

THIS LICENSE AGREEMENT (the "Agreement"), made this 14th day of February, 2019²⁰²⁰ 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 MUSCOOT, INC., a not-for-profit corporation having an office and place of business at 51 Route 100, Katonah, New York 10530-3318 (the "Licensee")

WITNESSETH:

WHEREAS, the County owns certain property located at 51 Route 100, Katonah, New York 10530, commonly known as the Muscoot Farm (the "Property"); and

WHEREAS, the County desires to preserve the agricultural, cultural and natural heritage of the Property as a farm 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 as a farm for the public benefit; 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 as a farm 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 providing certain programs, activities and services in connection with the County's operation and maintenance of the Property as a farm, including, without limitation, the administration of an office and farm museum, the acceptance of donations, and certain other activities or programs (collectively, the "Program Work"). provided, however, that all such Program 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.

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 August 1, 2019 ("Commencement Date") and terminate on July 31, 2024 (the "Initial Term"), 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 (the "Renewal Term"). Hereinafter, the Initial Term and the Renewal Term are collectively referred to as the "Term."

3. **Consideration for License:** In consideration for the use of the Property for the Program 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, Licensee agrees to perform the following:

1) Licensee shall conduct and provide the Program Work as follows:

- a) Provide and maintain restoration and graphics services, purchase artifacts and conduct other programs, activities and services necessary for the general operation and maintenance of the farm museum at the Property;
- b) From time to time, provide tour guide(s) for the purpose of giving guided tours to the public at the Property, as offered by the Licensee and as reasonably requested by the County;
- c) Sponsor, among other things, the following programs:
 - Meet the Baby Animals;
 - Pumpkin Picking;
 - Theater on the Farm;
 - Movie Nights in the Barn; and
 - Sheep Shearing;
- d) Design, construct and administer exhibits for the Ensilage Pit, Root Cellar, Ice House and Milk House including purchasing artifacts, producing signs, labels and other graphics, and installing them in their respective buildings;
- e) Lease farm animals, lease and/or donate equipment, machinery and other furniture, fixtures and equipment to the County for exhibit and use at the Property. The County staff shall adhere to agreed-upon Animal Management Plan policy provided such policy has been submitted to the County staff;
- f) Run an Outdoor Farmers Market from May through October of each year to promote local farmers and related products; and
- g) Organize and conduct other related programs, activities and services provided same have been mutually agreed upon by Licensee and the Commissioner and are subject to all the terms and provisions set forth herein. Alcoholic beverages at a mutually agreed upon program requires the insurance outlined in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof.

All net proceeds from the Program Work shall be used to fund Licensee's other permitted programs, activities and services under this Agreement, such as the purchase of antiques, artifacts and/or farm animals, furniture, fixtures and equipment to be leased and/or donated, as applicable,



to the County and used at the Property. Said net proceeds may also be used to conduct Licensee's other necessary business in keeping with its stated mission and vision.

The County shall cooperate with Licensee to enable Licensee to provide the Program Work. The County, at its sole option, shall, from time to time, make available the services of those County employees which are already situated at the Property for assistance with the Program Work on an "as needed" basis.

2) Licensee shall, at its sole risk, cost and expense, renovate the kitchen and upgrade certain lighting fixtures, wires, conduits and equipment in that certain building known as the "Activity Building" located at the Property, pursuant to the terms and conditions more particularly described in Schedule "A" attached hereto and made a part hereof ("Additional Work") (the Program Work and the Additional Work shall hereinafter be collectively referred to as the "Work"). The Additional Work shall commence within ninety (90) days following the approval of same by the Commissioner or such other time as mutually agreed in writing by the parties, and shall be completed within one (1) year therefrom. Licensee acknowledges and agrees that the Additional Work shall not commence until all necessary plans, permits and approvals have been obtained and approved by the Commissioner. At the sole cost and expense of the Licensee, Licensee shall fully repair and restore any and all damage to the Property, improvements, fixtures and equipment caused by Licensee, its officers, employees, agents, invitees, independent contractors or subcontractors in connection with the Additional Work. The Additional Work shall become the property of the County immediately upon its annexation to the Property.

4. **Records:** All records or recorded data of any kind compiled by the Licensee in completing the Additional Work or any other structural improvements (i.e. Ensilage Pit, Root Cellar, etc.) described in 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.



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.

The Work, 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 procure and carry out the Work to completion 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, including, without limitation the Outdoors

Farmers Market. 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 special event.

- c) 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.
- d) 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.

