

The Legislature of Rockland County



ILAN S SCHOENBERGER
Legislator – District 4

Chair, Planning & Public Works Committee
Second Vice-Chair, Budget & Finance Committee
Economic Development Committee

AGENDA
PLANNING & PUBLIC WORKS COMMITTEE
TUESDAY, NOVEMBER 10, 2015
7:00 P.M.

ROLL CALL

MOTION TO ADOPT MINUTES OF 10/27/15

- 1PPW) REF. #2946 - APPROVING A CONTRACT IN EXCESS OF \$100,000 WITH HVB CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A SHEET PILE RETAINING WALL AND EMBANKMENT REPAIRS TO THE 264 NORTH ROUTE 9W RETAINING WALL IN AN AMOUNT NOT TO EXCEED \$1,002,800 FOR THE PERIOD FROM SEPTEMBER 30, 2015 THROUGH DECEMBER 31, 2016 UNDER CAPITAL PROJECT NO. 7112 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE (DRAINAGE AGENCY) (\$1,002,800)
(CHARLES H. VEZZETTI, SUPERINTENDENT DRAINAGE)
DL#2015-04552
- 2PPW) REF. #7945 - ACCEPTANCE OF DONATION IN THE AMOUNT OF \$150 FROM JULIETTE P. WARD TOWARD THE PURCHASE OF NEW FLAGS AT THE ROCKLAND COUNTY COURTHOUSE (DGS- FACILITIES MANAGEMENT) (150)
(ROBERT H. GRUFFI, DIRECTOR DGS FACILITIES MANAGEMENT)
DL#2015-04646
- 3PPW) REF. #8593 - RATIFYING AN AGREEMENT IN EXCESS OF \$100,000 WITH COLONIAL ENERGY INC. FOR THE SUPPLY OF NATURAL GAS (INTERRUPTIBLE ACCOUNTS) FOR THE COUNTY OF ROCKLAND IN THE AMOUNT OF \$188,960 AND FOR ROCKLAND COMMUNITY COLLEGE IN THE AMOUNT OF \$111,999 FOR A TOTAL AMOUNT NOT TO EXCEED \$300,959 FOR THE PERIOD FROM NOVEMBER 1, 2015 THROUGH OCTOBER 31, 2016 WITH ALL PURCHASES TO BE MADE BY FORMAL PURCHASE ORDER (DEPARTMENT OF GENERAL SERVICES - DIVISION OF PURCHASING) (\$300,959)
(PAUL J. BRENNAN, DIRECTOR PURCHASING)
DL#2015-04820

4PPW) REF. #5906 - APPROVING AMENDMENT TO AGREEMENT IN EXCESS OF \$100,000 WITH HAUSER BROS., INC, IN THE ADDITIONAL AMOUNT OF \$150,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$300,000 FOR BOILER INSPECTION, MAINTENANCE AND REPAIR SERVICES FOR ROCKLAND COUNTY SEWER DISTRICT NO. 1 AND THE DEPARTMENT OF GENERAL SERVICES UNDER RFP-RC-2015-029 BY FORMAL PURCHASE ORDER FOR THE PERIOD APRIL 20, 2015 THROUGH APRIL 19, 2016 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS (DEPARTMENT OF GENERAL SERVICES - DIVISION OF PURCHASING) (\$300,000)
(PAUL J. BRENNAN, DIRECTOR PURCHASING)
DL#2015-04938

5PPW) REF. #5906 - RESCINDING RESOLUTION NO. 345 OF 2012, APPROVING ACCEPTANCE OF AN ANAEROBIC DIGESTER GAS TO ELECTRICITY PROGRAM GRANT (PON 2828) FROM THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA) IN THE AMOUNT OF \$2,000,000 (NCTD) TO BE USED TOWARDS THE REPLACEMENT OF THE COGENERATION UNITS AT THE WASTEWATER TREATMENT PLANT IN ORANGEBURG, NY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS BY THE COUNTY EXECUTIVE (ROCKLAND COUNTY SEWER DISTRICT NO. 1) (\$2,000,000)
(DIANNE T. PHILIPPS, EXECUTIVE DIRECTOR SEWER DISTRICT NO. 1)
DL#2015-04977

