



**REGINALD A. LAFAYETTE**  
Commissioner  
Fax 914-995-7753  
**JEANNIE L. PALAZOLA**  
Deputy Commissioner

25 Quarropas Street  
White Plains, NY 10601  
914-995-5700  
[www.westchestergov.com/boe](http://www.westchestergov.com/boe)

**DOUGLAS A. COLETY**  
Commissioner  
Fax 914-995-3190  
**DOROTHY L. DIPALO**  
Deputy Commissioner

Via Email and Regular Mail

January 25, 2016

Camille DiSalvo, Village Clerk  
Village of Tuckahoe  
65 Main Street  
Tuckahoe, NY 10707

Dear Ms. DiSalvo:

We are in receipt of your letter requesting the use of two (2) voting machines: one (1) Optical Scan Voting Machines, one (1) Ballot Marking Device and one (1) Privacy booth for use in the March 15, 2016 General Village Election.

The Board of Elections hereby approves your request. Upon receipt of your candidates/bond proposition, the Board will have our voting machine technicians program the machines. The Board of Elections will not be liable for the transportation or other ancillary costs associated with the use of the machines. The voting machines and privacy booths are located at the BOE Ardsley warehouse, 450 Saw Mill River Road, Ardsley, NY.

Here are the list of authorized movers in the County used by the Board that you can contact to set up pick up and transportation:

Ron's Trucking, Phone: 914-912-5557  
Smart Move, Phone: 914-375-3595  
Warburton Movers, Phone: 914-378-1266  
Whalen's, Phone: 914-241-1711

Here is the list of certified printing vendors that can be contacted to print your ballots:

Fort Orange Press, 800-777-3233  
Phoenix Graphics, 800-262-3202

Please contact the Voting Machine Technician Supervisors, Aaron Pozmanter at 914-231-4306 or Peter Palmiere at 914-231-4305 to discuss any programming concerns.

## Westchester County Board of Elections

On Tuesday, March 15, 2016, the Board will have voting machine technicians on call to assist with any voting machines problems that arise throughout the day.

Attached for your review is a copy of an agreement for you to review and approve for the use of the machines and related services and technicians.

The Board will coordinate the retrieval of your ballots which will be either the same night or the next day upon return to the BOE Ardsley warehouse

If you have any questions or need further information, please contact Tajian Jones at 914-995-5706 or Dotty DiPalo at 914-995-5704.

Sincerely,



REGINALD LAFAYETTE  
Commissioner



DOUGLAS A. COLETY  
Commissioner

cc: Jeannie L. Palazola, Deputy Commissioner  
Aaron Pozmanter and Peter Palmiere, Supervisors - Voting Machine Technicians

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 the “County”)

and

**VILLAGE OF TUCKAHOE**, a municipal corporation of the State of New York, having an office and place of business At 65 Main Street, Tuckahoe, New York 10707 (hereinafter the “Village”)

**WITNESSETH:**

**WHEREAS**, the Village desires the use of County-owned electronic voting machines and related services, in connection with upcoming Village elections; and

**WHEREAS**, the County desires to provide such goods and services for the Village for the compensation and on the terms herein provided; and

**NOW, THEREFORE**, the parties hereto agree as follows:

**FIRST:** The County shall provide the Village with goods and services consisting of electronic voting machines approved by the New York State Board of Elections (the “voting systems”) and related services, including the technicians(s) necessary to operate and maintain the voting systems for the Village’s elections that will be conducted by the Village on March 15, 2016 (the “Work”). This Work to be performed by the County is more particularly described in Schedule “A”, which is attached hereto and made a part hereof.

In consideration of the Work, the Village shall, at its sole cost and expense, transport the voting systems from the County’s storage facility to the Village’s polling locations and subsequently return them to the County’s storage facility, as well as provide all goods and services necessary for the Village to conduct its elections, including staff for polling locations

and printed ballots. The Village's method of transportation of the voting systems, including the use of any third party contractor(s), must be approved by both Commissioners of the County's Board of Elections. The Village shall also fulfill its role as described in Schedule "A" in maintaining the chain of custody of the voting systems, so as to insure the security of the voting systems, both before, during and after the election, from the time the voting systems leave the County's loading dock to the time they are returned to such loading dock. It is recognized and understood by the parties that maintaining such security of the voting systems is critical to this Agreement, as the New York State Board of Elections has advised the County that it can only lend out its voting systems to the Village so long as measures are taken to ensure that the voting systems cannot be hacked, their code accessed or their integrity compromised in any other way, for so long as the machines are outside of the County's custody and control.

