waived
(This is not to be deemed an
approval on behalf of any
Department or Agency of The
State of New York, nor an
authorization of activities
otherwise limited by law.)

dated: _____
Attorney General

By: _____

June 10, 1992

THE UNDERSIGNED HAS NO OBJECTION
TO THE GRANTING OF JUDICIAL
APPROVAL HEREON AND WAIVES
STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

by Howard Holt

HOWARD HOLT
Associate Attorney

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On this 30 day of April, 1993, before me
personally came Jack A. Robbins, to me known,
and known to me to be the person described in and who executed the within
Certificate of Incorporation and he/she duly acknowledged to me that he/she
executed the same for the purpose therein mentioned.



Notary Public

LAWRENCE B. FASNACHT
NOTARY PUBLIC, NEW YORK STATE
NO. 4641811
QUALIFIED WESTCHESTER COUNTY
COMMISSION EXPIRES
JUNE 30, 1995

FILING RECEIPT

CORPORATION NAME: THE FRIENDS OF LASDON ARBORETUM, INC.

DOCUMENT TYPE : DOMESTIC (NOT-FOR-PROFIT) CORPORATIO TYPE: B COUNTY: WES

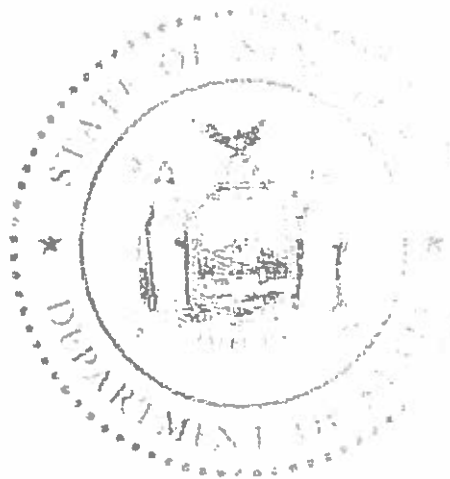
SERVICE COMPANY : ** NO SERVICE COMPANY **

FILED: 05/07/1993 DURATION: PERPETUAL CASH #: 930507000510 FILM #: 9305070

ADDRESS FOR PROCESS

THE CORPORATION
ROUTE 35
KATONAH, NY 10536

REGISTERED AGENT



FILER	FEES	75.00	PAYMENTS
JACK A. ROBBINS, PH.D.	FILING :	75.00	CASH :
FRIENDS OF LASDON PARK AND ABORETUM	TAX :	0.00	CHECK :
ROUTE 35	CERT :	0.00	BILLED:
KATONAH, NY 10536	COPIES :	0.00	
	HANDLING:	0.00	
			REFUND:

OS-1025 (11/89)



ANDREW P. O'FOURKE
County Executive

DEPARTMENT OF PARKS
RECREATION & CONSERVATION

BARRY C. SAMUEL
Acting Commissioner

June 23, 1992

Mr. Jack A. Robbins
44 North Broadway
White Plains, NY 10601

Dear Mr. Robbins:

The Department of Parks, Recreation and Conservation grants permission to the newly formed friends group, of which you have been elected president, to call themselves the Friends of Lasdon.

We appreciate the fine things your group is doing for Lasdon Park and Arboretum and look forward to working with the Friends to preserve and enhance this magnificent park for the enjoyment of all.

Sincerely,



Barry C. Samuel
Acting Commissioner

BCS:rmb



Friends of Lasdon Park & Arboretum

Route 35 Katonah, NY 10536

BY-LAWS OF THE FRIENDS OF LASDON PARK & ARBORETUM

LASDON PARK & ARBORETUM
SOMERS, NEW YORK

ADOPTED 1992

REVISED 1994

CHANGED and AMENDED 1999

EFFECTIVE 3/10/99

ARTICLE I: NAME, PURPOSE, ETC..

Section 1. NAME

The name of the Corporation is THE FRIENDS of LASDON PARK and ARBORETUM, INC.

Section 2. PURPOSES

The Corporation was formed for exclusively charitable purposes, and solely for the benefit of Lasdon Park and Arboretum, to wit:

- * To aid in the sound development of Lasdon Park and Arboretum, operated by the Department of Parks, Recreation and Conservation of the County of Westchester and to contribute to the support, including financial support of Lasdon Park and Arboretum.
- * To encourage and maintain public appreciation of Lasdon Park and Arboretum.
- * To give assistance, including financial assistance to cultural, leisure-time and other programs and projects at Lasdon Park and Arboretum.