6PPW) REF. #6394- APPROVING AN INTERMUNICIPAL AGREEMENT IN EXCESS OF \$100,000 BETWEEN THE COUNTY OF ROCKLAND AND THE TOWN OF CLARKSTOWN FOR THE COUNTY TO REIMBURSE THE TOWN FOR THE MAINTENANCE AND UPKEEP OF PARK AND RIDE LOTS IN THE TOWN OF CLARKSTOWN FOR A TOTAL CONTRACT SUM NOT TO EXCEED \$355,000 (NO COUNTY TAX DOLLARS) FOR THE PERIOD FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE (DEPARTMENT OF PUBLIC TRANSPORTATION) (\$355,000)
(HON. DOUGLAS J. SCHUETZ, ACTING COMMISSIONER PUBLIC TRANSPORTATION)
DL#2015-04522

7PPW) REF. #9399 AUTHORIZING A MEMORANDUM RECEIPT TO THE AFRICAN AMERICAN HISTORICAL SOCIETY OF ROCKLAND COUNTY INC. FOR THE MAINTENANCE AND OPERATION OF A PUBLIC MUSEUM PURSUANT TO COUNTY LAW §224
(HONS. TONEY L. EARL, ILAN S. SCHOENBERGER, LEGISLATURE)
LG 2015-107

WHEREAS, The Committees of the Legislature have met, considered and this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves a contract in excess of \$100,000 with HVB Construction, Inc., P.O. Box 662, 144 Route 17M, Suite B, Harriman, New York 10926 for the construction of a sheet pile retaining wall and embankment repairs to the 264 North Route 9W retaining wall in an amount not to exceed \$1,002,800 for the period from September 30, 2015 through December 31, 2016 under Capital Project No. 7112; and authorizes its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funds for this contract has been provided for in the 2015 Adopted Capital Budget, Capital Project No. 7112.

TS:lo
2015-04552
10/27/15

RESOLVED, That the Legislature hereby directs the Clerk to the Legislature to express the appreciation of the County of Rockland to Juliette P. Ward for her donation.

LHG:lo
2015-04646
11/2/15 dc

DRAFT

WHEREAS, The members of the Energy Advisory Group reviewed the analysis of the bids and agreed with the energy consultant's and the Director of Purchasing's recommendation to award the bid to Colonial Energy, Inc., for a period of one year; and

WHEREAS, The Director of Purchasing recommends to the County Executive and the Legislature of Rockland County that they ratify the agreement in excess of \$100,000 with Colonial Energy, Inc., for the supply of natural gas (Interruptible Accounts) for the County of Rockland and Rockland Community College under the RFB in an amount not to exceed \$300,959, for the period from November 1, 2015 through October 31, 2016; and

WHEREAS, All purchases will be initiated by formal purchase order, subject to the approval of the Director of Purchasing; and

WHEREAS, Sufficient funding for these purchases is provided for in the 2015 Budget of the Department of General Services and is contingent upon 2016 budget appropriations; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The Committees of the Legislature have met, considered and approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby ratifies the agreement in excess of \$100,000 with Colonial Energy, Inc., 3975 Fair Ridge Drive, Fairfax, Virginia 22033, for the supply of natural gas (Interruptible Accounts) under RFB-RC-2015-089 for the County of Rockland in the amount of \$188,960 and for Rockland Community College in the amount of \$111,999, in a total amount not to exceed \$300,959 for the period from November 1, 2015 through October 31, 2016, with all purchases to be made by formal purchase order, subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That sufficient funding for these purchases is provided for in the 2015 Budget of the Department of General Services and is contingent upon 2016 budget appropriations.

LHG:lo
2015-04820
10/23/15

WHEREAS, Sufficient funding for these purchases exist in the 2015 Budgets of the Rockland County Sewer District No. 1 and Department of General Services-Facilities Management, and are contingent upon 2016 Budget Appropriations; and

WHEREAS, The _____ Committees of the Legislature have met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves additional purchases in the amount of \$150,000 from Hauser Bros., Inc., 17 Old Schoolhouse Lane, Orangeburg, New York 10962, for boiler inspection, maintenance and repair services under RFB-RC-2015-029, for a total contract amount not to exceed \$300,000 for the period April 20, 2015 through April 19, 2016, with the option to renew for two (2) additional one (1) year terms; and be it further

RESOLVED, That all purchases will be made by formal purchase order, subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That sufficient funding for these purchases exists in the 2015 Budgets of the Rockland County Sewer District No. 1 and Department of General Services-Facilities Management, and are contingent upon 2016 Budget Appropriations.

LHG:lo
2015-04938
10/30/15

Introduced by:

Referral No.

RESOLUTION NO. OF 2015
RESCINDING RESOLUTION NO. 345 OF 2012,
APPROVING ACCEPTANCE OF AN
ANAEROBIC DIGESTER GAS TO ELECTRICITY PROGRAM GRANT (PON 2828)
FROM THE NEW YORK STATE ENERGY
RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA)
IN THE AMOUNT OF \$2,000,000 (NCTD)
TO BE USED TOWARDS THE REPLACEMENT OF THE
COGENERATION UNITS AT THE WASTEWATER
TREATMENT PLANT IN ORANGEBURG, NY
AND AUTHORIZING THE EXECUTION OF ALL
NECESSARY DOCUMENTS BY THE COUNTY EXECUTIVE
[ROCKLAND COUNTY SEWER DISTRICT NO. 1]
(\$2,000,000)

WHEREAS, By Resolution No. 345 of 2012, the Legislature of Rockland County on July 10, 2012, previously approved the acceptance of a grant in the amount of \$690,560 from New York State Energy Research and Development Authority (NYSERDA) for the Anaerobic Digester Gas to Electricity Program for replacement of the cogeneration units at the WWTP in Orangeburg, NY; and

WHEREAS, Despite said Resolution, the Rockland County Sewer District No. 1 ("Sewer District") never accepted the grant funds or executed any grant documents because they were informed by NYSERDA that there was another opportunity for additional grant funds in place of the grant previously approved ; and

WHEREAS, The Executive Director of the Sewer District has advised the County Executive and the Legislature that the Sewer District is eligible for a new more beneficial grant (PON 2828) opportunity up to a maximum amount of \$2,000,000 under the Anaerobic Digester Gas to Electricity Program from NYSERDA; and

WHEREAS, The grant consists of a Capacity Incentive of \$1,062,592 which would be paid by NYSERDA in six (6) payments to the Sewer District during the design phase through installation of the gas cleaning and cogeneration equipment phase; and

WHEREAS, The remaining amount of \$937,408 would be paid by NYSERDA as a Performance Incentive in which a portion is paid to the Sewer District each year for ten (10) years; and

WHEREAS, The Board of Sewer Commissioners, by Sewer Resolution No. 53 of 2014, withdrew its previous grant application and approved the acceptance of the new grant funds (PON 2828) and requested that the Legislature of Rockland County approve acceptance of this award; and

WHEREAS, These funds will be used towards the replacement of the cogeneration units at the Waste Water Treatment Plant in Orangeburg, NY; and

WHEREAS, No County tax dollars (NCTD) are required to accept said funds; and

WHEREAS, It is necessary to appropriate these funds to the proper account; and

WHEREAS, The Committees of the Legislature have met, considered and approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby rescinds Resolution No. 345 of 2012; and

RESOLVED, That the Legislature of Rockland County hereby approves the acceptance of a grant from the New York State Energy Research and Development Authority in the amount of \$2,000,000 to the Sewer District and authorizes execution of all necessary documents by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That no County tax dollars (NCTD) are required to accept said funds; and be it further

RESOLVED, That the Commissioner of Finance is hereby authorized to increase the following accounts in the amounts indicated:

SEWER FUND - 2015

Increase Approp. Acct. (Credit):

G-SWR-8130-E5060	Program Costs	\$2,000,000
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Increase Est. Rev. Acct. (Debit):

G-SWR-8130-R3980	Home & Community Services Grant(s)	\$2,000,000
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VWJ:DB:lo
2015-04977
10/30/2015
11/4/15rev.

