

Village of Larchmont Board of Trustees Work Session

April 8, 2024 at 5:30PM

3rd floor conference room, Larchmont Village Hall

Please note that while work sessions are open to the public, the Village Board typically does not allow public comment. If you have any questions or comments on any of the agenda items that you would like the Board to consider during the work session, please email them to villageclerk@larchmontny.gov no later than 12pm the day of the work session.

AGENDA

1. 5:30-6:30: Review of Public-Private Partnership Policy
2. 6:30-6:45: Discuss Franchise Fee Audit Proposal
3. 6:45-6:50: Resolution Authorizing Village Administrator to execute LMC Vendor Agreement
4. 6:50-7:20: Review Contribution Policy Draft
5. 7:20-7:30: Discussion regarding Outdoor Dining Permit requests
6. 7:30-8: Discuss Flint estimates for Phase 1 completion
7. Trustee items - any new business Trustees want to bring to Board for brief discussion and/or inclusion in future work sessions
8. Administrator items – any new business Administrator wants to bring to Board for brief discussion and/or inclusion in future work sessions

**VILLAGE OF LARCHMONT
PUBLIC PARKS CAPITAL PROJECTS POLICY I
Resolution**

Whereas, the total area of the Village of Larchmont (the Village) is approximately one square mile and the Town of Mamaroneck-Village of Larchmont Coastal Zone Management Commission *Open Space Inventory Report (March 2004)* identified nine publicly owned Village Parks to be Addison Park, Constitution Park, Flint Park, Kane Park, Lorenzen Park, Parkway (Playhouse) Park, Pine Brook Park, Woodbine (Willow) Park, and Vanderburgh (Turtle) Park (collectively, Parks);

Whereas, several of the Village's Parks are in or adjacent to three Critical Environmental Areas so designated by New York State for their aesthetic beauty, important coastal fish and wildlife habitat, and/or protection of water and natural area, and such designations are respected and these attributes protected;

Whereas, the Village is committed to the preservation of the Village's remaining public open spaces and the ecological benefits they provide including, but not limited to, the existing natural land buffers protecting our community in the wake of severe storms;

Whereas, the Village is committed to the maintenance of existing built infrastructure in the Parks so that it may be enjoyed by future generations;

Whereas, the Village Board of Trustees (the Board) is charged with setting the policies and enacting laws (e.g., regarding pesticide use, leaf blowers) which underpin the strategic planning for and management of its Parks;

Whereas, the Board, while acting as stewards of the Village's Parks, seeks to fairly represent all Village stakeholders in the use and enjoyment of the Parks and is charged with the weighing of competing interests for the benefit of Village residents and their environment. The Board shall set priorities for management based upon need and not on available private funding;

Whereas, the Village has final authority over all capital projects and programs undertaken in the Parks and to the extent that any stakeholder wants to raise money from private donors, the Village and the stakeholder shall coordinate from the inception of the concept.

Whereas, to further their charge, the Board works with the Village Parks and Trees Committee (P&TC) created to assist the Board in an advisory capacity and in other areas as requested by the Board, with the Village Environmental Committee where there are environmental issues or opportunities, the Village of Larchmont Beautification Committee

and with other not-for-profit groups and stakeholders which support the Parks and the Village's policies.

Now, therefore, be it resolved that the Board issues the following policies to guide the stewardship of Village Parks:

Public Parks Capital Projects Policy I– Public Private Partnerships

1. This Public Parks Capital Projects Policy I applies only to public/private partnerships.
2. Proposals for projects involving the alteration or refurbishment of the Parks (projects) should come first before the P&TC in a “nascent conceptual stage” for discussion and input from the members of the P&TC and the Trustee Liaison. The Trustee liaison is charged with facilitating activities of the P&TC and communications among all involved stakeholders. The P&TC is to act in accordance with its charter. Project Sponsors may be the P&TC, interested not-for-profits, and/or Village residents.
3. When consensus is reached on the need and viability of such project in its “nascent conceptual stage”, it may be brought to the Board, at the discretion of the Mayor, for discussion at a public work session. The purpose of the public work session at this point is to vet the concept in light of the needs and desires of the community as a whole, the project's viability, and policies of the Board.
4. At that time, the Board may take a non-binding vote to “greenlight” the further development of the project after which the project goes back to P&TC for the development of a Preliminary design, budget, and timeline for the entire scope of the proposed project.
5. The P&TC is to work with Project Sponsors to develop a Preliminary design, budget, and timeline. When the Preliminary design, etc. is completed, it may be brought to the Board, at the discretion of the Mayor, for discussion at a public work session. The purpose of the public work session at this point is to vet the Preliminary design in light of the needs and desires of the community as a whole, the project's viability, and policies of the Board.
6. At that time, the Board may resolve to authorize or reject the development of a Final Design. Also, at this time, the Village may choose to negotiate and sign an MOA with the Project Sponsor.
7. The P&TC is to work with the Project Sponsors to develop the Final Design. When a Final Design is completed, it may be brought to the Board, at the discretion of the Mayor, for discussion at a public work session. The purpose of the work session at this point is to ensure the Final Design achieves the objectives identified in previous reviews.
8. At that time, the Board may resolve to approve or reject the Final Design, authorize the creation of a Capital Projects construction fund and authorize the Village Administrator to take all necessary steps to begin the implementation of the project. A second MOA may be desirable for the construction phase.
9. All approved projects are public works which are subject to all applicable laws, including, but not limited to, prevailing wage and public bidding requirements.
10. All construction projects are supervised under the authority of the Village Administrator acknowledging that there will be coordination with other stakeholders.

Village Funding and Support Request Policy

The Village of Larchmont (“Village”) Board of Trustees is committed to positively impacting the community by providing financial and non-financial contributions to non-profit organizations and students acting on behalf of school-sponsored programs.

However, New York State Constitution (Art. 8, § 1), restricts the Village’s ability to donate to organizations without consideration absent the existence of narrow circumstances laid out in the Constitution. Outside of those limited circumstances, the Village may only dedicate funds to organizations that enter into a contract with the Village to provide services that benefit the Village and its residents.

A. Purpose

The Policy has been developed to:

- Create consistency and fairness to organizations that ask for the Village’s financial support.
- Provide guidelines and standards for organizations seeking a Monetary Donations or In-Kind Donation from the Village.

B. Definitions

1. **“Applicant”** means the outside organization seeking an In-Kind Donation or Monetary Donation from the Village.
2. **“In Kind Donation”** means the Village contribution of in-kind goods, services, or resources in return for certain benefits to the Village.
3. **“Monetary Donation”** means the Village contribution of money in return for certain benefits to the Village.
4. **“OCRA”** means the Original Civic Research & Action program at the Mamaroneck High School.

C. Criteria/Eligibility

1. For the Applicant to receive a Monetary Donation or In-Kind Donation, the Applicant must demonstrate that it provides services that benefit the Village or its residents. The Board will based the amount of funds given to any outside organization on the number of Village residents benefited by the organization (for example, number of Village residents that utilize the services of the organization).
2. Applicants are limited to one application per calendar year.
3. The following are not eligible for Village Monetary Donations or In-Kind Donations:

- a. Religious or political groups.
- b. Groups that discriminate on the basis of race, color, gender, religion, disability, sexual orientation, or national origin.
- c. For-profit corporations.
- d. Individuals.

D. Procedure for Submission

1. The Village may appropriate a certain amount of funds in the budget on an annual basis for Monetary Donations to outside organizations.
2. Any outside organization that meets the criteria and eligibility requirements set forth above and which seeks a Monetary Donation or In-Kind Donation must submit an application to the Village in the form attached to this Policy as Exhibit A. The Board may invite the Applicant to present to the Board on its request.
3. The Village Board typically allocates money for its budget for the following fiscal year from November to April. We recommend that any Applicant seeking a Monetary Donation from the Village submit applications to the Village Board before the budget season.
4. An outside organization or agency seeking an In-Kind Donation in relation to a specific event must submit the complete application no later than 120 days before the event.
5. OCRA who would like to present to the Village Board on general topics (for example, information on a particular initiative) must complete the attached application at least 30 days before the request to present.
6. Applicants asked to present to the Village Board are limited to a 10 minute presentation.
7. If awarded a Monetary Donation, the outside organization must enter into an agreement with the Village setting forth the monetary amount and services and benefits provided to the Village. The form and content of the agreement shall be subject to approval by the Village Board.
8. A Monetary Donation or In-Kind Donation to an outside organization shall not constitute an obligation to make contributions in subsequent years.