Section 3. MANAGEMENT

The Corporation shall be managed by a Board of Directors, hereafter called the Board. The number of Directors shall be fixed by these By-Laws but shall not be less than three.

Section 4. FISCAL YEAR

The fiscal year of the Corporation shall be January 1 to December 31.

Section 5. OFFICES

The principal office of the Corporation shall be Lasdon Park and Arboretum, Somers, New York. The Corporation may maintain such other offices and keep its books, documents and records at such other places as may be designated by the Board or as the operations or affairs of the Corporation may require.

ARTICLE II: MEMBERS

Section 1 Members and Terms of Membership

The membership of the Corporation shall consist of those who have applied for membership and paid their annual dues.

Membership shall last for one year and is renewable upon payment of the current years dues.

Honorary non-voting memberships may be voted by the Board and shall be reviewed annually.

Section 2 Membership Classes, Dues, and Votes

Membership classes and dues shall be:

Individual	\$ 20.00	Sponsor	\$ 100.00
Family	30.00	Patron	250.00
Senior Citizen	15.00	Benefactor	500.00
Supporting	50.00	Hort. Society	150.00

When a vote of the Members is taken:

* Each adult in the individual membership may cast one vote.

* In the other membership classes, two adults per membership may cast one vote.

Members who fail to renew their memberships within six months of the mailing of the current years renewal notice may not cast any votes.

Section 3 Meetings of the Members

The Board may schedule regular or special meetings of the Members.

Personal or written notice of each meeting of Members stating place, date and time of the meeting shall be given to each Member at least five days prior to the date of the meeting. Such notice may be given by sending a schedule of meetings to the Members.

An Annual Meeting of Members shall be held at such time and place as shall be fixed by the Board.

ARTICLE II. Members (cont'd)

Section 5. Quorum

Unless otherwise required, ten percent of the voting Members, present in person, shall constitute a quorum for the transaction of business at a meeting of the Members, and any action to be taken by a vote of the Members shall be authorized by a majority of the votes cast.

ARTICLE III. Board of Directors

Section 1. Composition and Qualification

The Board shall consist of no less than three and no more than thirteen voting Members of the Corporation and shall be composed of two classes - A and B - and with seven Directors in Class A and six Directors in Class B.

Section 2. Election and Term of Office

The term of office for each class of Directors shall be two years. The term of office of one class shall expire each year and its successor shall be elected by the Members at the Annual Meeting.

Section 3. Resignations, Removals, and Vacancies

Any Director may resign at any time by written notice to the Board, the President or the Secretary. Any vacancy among the Directors resulting from any cause may be filled for the unexpired portion of the term by a vote of the Board.

Section 4. Meetings of the Board

Personal or written notice of each meeting of the Board stating place, date and time of the meeting shall be given to each Director at least three days prior to the meeting. Such notice may be given by sending a schedule of meetings to the Directors. Special meetings of the Board may be called by the President, by the Secretary, or upon written request of three Directors.

Section 5. Quorum

Unless otherwise required by these By-laws, a majority of the Board, present in person and including a majority of the Officers of the Corporation, shall constitute a quorum for the transaction of business at any meeting of the Board and act of a majority of the Directors present shall be the act of the Board.

Section 6. Annual Meeting of the Members

At the Annual Meeting of Members the Board shall present a report covering the fiscal year that terminated no more than six months prior to the Annual Meeting. The report shall be verified by the President and the Treasurer or by a majority of the Board and shall show the following appropriate detail:

- * Assets and Liabilities
- * Sources and use of Funds
- * Revenue or receipts
- * Expenses and disbursements
- * Number of members

ARTICLE III. Board of Directors (con't)

The Annual Report shall be filed with the records of the Corporation and either a copy or an abstract thereof entered in the minutes of the proceedings of the Annual Meeting.

ARTICLE IV. NOMINATION and ELECTION of THE BOARD

Section 1. Nominating Committee

The President, shall, in September of each year, appoint a Nominating Committee consisting of three Corporation Members. This Committee shall with the regular notice of the November and with the notice of the Annual Meeting, mail to members a proposed slate to fill the Board, Class A or Class B, to serve their designated terms and until their successors are elected.