RESOLVED, This agreement is 100% reimbursed by the New York State Department of Transportation and requires the expenditure of no County funds; and be it further

RESOLVED, That sufficient funding for this agreement exists in the 2015 Adopted Budget of the Department of Public Transportation; DOT-5630-E5060.

TS:lo
2015-04522
10/15/15

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Introduced by:

Hon. Toney L. Earl, Sponsor

Hon. Ilan S. Schoenberger, Sponsor

Referral No.

RESOLUTION NO. OF 2015

AUTHORIZING A MEMORANDUM RECEIPT TO THE AFRICAN AMERICAN HISTORICAL SOCIETY OF ROCKLAND COUNTY INC. FOR THE MAINTENANCE AND OPERATION OF A PUBLIC MUSEUM PURSUANT TO COUNTY LAW §224

WHEREAS, New York State's County Law § 224 authorizes the Legislature of Rockland County to enter into contracts with non-profit organizations and other corporations, associations and agencies within the County and within adjoining Counties for the purposes described in County Law § 224; and

WHEREAS, The County of Rockland is the owner of certain buildings and real property; and

WHEREAS, The African American Historical Society of Rockland County, Inc., a registered New York State Not-for-Profit corporation, seeks to provide the services to the County of Rockland in exchange for space in which to maintain and operate a public historical museum in Rockland County in such a mode and manner as set forth in the terms of the Schedule A to the Memorandum of Receipt annexed hereto as Schedule A; and

WHEREAS, The African American Historical Society of Rockland County, Inc. desires to obtain permission from the County of Rockland for the non-exclusive, non-transferable use of premises to be designated by the County Executive for the purpose of maintaining a public museum; and

WHEREAS, That the term of this contract is for from the date of execution of the Memorandum of Receipt through December 31, 2016; and

WHEREAS, Within thirty (30) days of the termination of this contract, the African American Historical Society of Rockland County, Inc. shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any period which the Legislature or County Executive may request, in such form as they may direct; and

WHEREAS, The Legislature of Rockland County desires to enter into a contract with the African American Historical Society of Rockland County, Inc. pursuant to County Law §224; and

WHEREAS, The Committees of the Legislature have met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature hereby approves a Memorandum of Receipt between the County of Rockland with the African American Historical Society of Rockland County, Inc. constituting a license for the use of premises to be designated by the County Executive for the purpose of operating and maintaining a public museum from the date of execution of the Memorandum of Receipt through December 31, 2016; and be it further

RESOLVED, That certified copies of the resolution be sent by the Clerk of the Legislature to the African American Historical Society of Rockland County, Inc.

LG2015-107

ELY/cs

11-5-2015

MEMORANDUM RECEIPT

THIS Memorandum Receipt dated this ____ day of _____, 2015, acknowledges the conditions of funding, from the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter described as "COUNTY," to the Recipient, **AFRICAN-AMERICAN HISTORICAL SOCIETY OF ROCKLAND COUNTY, INC.**, a New York State not-for-profit corporation, with offices located at P.O. Box 652, Pomona, New York 10970 hereinafter called "the RECIPIENT," in the manner following:

WITNESSETH:

WHEREAS, the RECIPIENT is a not-for-profit corporation which promises to provide services described in Schedule "A" with the space hereby provided by the COUNTY attached and made a part hereof, and

WHEREAS, the Legislature of Rockland County authorized this agreement in accordance with Section 224 of the New York State County Law for the maintenance and operation of a public museum, a purpose provided for therein, and

WHEREAS, The COUNTY is willing to grant to the RECIPIENT a license to operate and maintain a public museum on the Premises as designated by COUNTY for the purpose of preserving and displaying educational materials, subject to and upon the terms set forth in this Memorandum Receipt; and

WHEREAS, The COUNTY has determined that such use is for the benefit of the public, for it will inform the public about the history of and provide a valuable community service; and

WHEREAS, The parties understand and agree that this Memorandum Receipt entitles the RECIPIENT to a License, and not a lease, and is, therefore, revocable by the COUNTY, when in the sole judgment of the COUNTY it is deemed that such termination is necessary either by operation of law, or for any other public purpose; and

NOW, THEREFORE, the RECIPIENT agrees that, the following requirements must be met for the receipt of the space provided:

1. **TERM:** The services to be rendered by RECIPIENT under this Memorandum Receipt shall commence **upon the date of execution** and terminate **December 31, 2016**. Further extensions to this Memorandum Receipt are subject to the approval of the County Executive and Legislature.

2. SERVICES: The RECIPIENT shall provide services as set forth in Schedule "A", annexed and made part of this Memorandum Receipt. The RECIPIENT warrants and represents that it and its employees, agents and servants possess the skills and experience to render the services provided for this Memorandum Receipt. The space to be provided by the COUNTY and described below shall be used exclusively for the services described in Schedule "A"

3. PREMISES: The COUNTY may provide to the RECIPIENT space to be designated by the County Executive to perform the services set forth in the attached Schedule "A". The premises being offered by the COUNTY to the RECIPIENT is offered entirely at the discretion of the COUNTY subject to availability. It is non-exclusive and non-transferable and be used solely for the purpose set forth in the Schedule "A", annexed and made part of this Memorandum Receipt, namely the use of a public museum. The RECIPIENT expressly acknowledges, agrees and understands that this Memorandum Receipt is not a lease and does not convey a property interest to the RECIPIENT or create a landlord-tenant relationship between the RECIPIENT and the COUNTY. The RECIPIENT shall have no exclusive right to possession or quiet enjoyment of the premises allotted. The COUNTY shall have the right to enter the allotted premises at any time for inspection, maintenance or repair purposes. Upon the expiration or termination of this Memorandum Receipt, the RECIPIENT shall surrender to the COUNTY the premises in the same condition existing on the date of execution of this Memorandum Receipt, subject to normal wear and tear. Upon expiration or termination, the RECIPIENT shall remove all of its property located on the premises, if any. The RECIPIENT represents that it has made a thorough inspection of the premises and agrees to use and occupy the premises in its current, "as is" condition. The COUNTY shall have no obligation to alter, improve, or decorate the premises for the RECIPIENT'S use and occupancy or to pay for such alterations, improvements or decorations. The RECIPIENT shall abide by all of the COUNTY'S rules and regulations with regard to the premises, including but not limited to, advising the public that they must abide by these rules and regulations. The RECIPIENT acknowledges that the COUNTY is not responsible for the safety or security of the RECIPIENT'S belongings. The RECIPIENT will be provided with key access to the premises. The RECIPIENT shall have unrestricted access to the premises provided during normal business hours, subject to the County's convenience, and additional access at additional hours shall be provided by the County at the request of the RECIPIENT and subject to the County's convenience.

4. INDEMNIFY AND HOLD HARMLESS: The RECIPIENT agrees to defend, indemnify and hold harmless the COUNTY and its respective officers, employees and agents from and against all claims, actions and suits, including but not limited to suits claiming that the appropriation to the RECIPIENT was illegal, and will defend the COUNTY and its respective officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of the RECIPIENT that arise from its occupancy of County property or the services described in Schedule "A", to the fullest extent permitted by law.

These indemnification provisions are for the protection of the COUNTY and its respective officers, employees and agents only, and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Memorandum Receipt and the expiration term for which space is provided.

5. RECIPIENT IS INDEPENDENT OF THE COUNTY: The RECIPIENT is an independent entity, providing services on its own cognizance and for its own purposes. RECIPIENT covenants and agrees that it, its agents, servants and/or employees, will neither hold itself out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

6. COMPLIANCE WITH ANTIDISCRIMINATION LAWS: RECIPIENT agrees that it shall not discriminate on the basis of race, creed, sex, ethnic background, age or national origin, and shall comply with all Federal, State and Local Anti-Discrimination Laws and resolutions, including, but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Equal Pay Act; the Immigration and Reform Act; the Genetic Information Reform Act; the New York State Human Right's Law and; the Rockland County Human Rights Law. Also, RECIPIENT agrees that its services will be available to all residents of Rockland County.