In addition, the Village's printed ballots, which shall be prepared at the Village's sole cost and expense, must meet all mechanical and technical requirements of the voting systems. Accordingly, the Village's printed ballots, including the use of any third party contractor(s) in preparing such ballots, must be approved by both Commissioners of the County's Board of Elections.

Furthermore, the Village shall, at its sole cost and expense, ensure the safety, security, and integrity of the voting systems at all times before, during, and after the Village's elections while the voting systems remain in the possession of the Village or the possession of a third party contractor transporting the voting systems pursuant to an agreement with the Village.

**SECOND:** The term of this Agreement shall commence on March 1, 2016 and shall continue through March 17, 2016 unless terminated earlier pursuant to the provisions of this Agreement.

**THIRD:** The Village agrees to either 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. Notwithstanding the foregoing, the Village shall have the right to satisfy the liability insurance requirements outlined

in Schedule "B" through a commercially reasonable or legally approved program of self-insurance and shall provide the County with written proof of such self-insurance from its risk management office.

The Village shall ensure that any contract it has with any contractor, subcontractor and/or independent contractor (collectively, "contractor") to carry out the Work hereunder, shall include the requirement that the contractor procure and maintain insurance naming the County of Westchester and the Village as their interest may apply as an additional insureds for commercial general liability on an occurrence basis, including coverage for bodily injury and death and property damage, in the amount of not less than three million dollars (\$3,000,000) combined single limit and as the loss payees for property damage and cargo insurance coverage in the amount of not less than two hundred thousand dollars (\$200,000.00) per vehicle used by the contractor. The Village shall cause each of its contractors to provide the County with a copy of the insurance certificate evidencing compliance with these requirements.

In addition to, and not in limitation of, the insurance provisions contained in Schedule "B", the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees and agents 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 County's performance hereunder or third parties under the direction or control of the County; 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.

**FOURTH:** The Village shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those

applicable to the Village's elections.

**FIFTH:** The Village shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the both Commissioners of the County's Board of Elections is void.

All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Village that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Village and the Village shall ensure that such subcontracted work is subject to the material terms and conditions of this Agreement.

**SIXTH:** 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 of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any payment of any fee or reimbursement 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.

**SEVENTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioners of Elections  
Westchester County Board of Elections  
25 Quarropas Street  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building  
148 Martine Avenue Room 600  
White Plains, New York 10601

To the Village:

Village of Tuckahoe  
65 Main Street  
Tuckahoe, New York 10707

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

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

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

**TENTH:** The Village recognizes that this Agreement does not grant the Village the exclusive right to have the County perform such Work and that the County may enter into similar agreements with other Villages on an “as needed” basis.

**ELEVENTH:** This Agreement 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 Agreement 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 Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

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

**IN WITNESS WHEREOF**, the County of Westchester and the Village have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**VILLAGE OF TUCKAHOE**

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form  
and manner of execution

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester



**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**CERTIFICATE OF AUTHORITY**  
(MUNICIPALITY)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)

the \_\_\_\_\_ a corporation duly  
(Name of Corporation)

organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation 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        )  
  ) ss.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

***Pick-Up of the Voting Systems***

No later than March 14, 2016, the County shall make available to the Village for pick-up all of the goods to be provided to the Village for its elections to be held on March 15, 2016 (the "voting systems"). The voting systems shall consist of the following:

Quantity	Item
1	Dominion Voting System Corp. Image Cast Voting Machine Systems (ICP)
1	Dominion Voting Systems Corp. Image Cast Ballot Marking Device
1	Privacy booths

The voting systems shall, where applicable, be sealed and bar-coded by the County's Board of Elections.

