

THIS AGREEMENT ("Agreement" or "License"), made this 6th day of June, 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 (hereinafter referred to as the "County")

and

MINIATURE AIRCRAFT ASSOCIATION OF WESTCHESTER, INC., a not for profit corporation organized and existing under the laws of the State of New York, having a place of business at 175 Trenton Avenue, White Plains New York, 10606 (hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee desires to obtain permission from the County to use certain portions of Croton Point Park, Croton-on-Hudson, New York, more particularly designated in the map which is attached hereto and made a part hereof as Schedule "A" so that Licensee's members may pursue the hobby/sport of flying miniature aircraft; and

WHEREAS, the County, acting by and through its Department of Parks, Recreation and Conservation ("Department"), is willing to grant such permission on the terms and conditions herein set forth.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants, agreements, terms and conditions herein set forth do agree as follows:

FIRST. Description: The County hereby grants to Licensee and Licensee hereby accepts from the County a license (hereinafter "License") for the privilege of using the portion of Croton Point Park, Croton-on-Hudson, New York ("Park") described in the map attached as Schedule "A" ("Licensed Area") for the purpose of flying miniature aircraft. Licensee may use the Licensed Area for such purposes specified herein daily between the hours of 10:00 a.m. and dusk. The Commissioner of the Department or her duly authorized designee ("Commissioner") may, in her discretion,

modify such times, or the permit area, when she shall deem it in the interests of the Park or the County. Licensee will be responsible for notifying its members regarding the times during which the Licensed Area may be used, together with any modification of the Licensed Area.

The sound made or created by miniature aircraft operated by Licensee's members shall not exceed 94 (ninety-four) d(b)a at nine (9) feet. Engine displacement for all miniature aircraft operated by Licensee's members shall not exceed 1.6 cubic inches for 2-stroke engines, and shall not exceed 1.8 cubic inches for 4-stroke engines.

Attached hereto and made a part hereof as Schedule "B" is the 2018 official Academy of Model Aeronautics National Model Aircraft Safety Code. Licensee and every member thereof shall comply with Schedule "B" and any amendments thereto. Whenever the term "I" is used in Schedule "B", it shall mean Licensee and each and every member of Licensee.

This Agreement is limited to the stated purpose at times and in locations designated by the Commissioner and shall not preclude the County from entering into agreements with other licensees for similar events by individuals and/or organizations at the Park or elsewhere.

SECOND. Term: (a) This License shall commence retroactively on September 7, 2019 and continue through September 6, 2024 ("Initial Term"), unless sooner terminated as herein provided. The County, in its sole option, shall have the right to renew this Agreement for one (1) successive five (5) year term ("Renewal Term").

THIRD. License Fee: (a) Licensee, as compensation for the privilege of operating this License, shall pay to the County, the following license fees during the Initial Term.

<u>Contract Period</u>	<u>License Fee</u>
9/7/19 – 9/6/20	\$525.00
9/7/20 – 9/6/21	\$551.00
9/7/21 – 9/6/22	\$579.00

9/7/22 – 9/6/23	\$608.00
9/7/23 – 9/6/24	\$670.00

(b) Should the County exercise its option to renew the Agreement for the Renewal Term, the license fee for each year of the Renewal Term shall be determined and agreed upon by the parties.

(c) Licensee will pay the license fee for the first year this License is in effect upon execution of this License. Thereafter, Licensee shall pay the License Fee on or before September 7 of each year this License is in effect, including any extensions of this License. A late fee of two percent (2%) per month shall be imposed for payments more than thirty (30) days overdue.

(d) The License Fee shall be paid to the County as provided herein, without abatement, reduction or setoff, except as otherwise specifically provided in this License.

(e) All fees due to the County hereunder shall be payable at the Office of the Commissioner, Department of Parks, Recreation & Conservation, 450 Saw Mill River Road, Ardsley, New York 10502, or at such other offices as the County may designate by notice, in such form and in such manner as the Commissioner may reasonably require.