6. **Alterations.** Except in connection with the Work, 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 13. 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. **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.

Licensee shall keep accurate books and records of its business operations hereunder in accordance with generally acceptable accounting principles and shall grant access to its books and

records to the County upon prior written request. Upon prior written request, Licensee shall furnish to the County a financial statement of its revenue and expenditures. 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. 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.

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

9. 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.

10. 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.

11. 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.

12. 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) 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.

13. 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.

14. **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.

15. **Surrender of Premises; Holdover:** Within sixty (60) 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.

16. **Insurance and Indemnification:** Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", 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 "B" 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.

17. 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 Muscoot, Inc.
51 Route 100
Katonah, New York 10530-3318

18. 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.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement:

[insert subconsultant(s) name(s), address(es) and purpose(s)].

Windows Plus General Contracting, Inc., 61 Fassitt Drive, Mahopac, NY 10541
A-AMP Electric Corp., PO Box 386, 46 Tomahawk Street, Baldwinsville, NY 10505
AM Plumbing & Heating LLC, 1922 Glenrock Street, Yorktown Heights NY 10598

19. **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.

20. **Title Representations:** Licensee represents that it is a not-for-profit corporation formed exclusively for charitable purposes, and solely for the benefit of the Property, for the purpose of (1) aiding in the sound development of the Property as an interpretive farm and including its related activities; (2) contributing to the support and maintenance of the Property as a farm; (3) encouraging and maintaining public appreciation of the Property as a farm; and (4) assisting in cultural, musical, leisure time and other programs, activities and services at the Property consonant with the development of the Property as a farm, as set forth in its by-laws and other governing documents ("Governing Documents"). Licensee acknowledges that this representation of its purpose is a substantial part of this Agreement and any change in Licensee's purpose as evidenced in the Governing Documents or other actions shall be grounds to terminate this Agreement upon thirty (30) days' prior notice as provided for in paragraph 12 herein. As evidence of its incorporation and tax exempt status, Licensee has attached hereto as Schedule "E" 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.

21. **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.

22. 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 "C". 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.

23. 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 "D".

24. 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.

25. 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.

26. 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.

27. 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.

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

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 02.14.2020
Assistant County Attorney
The County of Westchester
Friends Agree cmc.04.15.19.docx

LICENSEE'S ACKNOWLEDGEMENT

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

On this 29 day of October, 2019, before me personally came
Joseph Gramando, to me known, and known to me to be the
President of Friends of Muscoot,
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 President
resides at North Salem, NY and that he is
President of said municipal corporation.

Suzanne R. Schiro Westchester
Notary Public County

SUZANNE R. SCHIRO
Notary Public, State of New York
No. C19C5111077
Qualified in Westchester County
Commission Expires June 7, 2020

CERTIFICATE OF AUTHORITY

I, PAUL A. LEWIS,
(Officer other than officer signing contract)

certify that I am the TREASURER of
(Title)
the FRIENDS OF MUSCOOT, 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

JOE JOSEPH GRAMANDO
(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.

Paul A. Lewis
(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

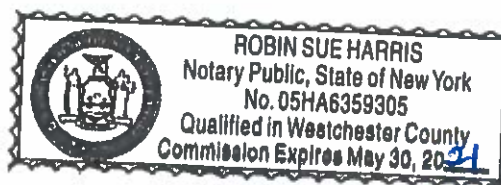
On this 30TH day of October, 2019, before me personally came
PAUL A. LEWIS, whose signature appears above, to me known, and
known to me to be the TREASURER of FRIENDS OF MUSCOOT
(Title)

ROBIN SUE HARRIS, 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

PAUL A. LEWIS of said Licensee resides at
44 TWINS LAKE ROAD, and that he/she signed his/her name hereto
by order of the governing board of said Licensee.

[Signature]
Notary Public

Westchester
County



SCHEDULE "A"

SCOPE OF WORK

Licensee shall provide all necessary labor, materials and equipment in connection with the renovation of the kitchen and certain lighting fixtures and/or equipment improvements located in the "Activity Building:"

- Demolition and removal of old kitchen cabinets and appliances;
- Wall preparation, including, among other things, priming and painting walls and ceiling
- Plumbing, electrical and cement work
- Repair floor as necessary
- Installation of new kitchen cabinets, faucets, sinks and appliances
- Upgrade and improvements to certain lighting fixtures, wires, conduits and equipment within the "Activity Building"

SCHEDULE "B"

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 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 "C"

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): Spouse of
one board member is employed by the county

