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COUNTY OF ERIE

CHRIS COLLINS

COUNTY EXECUTIVE

February 18, 2011

The Honorable
Erie County Legislature
92 Franklin Street – Fourth Floor
Buffalo, New York 14202

RE: Chestnut Ridge Conservancy MOU

Honorable Members:

The attached resolution requests your approval to authorize the Erie County Department of Parks, Recreation and Forestry to enter into an agreement with the Chestnut Ridge Conservancy to collaborate on capital projects that will revitalize and enhance Chestnut Ridge Park.

Should your honorable body require further information, I encourage you to contact the Department of Parks, Recreation & Forestry. Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Collins", is written over a faint, larger version of the same signature.

CHRIS COLLINS
Erie County Executive

MEMORANDUM

To: Honorable Members of the Erie County Legislature
From: Department of Parks, Recreation, and Forestry
Re: Chestnut Ridge Conservancy MOU
Date: February 18, 2011

SUMMARY

The Department of Parks, Recreation, and Forestry has been approached by reputable business leaders in the Orchard Park community. They have formed a Conservancy and wish to partner with Erie County to identify and fund capital projects for the betterment of Chestnut Ridge Park.

FISCAL IMPLICATIONS

Any dollars raised and contributed by the Chestnut Ridge Conservancy (CRC) will ease the burden on taxpayers.

REASONS FOR RECOMENDATION

It is important to collaborate with partners to fund various projects needed in our park system rather than relying solely on taxpayer funded borrowing. The CRC is willing to help the department identify and fund projects at Chestnut Ridge Park.

BACKGROUND INFORMATION

Erie County business leaders believe Chestnut Ridge Park to be a very valuable asset for the county and an important tourist attraction. They understand the economic realities of relying solely on taxpayer funds to finance projects in the Park. They have formed a 501c3 corporation named the Chestnut Ridge Conservancy. Their efforts will benefit all the residents of Erie County.

CONSEQUENCES OF NEGATIVE ACTION

More tax money will be needed to provide the capital funds necessary to maintain Chestnut Ridge Park.

STEPS FOLLOWING APPROVAL

The County Executive and the Commissioner of Parks will execute the agreement with the Chestnut Ridge Conservancy.

A RESOLUTION SUBMITTED BY:
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

RE: Chestnut Ridge Conservancy
MOU

WHEREAS, the Department of Parks, Recreation and Forestry is responsible for identifying and funding necessary capital projects at Chestnut Ridge Park; and

WHEREAS, the Chestnut Ridge Conservancy (CRC), a 501 c 3 corporation, wishes to contribute to the success of Chestnut Ridge Park; and

WHEREAS, the Erie County Department of Parks, Recreation and Forestry and the CRC have agreed on a scope for the involvement of the CRC at Chestnut Ridge Park; and

WHEREAS, the taxpayers of Erie County will have a direct benefit of any help that the CRC can supply to Chestnut Ridge Park.

NOW, THEREFORE, BE IT

RESOLVED, that this honorable body hereby authorizes the Commissioner of the Erie County Department of Parks, Recreation and Forestry and the County Executive to enter into an agreement (attached) with the Chestnut Ridge Conservancy; and be it further

RESOLVED, that certified copies of this resolution be delivered to the County Executive, the County Comptroller, the County Attorney, the Director of Budget and Management and to the Commissioner of the Department of Parks, Recreation and Forestry.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated January _____, 2011, by and between the County of Erie, which is a municipal corporation of the State of New York with principal offices located at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the "County," and the Chestnut Ridge Conservancy, a not-for-profit corporation organized in the State of New York, Post Office Box 1376, Orchard Park, New York, 14127, hereinafter referred to as the "CRC."

WITNESSETH:

WHEREAS, the County and the CRC agree that it is our mutual interest in the enhancement of the enjoyment of Chestnut Ridge Park ("Park") for all the residents of the County; and

WHEREAS, the CRC was created for the purpose of assisting efforts to preserve, conserve, restore, and enhance the Park; and

WHEREAS, it is the CRC's intent to raise funds exclusively for the benefit and the betterment of the Park for the residents of the County; and

WHEREAS, the County desires to encourage the participation of interested not-for-profit corporations in providing services to enhance the Park for the benefit of the County and its residents; and

WHEREAS, the parties desire to create a Memorandum of Understanding ("MOU") to accomplish similar goals regarding the Park; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, promises and covenants contained herein, the County and the CRC hereby agree as follows:

- (1) The CRC shall assist the County with the preservation, restoration, rehabilitation, and enhancement of the Park. The CRC shall present to the Commissioner of Parks, Recreation, and Forestry ("Commissioner") such projects it envisions will preserve, restore, rehabilitate, or enhance the Park and its use by County residents. The Commissioner shall make the determination on a project-by-project basis as to whether the CRC takes a lead role or is a contributor to a County-led project. The CRC shall not begin any project without the prior approval of the Commissioner. These projects shall be consistent with the vision of the County and the CRC. The County may assist the CRC with resources to accomplish Park goals.
- (2) The CRC may build volunteer relationships to assist the County with various projects throughout the Park. If the CRC utilizes volunteers in the Park, the CRC shall assist in supervision or help to

supervise and be responsible for such volunteers and train such volunteers to enable them to work safely in the Park.

