



CONTRACTS MANAGEMENT COVER SHEET

ID:	42765
Agency/Dept:	42
Originator/Monitor:	JMCC
Vendor Name:	TOWN OF MOUNT PLEASANT
Vendor Num:	000000
Dept Contract Num:	PRC-1395
Law Docket Num:	125846
Amount:	\$1,000.00
Revenue/Expense:	
Multi Vendor:	NO
Start Date:	4/1/2022
End Date:	3/31/2027
AC Unique ID:	97598
AC Approval Date:	
SFC Approval Date:	
Number of Originals:	1
Page Count:	
Destruction Date:	
Contract Preparer:	
Risk Management Sign Off:	
Assigned Attorney:	JOHN PAUL IANNACE
Status:	
Contract Description:	ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF MOUNT PLEASANT TO OPERATE AND MAINTAIN
Funding Section:	
Federal/CFDA #:	NO
State/State ID:	NO
Operating:	NO
Capital:	NO
MWBE/SVDOB:	
MWBE:	
SVDOB:	NO
Not For Profit:	
Workflow Queue:	CONTRACT PREP

RECEIVED

DEC 8 2022

Westchester County
Risk Management

SFC Unique ID:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Northeast, LLC. 445 Hamilton Avenue 10th Floor White Plains NY 10601	CONTACT NAME: Dana Dasaro PHONE (A/C, No, Ext): (914) 761-9000 FAX (A/C, No): (914) 761-3749 E-MAIL ADDRESS: Dana.Dasaro@assuredpartners.com
INSURED Town of Mount Pleasant One Town Hall Plaza Valhalla NY 10595	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2212100683**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPO-0632848-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CPO-0632848-02	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	UMB-0632848-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Virginia Road/Bronx River Reservation - Town's Use of Ball Fields.

County of Westchester, ATIMA, is hereby included as an Additional Insured, on a primary and non-contributory basis, to General Liability when required by written contract, as per policy form # U-GL-1345-C CW (03/20).

County of Westchester, ATIMA, is hereby included as an Additional Insured to Excess Liability and Auto Liability when required by written contract, as per form # U-APR-217-A NY (01-19) and U-UMB-103-C CW (03/10).

CERTIFICATE HOLDER**CANCELLATION**

4/1/22 - 3/31/27 Westchester County 450 Saw Mill River Road Ardsley NY 10502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thomas R. Koyne</i>
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

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

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Mount Pleasant One Town Hall Plaza Valhalla, NY 10595	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Carl Fulgenzi 914-742-2300
1b. Effective Date of Membership in the Group 07/01/1994	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1c. The Proprietor, Partners, or Executive Officers are <input checked="checked" type="checkbox"/> Included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a". 136019835
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Westchester County 450 Saw Mill River Road Ardsley, NY 10502 RE: Proof of Worker's Compensation;	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250


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

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

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

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

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

Certified by:  07/01/22
Signature Date

Title: President

Telephone Number: 1-888-737-6269

HONORABLE BOARD OF LEGISLATORS

THE COUNTY OF WESTCHESTER, NEW YORK

**DRAFT
IMA ON FILE**

Your Committee is in receipt of a communication from the County Executive which, if adopted, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of Mount Pleasant (the "Town") whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes. The Virginia Road Ballfield is approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (the "Property").

Since 2007 the Town has used the Property solely for municipal recreation purposes and has kept the Property open to all County residents. The Town's most recent IMA with the County to operate and maintain the Property expired on March 31, 2022. The term of the new IMA will be for a period of five (5) years commencing retroactively on April 1, 2022 and terminating on March 31, 2027. The Town will continue to utilize the Property as a municipal recreation facility for the benefit of all County residents and pursuant to the terms of the IMA, the Town shall agree to defend and indemnify the County against any claims arising out of the IMA. The Town shall pay the County an annual license fee of \$200, with maintenance and supervision of the Property to be the sole responsibility of the Town.