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

Yes ☒ No ☒

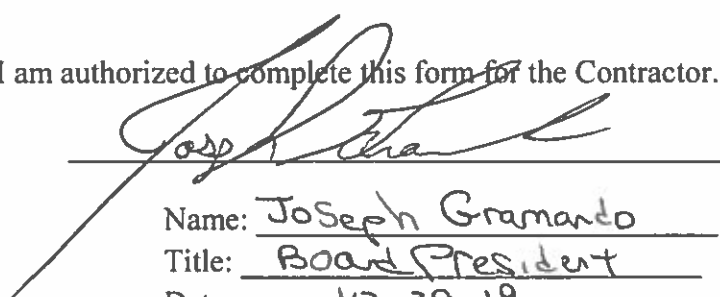
If yes, please provide details (attach extra pages, if necessary): Spouse of
one board member is employed by the county

- 3.) Do any County officers or employees have an **interest**¹ 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: Joseph Gramando
Title: Board President
Date: 10-29-19

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 "D"

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, Joseph Gramondo, 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

Commission Expires June 1, 2020
Noted in Westchester County
Noted in Westchester County
Noted in Westchester County
Noted in Westchester County

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.

Joseph Graman to

Name:

Title:

Date:

Joseph Graman
Board President
10-17-19

Suzann R. Schiro
Notary Public

10-17-2019
Date

SUZANN R. SCHIRO
Notary Public, State of New York
No. C18C8111077
Qualified in Westchester County
Commission Expires June 7, 2020

SCHEDULE "E"

CERTIFICATE OF INCORPORATION AND BY-LAWS

CERTIF OF
INCPA
1/16/78

State of New York }
Department of State }

SS.

15256

*I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that
the same is a correct transcript of said original.*

Witness my hand and seal of the Department of State on

APR 10 1980

Basil G. Paterson

Secretary of State

G020-504 (12/78)

CERTIFICATE OF INCORPORATION OF
THE FRIENDS OF MUSCOOT, INC.

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

Filed by

John McKew
P.O. Box 120
Waccabuc, N.Y. 10597

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STATE OF NEW YORK
DEPARTMENT OF STATE
APR 10 1980
AMT OF CHECK \$ 50
FILING FEE \$ 2
TAX \$
COPY \$
CERT \$
REFUND \$
BY: 2

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T. J. J.

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CERTIFICATE OF INCORPORATION OF
THE FRIENDS OF MUSCOOT, 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 MUSCOOT, 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 1954, as the same may be amended, and solely for the benefit of Muscoot Park, operated by the County of Westchester, Department of Parks, Recreation and Conservation, to wit:

1. To aid in the sound development of Muscoot Park, operated by the Department of Parks, Recreation and Conservation of the County of Westchester, as a

restoration farm and nature center, and to contribute to the support, including financial support, of Muscoot Park.

2. To encourage and maintain public appreciation of Muscoot Park.

3. To give assistance, including financial assistance, to cultural, leisure-time and other programs and projects at Muscoot 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 1954, 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, adhering in such solicitation to Executive Law, Article 7-A. 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) - (t).

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 1954, 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 to 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 1954 (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 1954 (or the corresponding provision of any future United States Internal Revenue Law).

5.4 In the event of dissolution, liquidation, termination or winding up of the Corporation, all of the remaining assets and property of the Corporation shall, after necessary expenses thereof, be distributed exclusively to the County of Westchester for the benefit of Muscoot Interpretative Farm, or if Muscoot is no longer in existence such charitable purposes for the benefit of parks which the Board shall determine, subject to an order 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 post office address to which the Secretary of State shall mail a copy of any notice required by law is:
P.O. Box 120, Waccabuc, New York 10597.

SIXTH: The operations of the Corporation are to be conducted within the United States of America.

SEVENTH: The principal offices of the Corporation are to be located in Muscoot Park Farm, Route 100, ~~XXXXXXXX~~ Somers, Westchester County, New York 10536.

EIGHTH: The number of Directors shall be fixed by the by-laws but shall not be less than three.

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

<u>NAME</u>	<u>ADDRESS</u>
George Flanagan	364 Somerville Place, Yonkers, N.Y.
Judith Kelley	Lovell Street, Lincolndale, N.Y.
John McKew	Chapel Road, Waccabuc, N.Y.

TENTH: All consents required by law shall be endorsed upon or annexed to this Certificate prior to delivery to the Department of State for filing.