Attached hereto and forming a part hereof are the "Village Seal Recording Sheet", as Attachment "1", and the "Voting Machine Transportation Chain of Custody Log", as Attachment "2". The County's Board of Elections shall make available to the Village, on or before March 8, 2016, any additional documentation that may be necessary to adequately inform and educate the Village, its employees, contractors, and agents about procedures related to the safety, security, and integrity of the voting systems, including chain of custody procedures, that the Village will be obligated to follow.

No later than March 14, 2016, the Village shall take possession of the voting systems from the County at the County's storage facility located at 450 Saw Mill River Rd, Ardsley, New York 10502. The County's storage facility's loading dock has only four loading bays and the County will be servicing multiple elections, so the Village shall be responsible for coordinating with the County's Board of Elections the precise pick-up time at the County's storage facility.

The Village shall, pursuant to Paragraph "FIRST" of this Agreement, at its sole cost and expense, transport the voting systems from the County's storage facility to the Village's polling locations by a method of transportation that has been approved by both Commissioners of the County's Board of Elections. The Village shall, at its sole cost and expense, ensure the safety, security, and integrity of the voting systems at all times after it takes possession of the voting systems, including ensuring the security and integrity of all seals and bar-codes affixed by the County's Board of Elections. In addition to, and not in limitation of, the foregoing, the Village shall, at its sole cost and expense, ensure that all chain of custody procedures for the transportation and delivery of the voting systems, as prescribed by the County's Board of Elections, are followed and all necessary documentation is completed.

***Use of the Voting Systems***

On March 15, 2016, prior to the start of voting for the Village's elections, the Village's polling workers at each polling location shall break the seals on the voting systems as previously instructed by the staff of the County's Board of Elections.

The County shall assign to each polling location at which the voting systems will be utilized at

least one County-employed voting machine technician (“technician”). Each technician will have the duties and responsibilities described in the “Examples of Work” portion of the job description for a technician, which is attached hereto and made a part hereof as Attachment “3”. Notwithstanding the limits of the content of Attachment “3”, each technician shall have the duty and responsibility to do anything necessary to ensure the safety, security, integrity, and proper operation of the voting systems in the polling location to which he is assigned. The Village, its employees, contractors, and/or agents thereof shall not interfere with the technician in the performance and discharge of any of his duties or responsibilities.

At the conclusion of voting for the Village’s elections, the technician shall assist the Village’s polling workers and other election personnel in operating the voting systems for the purpose of providing vote totals.

Once all vote totals and any other necessary information is retrieved from the voting systems, the technician shall affix to the voting systems such new seals as may be necessary.

***Return of the Voting Systems***

On March 16, 2016, the Village shall return the voting systems to the County’s storage facility. The Village shall be responsible for coordinating with the County’s Board of Elections the precise drop-off time at the County’s storage facility in accordance with the terms hereof.

ATTACHMENT "1"

[INSERT VILLAGE SEAL RECORDING SHEET]

# Seal Recording Sheet

**DATE OF ELECTION:** \_\_\_\_\_, **2016**

VILLAGE \_\_\_\_\_ Election District \_\_\_\_\_

POLL SITE & LOCATION \_\_\_\_\_

SCANNER SERIAL NUMBER \_\_\_\_\_ MACHINE NUMBER \_\_\_\_\_

## BEFORE THE POLLS OPEN

To be completed and signed by all Election Inspectors at this Machine prior to opening of the polls.

**1) SEAL RECORDING SECTION: MARK the box to show whether the following Seals were found to be **properly secured (sealed)** when you arrived at the poll site and then **RECORD the Numbers** found on the **Seals**.**

OPTICAL SCAN				BALLOT MARKING DEVICE		
MACHINE SEALS	SECURE?	SEAL NUMBER		MACHINE SEALS	SECURE?	SEAL NUMBER
BALLOT BOX DOOR Red SEAL	YES [ ] NO [ ]		-DO NOT REMOVE-	BALLOT BOX DOOR Red SEAL	YES [ ] NO [ ]	
SCANNER COVER White Plastic SEAL	YES [ ] NO [ ]			BALLOT BOX DOOR REPLACEMENT Red Seal	YES [ ] NO [ ]	
COMPACT FLASH DOOR Blue/Wire SEALS	Left [ ] Right [ ] None [ ]	L - R -	-DO NOT REMOVE-	COMPACT FLASH DOOR Blue/Wire SEALS	Left [ ] Right [ ] None [ ]	L - R - -DO NOT REMOVE-
PORT SEAL (right side of scanner) Blue/Wire SEAL	YES [ ] NO [ ]		-DO NOT REMOVE-	THERMAL PRINTER (Results Tape) Red SEAL	YES [ ] NO [ ]	
THERMAL PRINTER (Results Tape) Red SEAL	YES [ ] NO [ ]		(Remove ONLY IF you need to install a new roll)	ATI PORT Red SEAL (Remove before voting begins)	YES [ ] NO [ ]	
				PRINTER Red SEAL - DO NOT REMOVE -	YES [ ] NO [ ]	
				PRINTER CF CARD Red SEAL - DO NOT REMOVE -	YES [ ] NO [ ]	

**YOU MUST CALL YOUR VILLAGE CLERK IMMEDIATELY IF ANY SEALS ARE BROKEN OR HAVE BEEN REMOVED PRIOR TO YOUR ARRIVAL.**

**ATTACHMENT "2"**

[INSERT VOTING MACHINE TRANSPORTATION CHAIN OF CUSTODY LOG]





**ATTACHMENT “3”**

[INSERT VOTING MACHINE TECHNICIAN JOB DESCRIPTION]

## VOTING MACHINE TECHNICIAN

DISTINGUISHING FEATURES OF THE CLASS: Under general supervision, incumbents of this class perform a variety of technical activities related to the proper maintenance, repair, upkeep and testing of electronic voting machines or other voting equipment. Work is performed in accordance with all laws, regulations, policies and procedures related to the elections process. Does related work as required.

EXAMPLES OF WORK: (Illustrative only)

Prepares voting machines for use in elections by performing required set up and testing procedures and verifying correct results;

Repairs and maintains voting machines;

Troubleshoots and identifies voting machine problems;

Replaces damaged or malfunctioning parts using a variety of tools and equipment;

Demonstrates voting machine operation to elections officials;

Responds to polling sites to resolve issues with voting machines;

Inspects voting machines returned after election and records any sign of damage or malfunction;

Disassembles and prepares machines for storage after required time periods have passed;

Attends and satisfactorily completes trainings, as required;

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

May direct and assign work to temporary workers engaged in voting machine preparation work;

May perform other incidental tasks, as needed.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Good knowledge of the tools, procedures and techniques of electronic and mechanical voting machine maintenance and repair; good knowledge of the policies and procedures related to the use and operation of voting machines; ability to perform the set-up and testing procedures required for the operation and use of voting machines; ability to understand and follow simple oral and written instructions; ability to get along well with others; ability to communicate effectively, both orally and in writing; ability to effectively use computer applications such as spreadsheets, word processing, e-mail and database software in performing work assignments; ability to read, write, speak, understand and communicate in English sufficiently to perform the essential tasks of the position; mechanical aptitude; dependability; physical condition commensurate with the demands of the position.

VOTING MACHINE TECHNICIAN

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SUGGESTED MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: High school or equivalency diploma and six months experience which included performing electronic voting machine service set-up, maintenance, or repair.

\*SPECIAL NOTE: Education beyond the secondary level must be from an institution recognized or accredited by the Board of Regents of the New York State Department of Education as a post-secondary, degree-granting institution.

West. Co.  
J.C.: Unclassified†  
PQS1  
1

Job Class Code: C3222  
Job Group: C10

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(Village)**

1. Prior to commencing work, the Village shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Village and identify the Agreement.

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

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 Village'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 Village until such time as the Village shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Village shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(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:

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

(e) Cargo coverage with a minimum limit of \$200,000.00 per vehicle to cover items/property being transported naming the County of Westchester as Loss Payee..

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

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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 Village.