The Planning Department has advised that, based on its review, this is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee has reviewed the annexed SEQRA documentation prepared by the Planning Department and concurs with this conclusion.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

The proposed agreement with the Town will enable the use of an important recreational asset of the County and will benefit both the residents of the Town and the County as a whole. Therefore, your Committee recommends adoption of the annexed Act.

Dated: September 12, 2022
White Plains, New York

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Budget & Appropriations

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Parks & Recreation

COMMITTEE ON

c/jpi:6.16.22

Dated: September 12, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**

A handwritten signature in cursive script, reading "Mary Jane Skirach".

PARKS & RECREATION COMMITTEE

A handwritten signature in cursive script, reading "Mary Jane Skirach".

FISCAL IMPACT STATEMENT

SUBJECT: Virginia Road Ballfield

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

X	GENERAL FUND
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☐ AIRPORT FUND

<input type="checkbox"/>	SPECIAL DISTRICTS FUND
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SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue	\$	200
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Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☒ Other (explain)

Identify Accounts: Revenue - 165-42-1100-1000-9542-PKDS

Potential Related Operating Budget Expenses:	Annual Amount
--	---------------

Describe: _____

Potential Related Operating Budget Revenues:	Annual Amount	\$200
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Describe: IMA with the Town of Mt. Pleasant for the operation and
maintenance of the Virginia Road Ballfield from 4/1/2022 - 3/31/2027.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Revenue 2022 - \$200

Next Four Years: Revenue 2023 - \$200

Revenue - 2024 - \$200

Revenue - 2025 - \$200

Revenue 2026 - \$200

Prepared by: Neil Squillante

Title: Deputy Commissioner

Department: Parks Department

Date: June 22, 2022

Reviewed By:

Budget Director

Date: 6/23/22

TO: John Paul Iannace, Senior County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner



DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LICENSE
AGREEMENT WITH TOWN OF MOUNT PLEASANT FOR
VIRGINIA ROAD BALLFIELD**

PROJECT/ACTION: A 5-year license agreement that would permit the Town of Mount Pleasant to continue to operate and maintain an approximately 1.5-acre site located on the County's Bronx River Parkway Reservation, known as Virginia Road Ballfield, for municipal recreational purposes from April 1, 2022 to March 31, 2027. The Town has been managing this ballfield since 2007, pursuant to a 15-year license agreement that expired on March 31, 2022.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- ☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(32):**
license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
John Condon, Department of Parks, Recreation & Conservation
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. 113 - 2022

An Act authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Pleasant whereby the Town shall operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes.