7. INJURY, PROPERTY DAMAGE: The RECIPIENT shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of the RECIPIENT; its agents or employees in connection with its work, activities or services described in Schedule "A" of this Memorandum Receipt. The RECIPIENT represents and warrants that its agents and employees possess the experience, knowledge and skills and independence necessary for the work/services to be performed in connection with this Memorandum Receipt.

8. INSURANCE REQUIREMENTS: The RECIPIENT shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents described in Schedule A, which insurance shall include, but may not be limited to those policies indicated:

- { X } A Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- { } B Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- { X } C Excess Umbrella Liability Insurance not less than \$2,000,000 (Two Million) over General Liability, Employers Liability (if not unlimited on the workers compensation policy), Auto Liability and

- Professional Liability, if required, for each occurrence and a general aggregate not less than \$2,000,000 (Two Million)
- { X } D Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements of the NYS Workers Compensation Law
- { X } E Disability Insurance in accordance with provisions and requirements of the NYS Disability Law
- { } F Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella the limits should equal \$1,000,000 plus the required excess limit
- { X } * All other insurance as required by law

{ X } A check mark in the box indicates that the type of insurance specified **IS REQUIRED**

The RECIPIENT warrants and represents to the County of Rockland that it has sufficient funds to satisfy the amount of the self insured retention limit (deductible) required of each liability policy as it applies to this Memorandum Receipt, and that said amount is available to settle, compromise, or pay any suit or claim for negligence, gross negligence, medical malpractice, or intentional acts or omissions, made against it arising out of or during the term of this Memorandum Receipt. The RECIPIENT shall provide, at the request of the County of Rockland, proof or guarantee of financial responsibility, as it deems necessary.

The COUNTY OF ROCKLAND shall be named as an additional insured on general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty (30) days prior written notice to the County of Rockland. Unless and until RECIPIENT obtains such insurance, this Memorandum Receipt shall not be effective and no monies shall be paid or given to the RECIPIENT.

9. LAWS OF THE STATE OF NEW YORK: This Memorandum Receipt shall be governed by the Laws of the State of New York.

10. LABOR LAW AND EXECUTIVE LAW: The RECIPIENT shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, **if required by law**, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this Memorandum Receipt.

11. LOCAL LAWS AND RESOLUTIONS: The RECIPIENT shall comply with

all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, **if required by law or resolution.**

12. REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT:
RECIPIENT represents and warrants to the COUNTY as follows:

(a) RECIPIENT is a corporation duly organized not-for-profit organization, validly existing under the laws of New York, and is duly qualified to do business in New York. RECIPIENT has full power and authority to conduct its business as now carried on, and to carry out and perform its undertakings and obligations as provided herein. The execution and delivery by RECIPIENT of this Memorandum Receipt and the consummation of the transactions contemplated herein have been duly authorized by the Board of Directors or applicable body or officer of RECIPIENT and will not conflict with or breach any provision of the Certificate of Incorporation or Bylaws of RECIPIENT. The copies of the documents pertaining to the organization of the RECIPIENT provided by RECIPIENT to the COUNTY are true and complete copies of said documents.

(b) No action, approval, consent or authorization, including without limitation any action, approval, consent or authorization of any governmental or quasi-governmental RECIPIENT, commission, board, bureau or instrumentality, is necessary for RECIPIENT to constitute this Memorandum Receipt the binding and enforceable obligation of RECIPIENT or to consummate the transactions contemplated hereby.

(c) There are no violations of any law or governmental rule or regulation pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT has complied with all laws and governmental rules and regulations applicable to its business operations.

(d) There are no judgments, liens, suits, actions or proceedings pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT is not a party to, subject to or bound by any agreement or any judgment or decree of any court, governmental body or arbitrator which would conflict with or be breached by the execution, delivery or performance of this Memorandum Receipt, or which could prevent the carrying out of the transactions provided for in this Memorandum Receipt, or which could prevent the performance of its obligations under this Memorandum Receipt or adversely affect the conduct of its business.