FOURTH. Condition of Premises: Licensee expressly acknowledges that the County has not made any representation as to the condition or the viability of the Licensed Area for Licensee's intended purposes, or as to the condition of any improvements, equipment, fixtures or appurtenances situated at the Licensed Area, for the operation of miniature aircraft, except as herein stated. Licensee further acknowledges that it has inspected the Licensed Area and the improvements, equipment, fixtures, and appurtenances situated at the Licensed Area and finds the Licensed Area in acceptable condition and suitable for its intended purposes and relies solely upon such inspection to enter into this Agreement. Licensee accepts the Licensed Area "as is" in its current condition. Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by it or its members for reason of any defects, deficiency or impairment of the Licensed Area, or by reason of any loss resulting from fire, water, tornado, explosion, civil commotion or riot, and Licensee hereby expressly

releases and discharges the County, its officers, employees or agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid or related to this Agreement.

FIFTH. Security Deposit: The Licensee shall deposit with the County the sum of FIVE HUNDRED DOLLARS (\$500.00) as security for the faithful performance of this License, for the payment of fees and charges due hereunder, and to insure that any repairs to the Licensed Area are made in an expedient fashion to the satisfaction of the Commissioner. In the event of any default by the Licensee hereunder, the County may, but shall not be required to, apply such security deposit and any accrued interest thereon and/or late fees toward curing such default. Upon the application of all or part of such security deposit as hereinabove provided, the Licensee shall, upon demand, deposit with the County the amount applied so that the entire security deposit shall remain with the County throughout the term of this License. Nothing hereunder shall be construed to limit any other right the County may have in the event of a default by the Licensee. If the Licensee shall fully and faithfully comply with all of the terms and conditions of this License, the security deposit, or any balance thereof, and any accrued interest shall be returned to the Licensee upon the expiration of this License and the removal of the Licensee and its property from the Licensed Area.

SIXTH. Maintenance: Licensee, at its sole cost and expense, shall keep all areas assigned to Licensee for the operation of the Licensed Area in a clean and neat condition in good order and free from litter, trash and refuse, including the fixtures and equipment thereon, and shall make all required repairs, except for structural repairs which shall be the responsibility of the County. Upon notice by Licensee, the County agrees to either promptly commence structural repairs required to remedy a dangerous condition or to terminate the Agreement. All other structural repairs shall be subject to the County's normal procurement procedures.

In the event Licensee fails to commence maintenance, cleaning or repairing of the Licensed Area within a period of seven (7) days after written notice from the County requesting such work, or in the event Licensee fails to diligently continue through the

completion of such work, the County may, at its sole option, and in addition to any other remedies available to it, enter the Licensed Area and maintain, clean, repair, replace or remove, all or any part of the Licensed Area or the improvements thereon at the reasonable cost and expense of Licensee. However, if in the sole opinion of the County, the failure of Licensee to perform such maintenance materially endangers the safety of the public or the employees or the property of the County and the County states same in its notice to Licensee, then the County may, at its sole option, and in addition to any other remedies available to it, enter the Licensed Area and perform such maintenance at anytime after giving notice. Licensee agrees to pay all reasonable costs and expenses associated with such maintenance.

SEVENTH. Equipment and Alterations: The Licensee, at its sole cost and expense, shall supply, repair and replace all existing equipment or improvements of the County required for the proper operation of this License. All such existing or new equipment shall comply with all applicable laws, including, without limitation, all fire and electrical safety codes and requirements.

Upon expiration or termination of this License, the Licensee shall promptly remove, at its sole cost and expense, all its equipment and other property from the areas assigned to the Licensee hereunder. Any property of the Licensee remaining thereon after fifteen (15) days of such termination shall be deemed abandoned by the Licensee and the County may either utilize such property, allow it to be utilized by others or remove the property, and any and all cost and expense incurred in the removal thereof shall be charged to the Licensee and paid within thirty (30) days from receipt of written notice thereof.

The Licensee shall not install any fixtures or make any improvements or alterations to the space assigned to the Licensee hereunder without the prior written consent of the Commissioner, except County shall not require consent prior to Licensee installing any temporary structures such as the receiver shed previously installed on the Licensed Area, picnic tables and temporary awnings. Any fixtures, improvements or

alterations shall immediately, upon installation, be deemed to be affixed to the realty and shall become property of the County.