Section 2. Elections

Election of the Board will take place at the Annual Meeting of members and will be by ballot and a plurality shall elect. In the event of a lack of contest in the election of any proposed Board member, a motion from the floor may be entered to instruct the Secretary to cast one ballot, thereby electing the proposed Board.

Section 3. The Board

The Board shall be broken down into two classes - Class A and Class B. The make up of each follows:

Class A shall be made up of the President, Treasurer and ^{four} ~~five~~ Board Members.

Class B shall be made up of the Vice-President, Secretary and ^{three} ~~four~~ Board Members.

Each class will serve for a two year term.

Section 4. Resignations, Removals and Vacancies

Any officer may resign by written notice to the Board, the President or the Secretary.

The resignation of the Treasurer shall be accepted only after a full accounting has been approved by the Board. A vacancy in any office resulting from any cause may be filled for the unexpired portion of the term by a vote of the Board.

Section 5. President

The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Members and of the Board, and shall be an ex-officio member of all committees.

Section 6. Vice-President

In addition to duties which may be prescribed by the Board, the Vice-President shall, in the absence of the President or in the event the President is unable to serve, perform the duties of the President.

Section 7. Secretary

In addition to the duties which may be prescribed by the Board, the Secretary shall record or cause to be recorded all the proceedings of the meetings of the Members, the Board, and all committees to which a secretary shall not have been appointed and shall see that all notices

ARTICLE IV. NOMINATION and ELECTION of the BOARD (cont'd)

that are required by law and these by-laws are duly given.

The Secretary shall be the custodian of the records and shall see that the books, reports, statements, certificates, and all other documents and records required by law or these by-lawss are properly kept, filed and available.

Section 8. Treasurer

In addition to the duties which may be prescribed by the Board, the Treasurer shall be the chief financial officer of the Corporation, shall be responsible for the receipt, custody and disbursement of the Corporation's funds and other assets, shall be the custodian of the financial records of the Corporation, and shall have charge of the investment of the Corporation's funds and other assets, all subject to the direction and approval of the Board.

Any expenditure in excess of one-thousand dollars (\$ 1000.00) requires the signature of both the President and the Treasurer.

An accurate statement of receipts and disbursements and of the financial status shall be submitted to the Corporation by the Treasurer at regular intervals.

ARTICLE V. COMMITTEES

Section 1. Executive Committee

The Board may create an Executive Committee by resolution adopted by a vote of the Board.

The Executive Committee shall consist of the President, Vice-President, Treasurer, Secretary and such other officers as the Board deems desirable.

The Executive Committee shall, to the extent provided in the resolution creating the Executive Committee, have the authority of the Board during the intervals between meetings of the Board.

ARTICLE VI. MISCELLANEOUS

Section 1. Amendments of the By-Laws

The By-Laws may be altered or amended at any meeting of the Board by an affirmative vote of two-thirds of those present and voting but no alterations shall be adopted unless the substance and effect of the proposed alterations or amendments shall have been stated in writing in the call for the meeting.

Section 2. Dissolution

The Friends of Lasdon Park and Arboretum may be dissolved by vote of more than two thirds of its members at any Regular Meeting. Upon dissolution, after paying or making provisions to pay all liabilities, the Board shall dispose of all remaining assets to Lasdon Park and Arboretum, Westchester County Parks and Recreation.

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE FRIENDS OF LASDON ARBORETUM, INC.**

Filed by:

**Michael A. Katz, Esq.
107 Cherry Street
Katonah, New York 10536**

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE FRIENDS OF LASDON ARBORETUM, INC.**

Under Section 803 of the Not-For-Profit Corporation Law.

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation is **THE FRIENDS OF LASDON ARBORETUM, INC.**

2. The certificate of incorporation was filed by the Department of State on the 7th day of May, 1993 under the Not-For-Profit Corporation Law under the name of THE FRIENDS OF LASDON ARBORETUM, INC.

3. The corporation is a corporation as defined in subparagraph (a) (5) of Section 102 (Definitions) of the Not-For-Profit Corporation Law, as a Type B Not-for-Profit Corporation pursuant to Section 201 of the Not-For-Profit Corporation Law.