(e) The RECIPIENT has filed each tax return, including without limitation all income, excise, property, gain, sales, franchise and license tax returns, required to be filed by the RECIPIENT prior to the date hereof. Each such

return is true, complete and correct, and the RECIPIENT has paid all taxes, assessments and charges of any governmental authority required to be paid by it, including but not limited to any County, Town, Village real property tax or School tax, and has created reserves or made provision for all taxes accrued but not yet payable. No government is now asserting, or to RECIPIENT's knowledge threatening to assert, any deficiency or assessment for additional taxes or any interest, penalties or fines with respect to the RECIPIENT.

(f) The financial statements, balance sheets and other information pertaining to the RECIPIENT and provided to the COUNTY are true, correct and complete as of the dates and for the periods set forth therein; have been prepared in accordance with generally accepted accounting principles consistently applied; and fairly represent the financial position of the RECIPIENT at such dates and for such periods. The RECIPIENT had at said dates no liabilities or obligations of any kind, contingent or otherwise, not reflected in the financial statements provided to the COUNTY. Since said dates and periods, there has been no material adverse change in the financial condition, assets or liabilities of the RECIPIENT.

13. NO ASSIGNMENT: The RECIPIENT cannot assign, sublet or transfer or otherwise dispose of its interest described in this Memorandum Receipt, or any benefit or obligation described herein, without a duly adopted resolution of the Legislature of Rockland County authorizing such assignment or transfer.

14. APPROVAL OF FEDERAL, STATE AND LOCAL RECIPIENT: Notwithstanding any other provisions of this Memorandum Receipt, the COUNTY shall not be liable to provide the benefits of this Memorandum Receipt to the RECIPIENT until the services rendered by the RECIPIENT under this Memorandum Receipt meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this Memorandum Receipt.

15. FUND RAISING: All fund raising affairs of the RECIPIENT shall be included within the borders of Rockland County, whenever possible, pursuant to Resolution No. 119 of 1992.

16. NATURE OF MEMORANDUM RECEIPT. This document, as described by Section 224 of the New York State County Law and its County legislation authorizing its terms, sets forth certain conditions, undertakings and obligations of the RECIPIENT. This Memorandum Receipt creates no obligations on the part of the COUNTY including any obligation for the donation of spaces described in this Memorandum Receipt or its related legislation, and is revocable at the will of the COUNTY.

IN WITNESS WHEREOF, the RECIPIENT executes this Memorandum Receipt this _____ day of _____ 2015.

AFRICAN AMERICAN HISTORICAL SOCIETY OF ROCKLAND COUNTY, INC.

By: _____
Wylene Branton Wood
President

By: _____
Frank Matthews
Treasurer

Dated: _____

Dated: _____

STATE OF NEW YORK, COUNTY OF _____ }ss.:

On the _____ day of _____ in the year 2015, before me, the undersigned, personally appeared **WYLENE BRANTON WOOD** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF _____ }ss.:

On the _____ day of _____ in the year 2015, before me, the undersigned, personally appeared **FRANK MATTHEWS** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

The African American Historical Society of Rockland County, Inc. (AAHS) is a non profit, tax exempt organization. The AAHS received its provisional charter from the New York State Department of Education in 2006, and an extended provisional charter in 2011. The AAHS anticipates applying for another extended provisional charter in 2016.

The AAHS Mission is to promote and educate the public regarding the historical, social and cultural experiences of people of the African Diaspora especially in Rockland County; to identify, research, preserve, and disseminate accurate and appropriate historical and genealogical information; to gather, collect, own, hold, preserve, display and make available for study appropriate historical artifacts, books, manuscripts, papers, photographs and other records and materials; to organize and sponsor seminars, forums, workshops, meetings, programs and events, sponsor exhibits and issue publications. Towards this end, the AAHS endeavors to identify, research and preserve the legacies, lore and historical sites of the people of the African Diaspora.

The AAHS will maintain and operate, a public museum for the purpose of preserving and displaying educational materials. Such materials will inform the public about the history and cultures of the people of the African Diaspora. The museum will be dedicated to the celebration, preservation, interpretation and understanding of the cultures, experiences and histories of the peoples of the African Diaspora. The AAHS will also continue to spearhead major programs in the Rockland County including exhibitions, scholarly and educational programming, and other presentations.