APPLICATION

Name of Organization:

Contact Person:

Mailing Address:

Phone Number:

Email Address:

In-Kind or Monetary Request:

Amount of Funding Requested:

In-Kind Services/OCRA General Request:

Please describe the proposed project for which a donation is being requested,

For non-OCRA applicants, please provide proof of your organization's not for profit status.

Describe with specificity how this project will benefit Village of Larchmont residents.

Has your organization received funds from the Village previously? If so, how much and how were the funds utilized?

If requesting a Monetary Donation, please explain what other sources of funding the organization has in addition to the funds being requested.

**CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into as of this 1st day of January 2024, by and between Larchmont Mamaroneck Community Television Inc., a New York corporation, located at 740 W. Boston Post Rd., 3rd Floor, Mamaroneck, New York 10543, hereinafter referred to as “LMC” and the Village of Larchmont, a New York municipality located at 120 Larchmont Avenue, Larchmont, NY 10538 hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE has the right, pursuant to federal law, the “Cable Franchise Agreement by and Between the Villages of Larchmont and Mamaroneck and the Town of Mamaroneck, New York and Cablevision of Southern Westchester, Inc.” and the “Cable Franchise Agreement by and Between the Villages of Larchmont and Mamaroneck and the Town of Mamaroneck, New York and Verizon New York, Inc.” to produce and broadcast public, educational and governmental programming over the cable operators’ cable systems; and

WHEREAS, the VILLAGE intends to enter into an agreement with LMC for the purpose of providing services relating to the filming, editing and broadcast of certain VILLAGE meetings and events more fully described on Attachment “A” hereto which provide a benefit to VILLAGE residents; and

WHEREAS, LMC has represented that they possess sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

LMC shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified herein and further described in and incorporated herein as Attachment “A”. If additional work, over and above that specified in the Scope of Work as identified in Attachment “A”, or that agreed to under this Agreement, is requested by the VILLAGE, such work shall be performed by LMC for at the billing rates specified in Attachment “A”. No additional work shall be deemed authorized except pursuant to a change order signed by both parties or some other method mutually agreed.

II. TIME OF PERFORMANCE

Unless otherwise adjusted by the VILLAGE, the services to be performed hereunder will commence upon execution of this Agreement and consistent with professional skill and care.

III. COMPENSATION AND PAYMENT

- (a) During the first calendar year during the Term, LMC’s minimum compensation as provided on Attachment “A” shall be a flat fee of \$90,350, and each year thereafter shall be adjusted by the annual change in the Consumer Price Index (CPI) <https://www.bls.gov/cpi/> or similar

governmental measure of inflation. Such flat fee shall be payable by the VILLAGE in four installments. The first installment shall be due on January 1 of each calendar year; the second installment shall be due on April 1 of each calendar year; the third installment on July 1 of each calendar year; and the fourth installment on October 1 of each calendar year.

- (b) In the event that LMC requires PEG capital expenditures to support its operations, LMC shall present such requests to the VILLAGE for review by the VILLAGE Board. If the VILLAGE Board approves such a request the amount of such funding shall be equal to 17.35% of the total PEG capital expenditure request.
- (c) Should this Agreement be terminated at any time before the Expiration Date (defined below), any compensation due to LMC by the VILLAGE shall be prorated on a daily basis, based on the period from the Commencement Date (defined below) until the date of termination, unless such compensation is the subject of a dispute between the parties.

IV. COMPLIANCE WITH LAWS

LMC shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACT, DELEGATION AND ASSIGNMENT

This Agreement shall not be assigned, delegated or subcontracted, in whole or part, without the prior written consent of the VILLAGE which may be denied in the VILLAGE's sole discretion. Approval by the VILLAGE of any subcontractor shall not relieve LMC of any liability or responsibility for the proper performance of the work under this Agreement.

VI. TERM

This Agreement shall be in effect for a period beginning on January 1, 2024 ("Commencement Date") and ending December 31, 2026 ("Expiration Date"), unless terminated prior to such date in accordance with the requirements of this Agreement.

VII. CONTROL OF CONTENT; OWNERSHIP AND REUSE OF MATERIALS

- (a) The VILLAGE shall have complete control over scheduling, administration and all other programming aspects of all content created under this Agreement, and may delegate such functions, or a portion of such functions, to an appropriate designee. LMC shall not prevent or delay the timely broadcast of any content produced under this Agreement except as expressly directed by the VILLAGE. In the event there is a conflict between the VILLAGE and LMC with respect to the airing of any content, the parties will work together in good faith to reach an agreement with respect to airing such content.
- (b) LMC agrees all materials created for the VILLAGE under the Agreement shall be the VILLAGE'S sole and exclusive property, and LMC hereby assigns all right, title and interest in same to VILLAGE. LMC further acknowledges that any original works of authorship LMC creates, whether alone or jointly with others, within the scope and during the Term of this Agreement, shall be deemed a "work made for hire" as defined by the United States Copyright Act and are protected in accordance therewith. To the extent that such work is not, by operation of law, a work made for

hire, LMC hereby transfers and assigns to the VILLAGE all right, title and interest therein, up to and including copyright. The VILLAGE agrees that it shall grant LMC a non-transferrable, worldwide, royalty free right to use the materials in perpetuity, provided that any use of such materials by LMC is consistent with its mission and purpose as a 501(c)(3) charitable organization that provides access to local news.

VIII. BREACH; TERMINATION

- (a) The VILLAGE may terminate this Agreement in the event of a material breach of the terms of this Agreement by LMC upon sixty (60) days' written notice to LMC. LMC shall be given this sixty (60) day period to cure such breach at which time the termination notice must be rescinded if such breach is cured. Such right to termination shall be in addition to all other remedies in law or equity available to the VILLAGE.

IX. INDEMNIFICATION

- (a) LMC shall be responsible for all damage to life and property due to activities caused by it, its subcontractors, agents or employees in connection with its services under this Agreement. LMC specifically agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that LMC shall indemnify and save harmless the VILLAGE from claims, suits, actions, damages and costs of every name and description resulting from the performance of the services performed under the scope of this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided.
- (b) Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against LMC, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

- (a) LMC shall, during the performance of the Work, maintain the following insurance in the types and amounts and with insurers satisfactory to the VILLAGE:

- 1)General Liability: \$1,000,000;
- 2)Automobile Bodily Injury: \$1,000,000 per injury and \$1,000,000 each occurrence;
- 3)Automobile Property Damage: \$1,000,000 each occurrence;
- 4)Workers' Compensation Insurance in an amount sufficient to satisfy all statutory requirements of the State of New York.

- (b) Upon execution, LMC shall furnish the VILLAGE with a Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Larchmont as an

additional insured. The certificate of insurance naming the VILLAGE as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, but only while performing duties on behalf of the Named Insured.

- (c) LMC shall provide for thirty (30) days written notice to the VILLAGE prior to cancellation of any insurance policy required under this Section X.
- (d) New and current certificates shall be provided within thirty (30) days of each policy renewal or change in coverage.
- (e) The VILLAGE shall be named as an additional insured on coverages under General Liability as specified above.

XI. INDEPENDENT CONTRACTOR

The status of LMC under this Agreement shall be that of an independent contractor and not that of an employee or agent of the Village, and in accordance with such status, LMC, and their respective officers, agents, employees, representatives and servants, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the VILLAGE nor make any claim, demand or application for any right or privilege inconsistent with such status including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

XII. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions, hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XIII. TRANSFERABILITY OF INTEREST

LMC shall not assign, sublet, or otherwise transfer its interest in this Agreement without the written consent of the VILLAGE which may be denied in the VILLAGE'S sole discretion.

XVII. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVIII. SUPPLEMENTS TO AGREEMENTS

The following attachments, supplements or addendums form an integral part of this Agreement.