4. The certificate of incorporation of this corporation is hereby amended to change the name of the corporation, to amend the entity's address for service of process and to add language required by the New York State Department of Education. Paragraph FIRST of the Certificate of Incorporation, which sets forth the name of the corporation, is hereby amended to read as follows:

FIRST: The name of the corporation is **THE FRIENDS OF LASDON PARK & ARBORETUM, INC.**

5. Paragraph FIFTH of the Certificate of Incorporation, which sets forth the corporation's address for service of process, is hereby amended to read as follows:

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

2610 Amawalk Road
Katonah, New York 10536

6. The following language, required by the New York State Department of Education, is hereby added to the certificate of incorporation as a new paragraph EIGHTH as follows:

EIGHTH: Nothing herein shall authorize the corporation to operate or maintain a library, archive, museum or historical society, or to own or hold collections.

7. The amendment was authorized by a vote of a majority of the entire board of directors.
The corporation has no members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 19th day of May, 2010 by the undersigned who affirm that the statements made herein are true under penalties of perjury.

MICHAEL A. KATZ
President

STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
Albany, New York

CONSENT TO FILING WITH THE DEPARTMENT OF STATE
(Certificate of Amendment with Name Change)

Consent is hereby given to the filing by

The Friends of Lasdon Arboretum, Inc.

[name of entity]

of the annexed certificate of amendment, including a change of name to

The Friends of Lasdon Park & Arboretum, Inc.

[new name]

pursuant to the applicable provisions of the Education Law, the Not-for-Profit Corporation Law, the Business Corporation Law, the Limited Liability Company Law or any other applicable statute.

This consent is issued solely for purposes of filing the annexed document by the Department of State and shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such entity, nor shall it be construed as giving the officers or agents of such entity the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.



IN WITNESS WHEREOF this instrument is executed and the seal of the State Education Department is affixed.

DAVID M. STEINER
Commissioner of Education

By: Kathleen Marinelli
Kathleen Marinelli

Commissioner's authorized designee

9/22/10
Date

**THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE OF THE
COMMISSIONER'S AUTHORIZED DESIGNEE AND THE OFFICIAL SEAL OF THE
STATE EDUCATION DEPARTMENT.**

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: THE FRIENDS OF LASDON PARK & ARBORETUM, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP)
PROCESS NAME PROVISIONS

COUNTY: WEST

=====

FILED:09/24/2010 DURATION:***** CASH#:100924000042 FILM #:100924000038

FILER:

MICHAEL A. KATZ ESQ.
107 CHERRY STREET

KATONAH, NY 10536

ADDRESS FOR PROCESS:

THE CORPORATION
2610 AMAWALK ROAD
KATONAH, NY 10536

REGISTERED AGENT:

=====

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13

SERVICE CODE: 13

FEEs 55.00

FILING 30.00
TAX 0.00
CERT 0.00
COPIES 0.00
HANDLING 25.00

PAYMENTS 55.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 55.00
OPAL 0.00
REFUND 0.00

=====

DOS-1025 (04/2007)

GERALD WEINBERG, P.C.

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90 State Street
Albany, New York 12207

Gerald Weinberg
Lawrence A. Kirsch

Telephone (518) 463-2051
NYS (800) 342-9856
Facsimile (518) 463-0079

September 24, 2010

Invoice no. NA329422

Michael A. Katz, Esq.
107 Cherry Street
Katonah, New York 10536

TO: GERALD WEINBERG, P.C.

FOR PROFESSIONAL SERVICES RENDERED:

Drafting Certificate of Amendment of

THE FRIENDS OF LASDON ARBORETUM, INC.

Filing said Certificate with Department of State

DISBURSEMENTS

Filing Fee - Department of State
Statutory Fee for Special Handling

Total Amount	\$	295.00
Amount Paid	\$	295.00
Amount Due	\$.00

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 1, 2010.

Selected Entity Name: THE FRIENDS OF LASDON PARK & ARBORETUM, INC.

Selected Entity Status Information

Current Entity Name: THE FRIENDS OF LASDON PARK & ARBORETUM, INC.

Initial DOS Filing Date: MAY 07, 1993

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

THE FRIENDS OF LASDON PARK & ARBORETUM, INC.

2610 AMAWALK ROAD

KATONAH, NEW YORK, 10536

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 24, 2010	Actual	THE FRIENDS OF LASDON PARK & ARBORETUM, INC.
MAY 07, 1993	Actual	THE FRIENDS OF LASDON ARBORETUM, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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