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate and affirms the statements therein as true under penalties of perjury this 16th day of January, 1974

NAME	<u>John McKew</u> <u>John McKew</u>
ADDRESS	<u>Chapel Road</u> <u>Waccabuc, NY, 10597</u>

BYLAWS
OF
THE FRIENDS OF MUSCOOT, INC.

January 1987 Revision

Muscoot Park
Somers, New York

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ARTICLE I: NAME, PURPOSES, ETC.

Section 1. Name

The name of the Corporation is THE FRIENDS OF MUSCOOT, INC.

Section 2. Purposes

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

- To aid in the sound development of Muscoot Park, operated by the Department of Parks, Recreation and Conservation of the County of Westchester as a restoration farm and nature center, and to contribute to the support, including financial support, of Muscoot Park.
- To encourage and maintain public appreciation of Muscoot Park.
- To give assistance, including financial assistance, to cultural, leisure-time and other programs and projects at Muscoot Park.

Section 3. Management

The Corporation shall be managed by a Board of Directors, hereafter referred to as the Board. The number of Directors shall be fixed by these bylaws 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 is located in Muscoot Park, Somers, New York 10536. 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 year's 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 annual dues shall be:

Membership Class	Annual Dues	Membership Class	Annual Dues
1. Individual	10.00	4. Sponsor	100.00
2. Family	25.00	5. Patron	250.00
3. Supporting	50.00	6. Corporate	500.00

When a vote of the Members is taken:

- Each adult in the Individual Membership Class may cast one vote.
- In the other Membership Classes, two adults per membership may each cast one vote.

Members who fail to renew their memberships within six months of the mailing of the current year's 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 the 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.

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 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 nine voting Members of the Corporation and shall be composed of two classes with no less than three and no more than five Directors in class A and no more than four Directors in class B.

No Director of the Corporation shall be an employee of the County of Westchester.

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. By vote of the Board, a Director may be removed after missing three meetings without prior notification to an officer of the Corporation. 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 the 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 bylaws, 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 the act of a majority of the Directors present shall be the act of the Board.

Section 6. Annual Meeting of 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 in appropriate detail:

- Assets and liabilities
- Sources and uses of funds
- Revenue or receipts
- Expenses and disbursements
- Number of Members

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. OFFICERS OF THE CORPORATION

Section 1. General

→ The officers of the Corporation shall be selected from the Board and elected by a vote of the Board at a meeting designated by the Board for the purpose of electing officers.

The officers shall consist of a President, Vice President, Secretary, Treasurer, and such other officers as the Board may elect.

Any two or more offices may be held by the same person, except the offices of President and Secretary.

Each officer shall serve for a term of one year and until his successor is elected and qualifies.

All officers are subject to the supervision and direction of the Board and shall discharge the duties specified in these bylaws and such other duties as the Board may assign.

If required to do so by the Board, the Treasurer, Assistant Treasurer or any other officer of the Corporation shall give a bond for the faithful discharge of his duties in such sum and with such surety as the Board shall require. The expense of such bond shall be paid by the Corporation.

Section 2. Resignations, Removals and Vacancies

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

→ The resignation of a Treasurer shall be accepted only after a full accounting has been approved by the Board.

Any officer may be removed, with or without cause, by a majority vote of the entire 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 3. Compensation.

Unless otherwise approved by resolution of the Board, the officers shall be unpaid. The fixing of salaries or compensation of the officers shall be authorized by a vote of the majority of the entire Board.

Section 4. President

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

Section 5. 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 6. 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 that are required by law and these bylaws are duly given.

The Secretary shall be the custodian of the records and of the corporate seal and shall see that the corporate seal is affixed to all documents the execution of which on behalf of the Corporation under its corporate seal is duly authorized by the Board, and shall see that the books, reports, statements, certificates, and all other documents and records required by law or these bylaws are properly kept, filed and available.

The corporate seal shall be in such form as may be determined by the Board.

In addition to duties which may be prescribed by the Board, any Assistant Secretary shall, at the direction of the Secretary, perform all of the duties of the Secretary.

Section 7. 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 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.

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.

Section 2. Standing and Special Committees

The Board may, by resolution, establish such standing and special committees as it deems desirable.

Unless the resolution creating the standing or special committee provides otherwise, the members thereof shall be appointed by the President with the consent of the Board.

Standing and special committee shall exercise only such powers and perform only such duties as are prescribed by the Board.

Any member in good standing may be appointed to serve on any standing or special committee.

Section 3. Notice of Committee Meetings

Notice of committee meetings shall be given in the same manner as notice of Board meetings.

Section 4. Quorum of Committees

A majority of any committee, present in person, shall constitute a quorum for the transaction of business at any committee meeting, and the action of a majority of the committee members at any meeting shall be the act of the committee.

ARTICLE VI. MISCELLANEOUS

Section 1. Meeting Adjournments

When a meeting is adjourned to another time or place it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When an adjourned meeting reconvenes, any business may be transacted that might have been transacted at the original meeting.

Section 2. Loans to Members and Others

No funds of the Corporation shall be loaned to any Member of the Corporation or to any entity in which a Member of the Corporation is an officer or Director or holds a substantial financial interest.

Section 3. Indemnification

The Corporation shall indemnify, to the extent permitted and upon conditions prescribed by law, any person made a party to an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a Member, Director, officer or employee of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Member, Director, officer or employee of the Corporation is adjudged to have breached his duty to the Corporation under law.

The Corporation shall also indemnify, to the extent permitted and upon the conditions prescribed by law, any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust or other enterprise which any Member, Director, officer or employee of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a Member, Director, officer or employee of the Corporation, or served such other corporation, partnership, joint venture, trust or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Member, Director, officer or employee of the Corporation acted in good faith for a purpose which he reasonably believed to be in the best interests of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

The foregoing rights of indemnification shall not be exclusive of any other rights to which any such Member, Director, officer or employee of the Corporation may be entitled as a matter of law, or which may be lawfully granted to him; and the indemnification hereby granted by the Corporation shall be in addition to and not in limitation of any other privilege or power which the Corporation may lawfully exercise with respect to indemnification or reimbursement of Members, Directors, officers and employees of the Corporation.

Section 4. Contracts and Other Transactions

A contract or other transaction shall not be void or voidable solely because it is between the Corporation and one or more of its Members or between the Corporation and any other corporation or entity in which one or more of Members holds office or has a financial interest, provided that:

- The Board authorizes such contract or transaction by vote without counting the vote of any such interested Member; and
- The contract or transaction is fair and reasonable to the Corporation at the time of its authorization; and
- The fact of such office or interest is disclosed to the Board prior to such authorization.

Section 5. Assets Received for Specific Purposes

In the event that the Corporation shall receive by gift, grant, bequest, devise or otherwise any funds or other real or personal property of any kind in trust for, or with a direction to apply the same to, any purpose specified in its Certificate of Incorporation, the Board shall cause accurate accounts to be kept of such assets separate and apart from the other assets of the Corporation and the Treasurer shall, unless the terms of the particular trust instrument by which such assets were vested in the Corporation provide otherwise, make an annual report to the Members concerning the assets so held and the use made of such assets and the income thereof.

Section 6. Captions and Definitions

The captions preceding the Articles and Sections in these bylaws are inserted as a matter of convenience and reference only and in no way define, limit or describe the meaning or intent of these bylaws or any provision thereof.

The masculine pronoun wherever used in these bylaws shall mean and include the feminine pronoun.

The word adult wherever used in these bylaws shall mean any competent person eighteen or more years of age.

Section 7. Amendments

These bylaws may be added to, amended or revised by a vote of the Members provided written notice of such proposed addition, amendment or revision shall have been given to each Member at least ten days before the meeting at which action thereon is to be taken.

These bylaws may be added to, amended or revised by a vote of the Directors at any meeting of the Board provided written notice of any such proposed addition, amendment or revision shall have been given to each Director at least three days before such meeting.

Any bylaw adopted by the Board may be added to, amended or revised by the Members and any bylaw adopted by the Members may be added to, amended or revised by the Board, except that the Directors shall have no power to add to, amend or revise this Article VI, Section 7, of these bylaws.

NOTICE
OF PROPOSED AMENDMENT TO BYLAWS
OF THE FRIENDS OF MUSCOOT, INC

At the regular meeting of the Friends of Muscoot on Wednesday, January 20th, 1988, it was proposed and approved that the following amendment to the Bylaws should be presented for approval by the membership at the next regular meeting of The Friends of Muscoot:

ARTICLE III, Board of Directors
Section I, Composition and Qualification

that the second sentence of this Section be amended to read:

NO DIRECTOR OF THE CORPORATION
SHALL BE A FULLTIME EMPLOYEE OF
THE COUNTY OF WESTCHESTER DEPARTMENT
OF PARKS, RECREATION & CONSERVATION

(words underlined are additional to current Bylaws)

Jan 25, 1988

Amendment adopted
by Board of Directors
2-24-88

By-Laws