EIGHTH. Inspection: The Commissioner shall be entitled to enter any area of the Licensed Area for the purpose of inspecting, observing and monitoring any aspect of the License. The Licensee shall also permit inspection of same by any federal, state, county or municipal officer having jurisdiction. The Licensee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.

NINTH. Inflammables: Licensee shall not use or store at the Licensed Area any toxic materials, illuminating oils, oil lamps, turpentine, benzene, naphtha or like substances or explosives of any kind, or any other substances, matter, compound or thing prohibited in the standard policies of fire insurance issued by fire insurance carriers licensed to do business in New York State, except for such fuels as used in the operation of aircraft (which fuel will not be stored at the Licensed Area).

TENTH. Fire, Damage, Destruction: In the event the areas assigned to the Licensee, or any building or structure thereon or part thereof, become unfit for use or occupancy due to damage by fire or other casualty, this License 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 License shall continue in full force and effect and the Licensee, at its sole cost and expense, shall repair the damage. Upon the failure of the Licensee to make such repairs, the County may repair such damage at the sole cost and expense of the Licensee.

ELEVENTH. Insurance and Indemnification: The Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the 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, the Licensee shall indemnify and hold harmless the County, its officers, employees, 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 performance or failure to perform hereunder by the Licensee or third parties under the direction or control of the 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 the 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 the 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.

TWELFTH. Conduct of Members: Licensee shall conduct the operation of this License in an orderly and proper manner so as not to annoy, disturb or offend others using the County's recreational facilities. The Licensee shall immediately remove any of its members, volunteers, invitees or guests which may be the cause of any objection reasonably made by the Commissioner regarding the demeanor, conduct or appearance of such persons.

THIRTEENTH. Assignment: The Licensee shall not assign, sublet, subcontract or otherwise dispose of this License, or any right, duty or interest herein, without the prior written consent of the Commissioner, nor shall this License be transferred by operation of law, it being the purpose and spirit of this instrument to grant this License and privilege personally and solely to the Licensee named herein. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. Notwithstanding the foregoing to the contrary, no assignment, subcontracting, subletting

or other such disposition of this license, either with or without such consent of the Commissioner, shall serve to relieve the Licensee of its obligations hereunder.

FOURTEENTH. Liens: Except as otherwise expressly provided herein, Licensee will not create or permit to be created, and will discharge or bond within thirty (30) days after notice of the filing thereof, any lien, encumbrance or charge upon the Licensed Area or any equipment permanently affixed thereto, having priority over or parity with the estate, title, right and/or interest of the County in the Licensed Area or such equipment.

FIFTEENTH. Termination: (a) The County, upon ten (10) days notice to the Licensee, may terminate this License in whole or in part when the County deems it to be in its best interest.

(b) In the event the County determines that there has been a material breach by the Licensee of any of the terms of the License and such breach remains uncured for five (5) days after service on the Licensee of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. Without limiting the foregoing, upon written notice to the Licensee, repeated breaches by the Licensee of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. In the event of such termination, the County may take custody of and use any property of the Licensee on the Licensed Area on the date of termination.

If this License is terminated by the County for any reason, the License Fee otherwise payable prior to such termination shall be ratably apportioned (with each month constituting one-twelfth of the annual obligation).

No holding over by Licensee after the termination or expiration of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever. Continued occupancy thereof by Licensee shall constitute trespassing by Licensee. In addition to any other remedy available to the County, any holding over by Licensee

without the written consent of the County shall make Licensee liable to the County for damages.

SIXTEENTH. Permits and Regulations/Compliance with Laws: The Licensee shall, at its sole cost and expense, procure and maintain in full force and effect for the term of this License, all permits, licenses and approvals from all applicable governmental authorities. The Licensee shall comply with all applicable federal, state and local laws, rules and regulations in connection with this Agreement.

SEVENTEENTH. No Lease: It is expressly understood and agreed that no building, part of a building, structure, equipment or space is leased to the Licensee, and the Licensee's privilege to use and occupy the Licensed Area shall continue only during the term herein stated and so long as the Licensee shall comply with each and every term and condition of this License.