- (3) It is agreed that the CRC shall not delegate or assign its duties under this MOU without prior approval of the County Parks Department.
- (4) The CRC and the County agree that the CRC, its officers, employees, agents, contractors, subcontractors, volunteers, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof.
- (5) The CRC shall submit annually to the County a copy of its preceding year-end income expense reports, tax returns, and balance sheets no later than May 31st of the following calendar year.
- (6) The County shall advise the CRC with respect to collective bargaining agreements and/or bargaining obligations with appropriate unions.
- (7) The term of this MOU shall be for a term of five (5) years beginning with the date of final execution hereof by both parties. The parties may agree in writing to extend this MOU for an additional five-(5) year term.
- (8) This MOU may be terminated by either party only "for cause" after providing a written notice of intention to terminate and on allowing the party receiving the notice thirty (30) days to cure the alleged basis for termination. "For cause" shall be limited to a material violation of the terms and conditions of this MOU.
- (9) The CRC 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, attorneys' fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the CRC or third parties under the direction or control of the CRC, and 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 MOU and to bear all other costs and expenses related thereto.
- (10) The County shall indemnify and hold harmless the CRC, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the County or third parties under the direction or control of the County, and 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 MOU and to bear all other costs and expenses related thereto.
- (11) With the exception of the required \$1,000,000 umbrella insurance policy, the CRC shall obtain and maintain at its own cost and expense insurance coverage as described in the attached Erie County

Standard Insurance Certificate and minimum coverage limits for vendor classification "G" and shall provide the County with a certificate of insurance as evidence of such coverage. Insurance coverage must be maintained continuously throughout the term of this MOU. The CRC agrees that general liability, automotive liability, and excess liability shall name the County as an additional insured.

- (12) The CRC and the County hereby agree that the CRC shall reserve one voting membership on the Board of Directors to be filled by the County Executive of Erie County.
- (13) This MOU shall not be extended, modified, or amended unless in writing and duly executed by both parties.
- (14) This MOU 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.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed.

COUNTY OF ERIE

CHESTNUT RIDGE CONSERVANCY

Chris Collins
Erie County Executive



Raymond Fabiniak
Chairman of the Board

APPROVED AS TO CONTENT:

James E. Hornung, Sr.
Commissioner of Parks, Recreation, and Forestry

APPROVED AS TO FORM:

Stephanie Joy Calhoun
Assistant County Attorney

Document No.: _____

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2011

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 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).

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| PRODUCER Phone: (716) 662-4461 Fax (716) 662-2525 BROWN & STROMECKI AGENCY, INC. 4313 S BUFFALO STREET ORCHARD PARK NY 14127 | | CONTACT NAME: Brown & Stromecki Agency, Inc. PHONE (A/C No. Ext): (716) 662-4461 FAX (A/C No.): (716) 662-2525 E-MAIL ADDRESS: insurance@brown-stromecki.com PRODUCER CUSTOMER ID: 99389 | |
| Agency Lic#: 637391 | | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED CHESTNUT RIDGE CONSERVANCY 5732 BIG TREE ROAD ORCHARD PARK NY 14127 | | INSURER A : Sentinel Insurance Company 11000 INSURER B : Philadelphia Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 9040 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 | ADDL INSR | SUBR WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | 01SBAZC0030 | 07/01/10 | 07/01/11 | 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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 01SBAZC0030 | 07/01/10 | 07/01/11 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <small>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</small> | | N/A | | | | WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |
| B | Director & Officers Prof. Liab | | | PHSD569184 | 09/14/10 | 07/01/11 | Occ. / Agg. Limit 1,000,000 SIR 1,000 |

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

RE: ALL LOCATIONS IN THE COUNTY OF ERIE, NY.
 CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE ONLY AS THEIR INTERESTS MAY APPEAR, IF REQUIRED BY WRITTEN CONTRACT. HOST LIQUOR IS INCLUDED UNDER THE ABOVE LISTED GENERAL LIABILITY POLICY.

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| CERTIFICATE HOLDER County of Erie c/o Department of Law 95 Franklin Street, room 1634 Buffalo, NY 14202 Attention: | CANCELLATION 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 Raymond D. Stromecki |
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