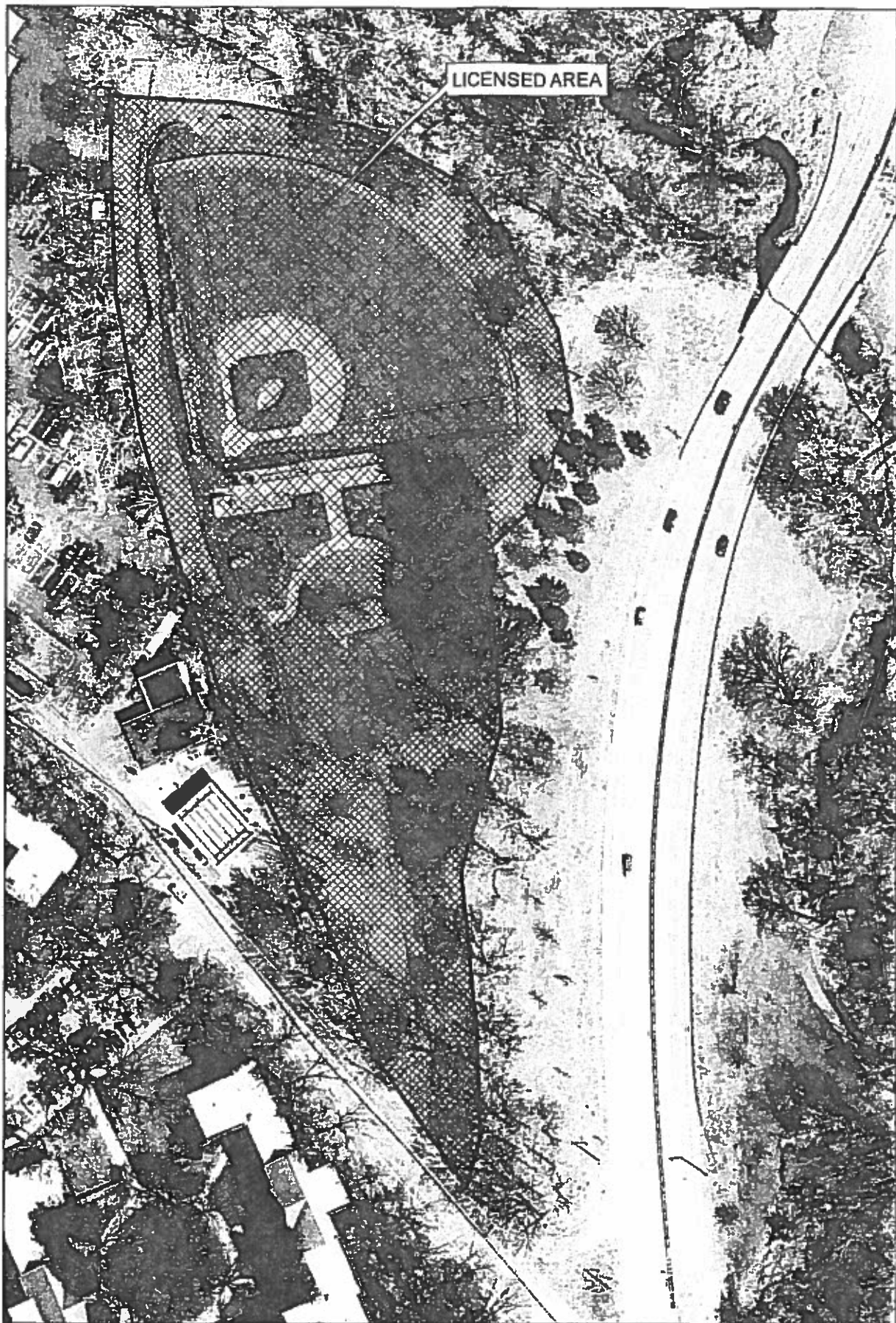
BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the Town of Mount Pleasant (the “Town”) whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes, which property comprises approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps.

§2. The term of the IMA shall be for five (5) years commencing on April 1, 2022 and expiring on March 31, 2027. The Town shall use the Virginia Road Ballfield as a municipal recreation facility for the benefit of all County residents, at an annual license fee of \$200 and with maintenance and supervision to be the sole responsibility of the Town.

§3. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§5. This Act shall take effect immediately.



SCHEDULE 'A'
VIRGINIA ROAD BALLFIELD
WESTCHESTER COUNTY
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION



SCHEDULE "B"

PARK MAINTENANCE

The following tasks are required and shall be performed by the Town for the maintenance and operation of a safe and aesthetically pleasing park facility:

Mowing

Grass will be cut weekly from April through October. Litter must be picked up prior to cutting grass.

Trimming

String trimming of site amenities (benches, fences, goals, etc.) will occur weekly from April through October.

Athletic Field Maintenance

Playing surfaces will be level and free of ruts, trash and other related debris associated with activities of the park that take place on the field.

Garbage/Litter Control

An ample amount of garbage cans will be placed out so as to reflect usage of the facility. Litter will be picked up and garbage cans emptied as needed.

Leaf Collection/ Removal

Leaves will be removed from all turf areas and parking lots in the autumn and removed from the site.

Site Amenities

All benches, goal posts, backstops, bridges, fences, etc. will be kept in good order and repair.

Vandalism

All acts of vandalism/graffiti will be repaired and removed in a timely manner.

Snow Removal

Parking lots and walkways will be plowed and cleared of snow once it accumulates greater than a ½ inch. A sand/salt mixture will be spread to alleviate icing conditions on parking lots and walkways. Under no circumstances shall the dumping or storage of snow be allowed within the Licensed Premises for any reason or at any time

Roads/Parking Lots

Roadway and parking lot surfaces will be maintained to be free of sand, gravel, leaves and potholes. Parking lot striping will be visible at all times in order to provide adequate parking spaces.