EIGHTEENTH. Risk of Operation: The Licensee assumes all risks in the operation of this License. The Licensee shall comply with any and all rules and regulations prescribed by the County for the operation of the Licensed Area. Upon request, the County shall furnish a copy of such rules and regulations to the Licensee. Licensee shall provide at its sole cost and expense, all necessary tools, appliances and equipment necessary for operation of miniature aircraft.

NINETEENTH. Bankruptcy: If at any time during the term of this License, any petition in bankruptcy is filed by or against the Licensee or if the Licensee shall be adjudicated a bankrupt; or if a Receiver is appointed to take possession of the Licensee's property; or if the Licensee shall make any assignment for the benefit of creditors, this License shall, at the option of the County, immediately cease, terminate and expire. Nothing hereunder shall relieve the Licensee from any liability incurred under this License and the Licensee covenants and agrees to yield and deliver to the County possession of the Licensed Area promptly and in good condition on the date of the cessation of this License, whether such cessation be by termination, expiration or otherwise.

TWENTIETH. Notices: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County: Commissioner
Westchester County Department of
Parks, Recreation & Conservation
450 Saw Mill
Ardsley, New York 10502

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

To the Licensee: Miniature Aircraft Association of Westchester, Inc.
175 Trenton Avenue
White Plains, New York 10606
Attn: Marland Oliva

TWENTY-FIRST. 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 License, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The 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.

TWENTY-SECOND. Assumed Name: The Licensee hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-THIRD. MBE/WBE Policy: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color and/or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, the Licensee hereby agrees to complete the questionnaire attached hereto as Schedule "D".

TWENTY-FOURTH. 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 "F".

TWENTY-FIFTH. Disclosure of County Relationships: The Licensee shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Licensee shall also use all reasonable means to avoid any appearance of impropriety. In order to disclose any relationships with County officers or employees, the Licensee agrees to complete the form attached hereto as Schedule "E."

TWENTY-SIXTH. Business to Veterans. The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Licensee agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "G," as part of this Agreement.

TWENTY-SEVENTH. Independent Contractors: The Licensee and the County agree that the Licensee and its officers, 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, the Licensee covenants and agrees that neither the Licensee nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWENTY-EIGHTH. Headings: The heading of sections and paragraphs contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.

TWENTY-NINTH. No Waiver: 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.

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

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.

THIRTY-FIRST. No Third Party Rights: 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 License, except in the event that specific third party rights are expressly granted herein.


THIRTY-SECOND. Counterparts: This License shall be executed in triplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This License shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this License shall be brought in the County of Westchester. If any term or provision of this License is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this License 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.

THIRTY-THIRD. Approval: This License shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License in triplicate.

THE COUNTY OF WESTCHESTER

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

**MINIATURE AIRCRAFT
ASSOCIATION OF WESTCHESTER,
INC.**

By: 
Name: Marland P. Oliva
Title: President, MAAW

Approved by the Board of Acquisition and Contract of the County of Westchester on the 5th day of September, 2019.

Approved as to form and
manner of execution:

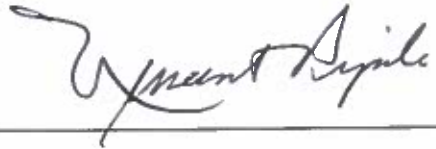
 09.20.2020
Assistant County Attorney
MAAW 2019 - 2024.cmc.03.11.2020doc.doc

LICENSEE ACKNOWLEDGMENT

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

On the 8 day of JUNE in the year 2020 before me,
the undersigned, personally appeared Marland P. Oliva, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Date: JUNE 8 2020



Notary Public

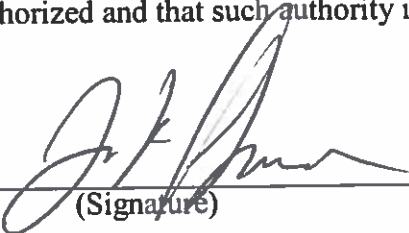
CERTIFICATE OF AUTHORITY
(LICENSEE)

I, FRANK CHAPIN,
(Officer other than officer signing contract)
certify that I am the VICE President of
the Miniature Aircraft Association of Westchester
(the "Licensee")

a 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
Marland P. Oliver
(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 Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.