Attachment "A" - "SCOPE OF WORK";

XIX. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Larchmont

Larchmont Mamaroneck Community
Television, Inc.

Name

Name

Signature

Signature

Title

Title

**ATTACHMENT A
TO THE
CONSULTANT AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN VILLAGE OF LARCHMONT AND
LARCHMONT MAMARONECK COMMUNITY TELEVISION INC.**

The parties agree that the scope of work to be provided to the VILLAGE by LMC is as follows exclusively for the term of this agreement:

1. LMC will record all of the events provided below.
2. LMC will provide all necessary staff and equipment to facilitate such recording to the extent that such equipment is not provided by the VILLAGE. LMC shall provide CATV technical support and assistance, including equipment trouble-shooting and problem resolution, procedure review and documentation, and production assistant responsibilities, such as camera set-up and operation, as well as other roles and duties associated with the planning, production, and broadcast of cablecast programs and will be responsible for timely production and broadcast of all content aired on the government access channels assigned to the Village by its cable franchises. LMC will also make all Village content available for on-demand web access at LMCMedia.org.
3. LMC will facilitate the transmission of all content recorded on behalf of the VILLAGE to the headends of Altice and Verizon in order to allow for the broadcast of such content on the respective cable operators' cable systems. Such transmission will be made via the existing infrastructure constructed under the VILLAGE's cable franchise agreements with Verizon New York, Inc. and Cablevision of Southern Westchester, Inc.
4. LMC will not downgrade in quality or otherwise limit or delay the transmission of such content to the respective cable operators' headends except as expressly directed by the VILLAGE. LMC will not be penalized for any system failure beyond their control.
5. The VILLAGE shall have the right, exercisable in its sole discretion to request that LMC record and broadcast events or content not expressly contemplated by this Agreement ("Additional Programs"). The VILLAGE shall provide LMC with a minimum of ten (10) days' notice of such Additional Programs, including the date and anticipated timeframe for which representatives of LMC will need to be present to record the Additional Programs. LMC shall make commercially reasonable efforts to facilitate such recording and broadcast and, should LMC be unable to perform the requested services, LMC shall provide to the VILLAGE a written denial of the request and an explanation as to why LMC is unable to perform the requested services. LMC's services to record and broadcast such Additional Programs shall be limited to the scope of services requested by the VILLAGE. Such Additional Programs shall be billed at the rates provided below.
6. LMC agrees that it will continue its community partnership, marketing and promotion of Larchmont businesses, nonprofits, and municipal activities on social media.
7. LMC agrees that will continue to provide subsidized rates to the citizens, businesses and non-profits for their use of LMC staff and services

Anticipated Programming:

1. Recording, broadcasting and archiving approximately 11 monthly Village Board meetings per year. Village Board Meetings typically take place on the third Monday of each month, but such dates may be subject to change.

Cost: \$650 per meeting.
Total Cost: \$7,150

2. Recording, editing, broadcasting and archiving 20 Village Events per year. Such anticipated events may include the Spring Egg Hunt, Memorial Day Parade, 4th of July Races (if any), Summer Concert Series, Larchmont Day, Ragamuffin Parade, Light Up Larchmont, Sprint to Flint, Arts Festival, Earth Day, Village Board Ribbon Cuttings, Village-wide Chamber of Commerce events, such as Arts On the Avenue.

Cost: \$1300 per event.
Total Cost: \$26,000

3. Recording, editing, broadcast and archiving of approximately 190 Tri-Municipal events and programs. These programs included programs such as Mamaroneck School Board Meetings, Mamaroneck School sports events, September 11th Ceremony, etc. (The fee charged for these events is pro-rated based on the Village's 17.35% share of the total cost of Tri-Municipal events).

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Total Cost: \$42,855

4. In addition to the costs for programming, the Village agrees to pay to LMC an additional US\$14,345 for overhead costs.

Total Programming Costs: \$90,350

Additional Programming

Additional Programming shall be provided at the rate of \$650 per Village Board meeting and for other events, no more than the Member rates listed on the LMC website: <https://lmcmmedia.org/production-services/#RateCard>