Trees

All trees in the park will be kept in a safe and aesthetic condition. Hazardous trees be removed in a timely manner for public safety. Invasive vines and vegetation will be removed on a yearly basis as to not effect the health of the trees in the park.

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS

(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. Municipality 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 Municipality 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 Municipality 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 Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the 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. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

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

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

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

3. All policies of the Municipality 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.

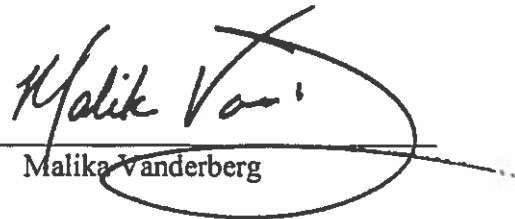
(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(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 Municipality.

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 113 - 2022, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on September 12, 2022, and approved by the County Executive on September 16, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 19th day of September, 2022.


Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York



INTERMUNICIPAL LICENSE AGREEMENT made this 29th day
of November, 2022 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

TOWN OF MT. PLEASANT, a municipal corporation of the State of New York, having an office at Town Hall Plaza, Valhalla, New York 10504 (hereinafter referred to as the "Licensee").

W I T N E S S E T H:

WHEREAS, the County, acting through the Commissioner of Parks, Recreation and Conservation (the "Commissioner") desires to grant a license the Licensee to enter onto, to operate and maintain the property known as the "Virginia Road Ballfield"; and

WHEREAS, the Licensee desires to accept the License upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. The County hereby licenses to the Licensee and the Licensee hereby licenses from the County the land as consisting of a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (hereinafter "Licensed Premises") as detailed in the area outlined in red on the drawing attached hereto and made a part hereof as Schedule "A". The Licensee accepts the Licensed Premises "as is" in their present

condition. The Licensed Premises shall be used and operated by the Licensee solely and exclusively for municipal recreation purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be used, operated and maintained by the Licensee solely and exclusively as and for municipal recreational purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be open for the use and benefit of all County residents.

2. The term of this License shall be for five (5) years commencing on April 1, 2022 and terminating on March 31, 2027, unless terminated sooner as hereinafter provided.

3. The Licensee shall pay to the County for the term of this License an annual license fee of Two Hundred (\$200.00) Dollars on the commencement date of this License and on each anniversary date thereof at the address herein provided.

While the Licensed Premises are presently exempt from real property taxes and other special assessments under the Real Property Tax Law, in the event that such law is changed, or in the event that the Licensed Premises become subject to taxation under the cited or any other federal, state or local law, the Licensee, as additional rental, shall pay and discharge (when due and payable) any and all real estate taxes, assessments, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and all other such charges, taxes, assessments, rents license fees, levies and sums of every kind, nature and description, which may become and payable with respect to the licensed premises during the licensed term.

4. The Licensee shall not assign this License or sublet the Licensed Premises or any part thereof without the prior written consent of the County. However, no assignment of rights or delegation of any duties, in whole or part, shall relieve the Licensee of any of its obligations hereunder.

5. The Licensee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department of Parks, Recreation and Conservation and of all their departments and bureaus applicable to the said premises for the prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises, and shall also comply with all sanitary rules and regulations of the State and County Health Departments.

6. The 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 Demised Premises or charge a fee for parking without the prior written consent of the Commissioner.

7. The Licensee shall not charge, impose or collect any fees for entrance into or for use of the Licensed Premises without the prior written consent of the Commissioner.

8. The Licensee shall not erect nor allow the erection of any structures of any kind or any advertising signs in or on the Licensed Premises, nor perform nor allow to be performed any improvement, change or alteration to the Licensed Premises, without obtaining the prior written approval of the Commissioner. Title to any approved alterations, improvements or fixtures shall immediately, upon installation, vest in the County.

9. The County, continuously throughout the term of this License, shall cause the Licensed Premises to be policed, including police patrols and investigation of all offenses or crimes committed or attempted within the Licensed Premises.

10. The Licensee, at its sole cost and expense, shall maintain, operate and properly supervise the Licensed Premises, it being understood and agreed that such maintenance, operation and supervision shall be performed by the Licensee to the complete satisfaction of and as directed by the Commissioner.

11. The Licensee agrees that the County, its officers, employees or agents, shall have the right to enter into and upon the Licensed Premises, or any part thereof, at any and all times for any and all purposes, including but not limited to performance of work, the installation of signage or for any other reason.

12. In the event that the County desires to enter upon the premises herein for the purpose of construction or park purposes, or in the event that said premises are conveyed to the People of the State of New York, or sold to a bona fide purchaser, this License shall be terminated and become null and void upon thirty (30) days written notice to the Licensee, which shall vacate said premises no later than the effective termination date. In the event of such termination the County shall have no liability to the Licensee whatsoever.

13. The Licensee shall keep the grass on the Licensed Premises mowed and in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner satisfactory to the Commissioner. The Licensee shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required. Notwithstanding anything to the contrary contained in the foregoing and in addition to the foregoing, Licensee shall further comply with and perform the park maintenance requirements as set forth in Schedule "B" which is attached hereto and made a part of.

14. 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment 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
Department of Parks, Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

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

To the Licensee:
Town Supervisor
Town of Mt. Pleasant
Town Hall Plaza
Valhalla, New York 10595

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

The 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. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", 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.

16. It is expressly understood that no building, structure, equipment or space is leased to the Licensee and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall continue to comply with each and every term and condition of this License.

17. The Licensee shall surrender possession of the Licensed Premises to the County at the expiration of the License in good condition, normal wear and tear excepted.

18. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

19. 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 License upon ten (10) 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 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 damage, judicial enforcement or any other lawful remedy, may terminate this License upon written notice to the Licensee, such notice to be effective immediately upon delivery thereon.

20. 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 these terms may be defined in Chapter 700 of the Laws of Westchester County.

21. The County may, at its option, audit and examine all relevant books, records, documents or electronic data of the Licensee that are reasonably pertinent to this Agreement and the Licensee's use and operation of the Licensed Premises.

22. At least once annually, during the term of this Agreement, the Licensee shall provide a written report to the County regarding the Licensee's use of the Licensed Premises that shall include, at minimum, all reservations and uses of the Licensed Premises over and above the Licensee's own use.

23. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

24. It is expressly understood and agreed by and between the parties hereto that all covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the County and not of any member, officer or employee of the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the County or any natural person executing this Agreement on behalf of the County.

25. 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.

26. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

27. This License shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

28. This License shall be construed and enforced in accordance with the laws of the State of New York.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

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

THE COUNTY OF WESTCHESTER

By: 

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

TOWN OF MT. PLEASANT

By: 

Carl Fugenzi
Town Supervisor

Authorized by Act No. 113-2022 of the Westchester County Board of Legislators, adopted on
September 12, 2022.

Approved by the Town Board of Mt. Pleasant at a meeting held on the 22nd day of
November, 2022.

Approved:



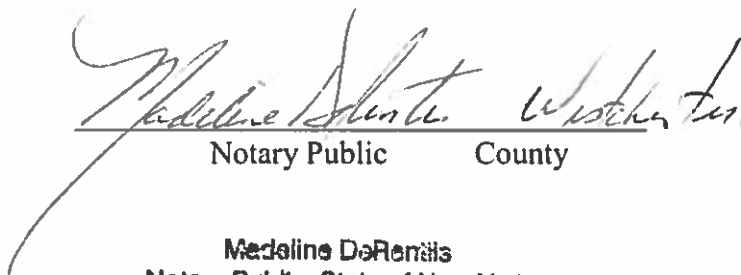
Sr. Assistant County Attorney
The County of Westchester

S/Iannace/PRC/Mt.Pleasant,Virginia.Road.Ballfield.IMA.10.24.22

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this 29th day of November 2022, before me, the undersigned,
personally appeared Carl Fulgenzi, 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 is the
Town Supervisor of the Town of Mount Pleasant
 , the municipal corporation described in and which executed the within instrument,
who being by me duly sworn did depose and say that he/she executed the same in his/her
capacity, and that by his/her signature(s) on the instrument, the municipal corporation
executed the instrument.



Notary Public County

Medeline DeRenzis
Notary Public, State of New York
No. 01DE6265332
Qualified in Westchester County
Term Expires July 9, 2024

CERTIFICATE OF AUTHORITY
(Municipality)

I, Emily Costanza,
(Officer other than officer signing contract)

certify that I am the Town Clerk of the
(Title)

Town of Mount Pleasant
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

Town Law,
(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)
named in the foregoing agreement; that Carl Fulgenzi,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
Town Supervisor of the Municipality, and that said
(Title of such person),

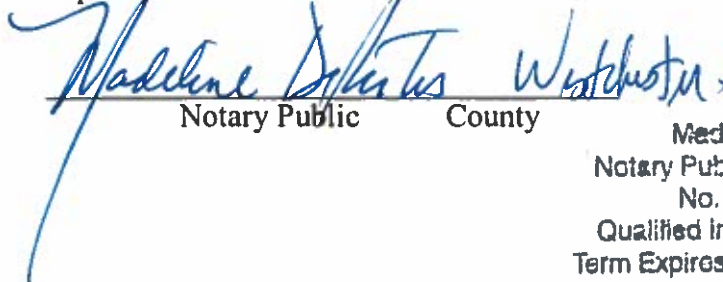
agreement was duly signed for and on behalf of said Municipality by authority of its
Town Board, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.


(Signature)

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

On this 29th day of November 2022, before me, the undersigned, personally
appeared Emily Costanza, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as Town Clerk of the Town of Mount Pleasant,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.


Notary Public County

Madeline DeRemis
Notary Public, State of New York
No. 01DE6265332
Qualified in Westchester County
Term Expires July 9, 2024

VIRGINIA ROAD LITTLE LEAGUE FIELD
DEMISED PREMISES
BRONX RIVER RESERVATION
WESTCHESTER COUNTY DEPT. OF PARKS,
RECREATION AND CONSERVATION

SCHEDULE "B" **PARK MAINTENANCE**

The following tasks are required and shall be performed by the Town for the maintenance and operation of a safe and aesthetically pleasing park facility:

Mowing

Grass will be cut weekly from April through October. Litter must be picked up prior to cutting grass.

Trimming

String trimming of site amenities (benches, fences, goals, etc.) will occur weekly from April through October.

Athletic Field Maintenance

Playing surfaces will be level and free of ruts, trash and other related debris associated with activities of the park that take place on the field.

Garbage/Litter Control

An ample amount of garbage cans will be placed out so as to reflect usage of the facility. Litter will be picked up and garbage cans emptied as needed.

Leaf Collection/ Removal

Leaves will be removed from all turf areas and parking lots in the autumn and removed from the site.

Site Amenities

All benches, goal posts, backstops, bridges, fences, etc. will be kept in good order and repair.

Vandalism

All acts of vandalism/graffiti will be repaired and removed in a timely manner.

Snow Removal

Parking lots and walkways will be plowed and cleared of snow once it accumulates greater than a ½ inch. A sand/salt mixture will be spread to alleviate icing conditions on parking lots and walkways. Under no circumstances shall the dumping or storage of snow be allowed within the Licensed Premises for any reason or at any time

Roads/Parking Lots

Roadway and parking lot surfaces will be maintained to be free of sand, gravel, leaves and potholes. Parking lot striping will be visible at all times in order to provide adequate parking spaces.

Trees

All trees in the park will be kept in a safe and aesthetic condition. Hazardous trees be removed in a timely manner for public safety. Invasive vines and vegetation will be removed on a yearly basis as to not effect the health of the trees in the park.

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. Municipality 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 Municipality 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 Municipality 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 Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the 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. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

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

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

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

3. All policies of the Municipality 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 Municipality.