(Signature)

STATE OF New York)
COUNTY OF Bronx) ss.:

On this 8 day of JUNE, 2020, before me personally came
FRANK CHAPIN, whose signature appears above, to me
known, and known to me to be the VICE President of
MAAAW OF WESTCHESTER
(Title)

, 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 _____ of said Licensee resides at

16 Chatham Place White Plains, NY 10605, and that he/she signed his/her
name hereto by order of the Board of Directors of said Licensee.

VINCENT PIPOLO
Notary Public, State of New York
No. 01PI4925940
Qualified in Bronx County
Commission Expires April 4, 2022 ✓


Notary Public _____ County



CROTON POINT MODEL AIRPLANE LICENSED AREA AND FLY ZONE

400 0 400 800 Feet



SCHEDULE "B"

Academy of Model Aeronautics National Model Aircraft Safety Code
Effective January 1, 2014

Please see attached on the following page.

Academy of Model Aeronautics National Model Aircraft Safety Code

Effective January 1, 2018

A model aircraft is a non-human-carrying device capable of sustained flight within visual line of sight of the pilot or spotter(s). It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and related AMA guidelines, any additional rules specific to the flying site, as well as all applicable laws and regulations.

As an AMA member I agree:

- I will not fly a model aircraft in a careless or reckless manner.
- I will not interfere with and will yield the right of way to all human-carrying aircraft using AMA's *See and Avoid Guidance* and a spotter when appropriate.
- I will not operate any model aircraft while I am under the influence of alcohol or any drug that could adversely affect my ability to safely control the model.
- I will avoid flying directly over unprotected people, moving vehicles, and occupied structures.
- I will fly Free Flight (FF) and Control Line (CL) models in compliance with AMA's safety programming.
- I will maintain visual contact of an RC model aircraft without enhancement other than corrective lenses prescribed to me. When using an advanced flight system, such as an autopilot, or flying First-Person View (FPV), I will comply with AMA's Advanced Flight System programming.
- I will only fly models weighing more than 55 pounds, including fuel, if certified through AMA's Large Model Airplane Program.
- I will only fly a turbine-powered model aircraft in compliance with AMA's Gas Turbine Program.
- I will not fly a powered model outdoors closer than 25 feet to any individual, except for myself or my helper(s) located at the flightline, unless I am taking off and landing, or as otherwise provided in AMA's *Competition Regulation*.
- I will use an established safety line to separate all model aircraft operations from spectators and bystanders.

For a complete copy of AMA's Safety Handbook please visit:
www.modelaircraft.org/files/100.pdf

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Licensee)**

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.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Products (Food) and Completed Operations.
- (iv) Independent Contractor and Sub-contractor

- 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.

- e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties :

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

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 "D"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

X No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (please check off below all that apply)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: Model Aircraft Association of Westchester

Address: 175 Trenton Ave

White Plains, NY 10606

Name and Title of person completing questionnaire: Marlon & Olivia - President

Signature: 


Notary Public

LESLIE A. KING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01K16281714
Qualified in Westchester County
My Commission Expires 05-14-2024

7/17/20
Date

SCHEDULE "E"

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 X

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

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

Yes _____ No X

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

- 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 X

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: Marland P. Oliva

Title: President, MAAW

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.

Date: 6/6/2020 Contract # PRC-1228
SCHEDULE "F"

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

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.

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 person on your Criminal Background Disclosure Form and Certification.

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.

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: PRC-1228

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, Marland P. Oliva, 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.

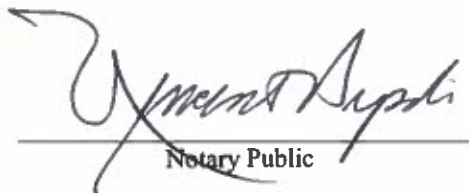
It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

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.



Name: Marland D. Oliva
Title: President
Date: 8 JUNE 2020


Notary Public

JUNE 8 2020
Date

VINCENT PIPOLO
Notary Public, State of New York
No. 01PI4925940
Qualified in Bronx County
Commission Expires April 4, 2022

SCHEDULE "G"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

 X No
 Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

 X No
 Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

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

Notary Public

Date: