

# Law & Major Contracts Meeting Agenda



Committee Chair: Damon Maher

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Monday, June 12, 2023**

**10:00 AM**

**Committee Room**

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## CALL TO ORDER

Joint with Budget & Appropriations committee.

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

## MINUTES APPROVAL

Monday, June 5, 2023 at 10:00 a.m.

Monday, June 5, 2023 at 1:00 p.m.

## I. ITEMS FOR DISCUSSION

1. [2023-227](#) ACT - Lawsuit Settlement of Bonds v. Westchester County

AN ACT authorizing the County of Westchester to settle the lawsuit of Etonya Bonds v. Westchester County in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS, inclusive of attorney's fees.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

Guest: Law Dept.: Senior Assistant County Attorney Loren Zeitler

2. [2023-228](#) ACT - Compromise of Claim - "M.B."

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

Guest: Law Dept.: Senior Assistant County Attorney Sean Carey

3. [2023-243](#) ACT - Settlement of Workers' Comp. Benefits - "A.P."

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

Guest: Law Dept.: Senior Assistant County Attorney Sean Carey

4. [2023-229](#) ACT - Agreement Amendment with Stephen Einstein & Assoc., P.C. re Legal Collection Services

AN ACT authorizing the County of Westchester to amend an agreement with the law firm of Stephen Einstein & Associates, P.C. to provide legal collection services to the County of Westchester in an "of Counsel" capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021, in order to extend the term from June 1, 2021 through May 31, 2023 and to change the name of the firm to Tromberg, Morris & Poulin, PLLC, effective as of June 1, 2021.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

Guest: Law Dept: Senior Assistant County Attorney Daniela Infield

5. [2023-244](#) ACT - Amendment Agreement with the Wicks Group re: County Airport

AN ACT authorizing the County to further amend an outside counsel agreement with the Wicks Group, PLLC for the provision of various legal services related to the Westchester County Airport, by extending the term of the agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, or until the County determines, in its sole discretion, to terminate the Agreement, and by increasing the not-to-exceed cap by an additional FIFTY THOUSAND (\$50,000) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

County Attorney John Nonna

## II. OTHER BUSINESS

## III. RECEIVE & FILE

## ADJOURNMENT



George Latimer  
County Executive

Office of the County Attorney

May 16, 2023

John M. Nonna  
County Attorney

Westchester County Board of Legislators  
County of Westchester  
800 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Re: Request for authorization to settle the lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00 inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00, inclusive of attorney's fees.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled after four years of litigation, pending this Board's approval of a settlement in the amount of \$100,000.00, inclusive of attorney's fees.

Frederick K. Brewington, Esq. of The Law Offices of Frederick K. Brewington, 556 Peninsula Blvd., Hempstead, New York, is representing the Plaintiff.

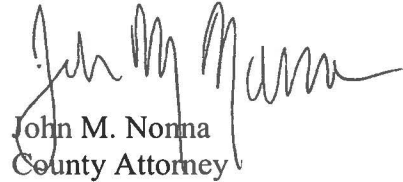
Plaintiff, who is a Sergeant at the Westchester County Department of Correction ("DOC") and has been employed by the DOC as an officer for more than twenty years, brought a federal action under the ADA against Westchester County and several employees of the DOC. She alleged that she is hearing-impaired and was discriminated against by the DOC as a result of her disability.

In her lawsuit, Plaintiff claimed that she requested accommodations for her disability that were not granted; that she was subjected to excessive counselings and greater scrutiny of her work than other officers; and that she was retaliated against for requesting an accommodation and for filing a Complaint with the EEOC.

After the close of discovery, the parties participated in settlement conferences before the magistrate judge assigned to the case. After two lengthy settlement conferences, the parties agreed to settle the matter for \$100,000, inclusive of attorneys' fees (subject to the Board's approval). In light of the claims alleged and the issues of fact that may preclude summary judgment, we recommend settling this action for \$100,000.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal and, in the event the Plaintiff is successful following a jury trial, the payment of Plaintiff's counsel fees. The accompanying Act will authorize settlement of the lawsuit entitled Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00, inclusive of attorney's fees.

Very truly yours,



John M. Nonna  
County Attorney



BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.), in the amount of \$100,000.00.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled pending this Board's approval of a settlement in the amount of \$100,000.00, inclusive of attorney's fees, at the second settlement conference. Frederick K. Brewington, Esq. of The Law Offices of Frederick K. Brewington, 556 Peninsula Blvd., Hempstead, NY is representing Plaintiff.

Plaintiff, who is a Sergeant at the Westchester County Department of Correction ("DOC") and has been employed by the DOC as an officer for more than twenty years, brought a federal action under the ADA against Westchester County and several employees of the DOC. She alleged that she is hearing-impaired and was discriminated against by the DOC as a result of her disability.

In her lawsuit, Plaintiff claimed that: (1) she requested accommodations for her disability that were not granted; (2) she was discriminated against as a result of her disability; and (3) she was retaliated against for requesting an accommodation and for filing a Complaint with the EEOC.



ACT NO. 2023

AN ACT authorizing the County of Westchester to settle the lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.), in the amount of \$100,000.00, inclusive of attorney's fees

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

1. The County Attorney is authorized to settle the lawsuit of Etonya Bonds v. Westchester County, 19 cv 1712 (S.D.N.Y.), in the amount of \$100,000.00, inclusive of attorney's fees.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Bonds, Etonya  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 100,000

Total Current Year Revenue \$ -

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations

Additional Appropriations  Other (explain)

Identify Accounts: 6N Fund: 615 59 0697/4150 4280/04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of General Liability Claim (Etonya Bonds G170240)

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: \_\_\_\_\_

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Loren Zeitler

Title: Senior Assistant County Attorney

Department: Law

Date: May 18, 2023

Reviewed By: 

Budget Director

Date: 5/19/23

George Latimer  
County Executive

Department of Law

John M. Nonna  
County Attorney

May 11, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
148 Martine Avenue  
White Plains, NY 10601

Re: Legislation authorizing the County to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee, identified as "M.B.," from the settlement of his legal action against a third-party tortfeasor. Consistent with prior practice in similar cases, I have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

When an individual is injured in the course of his or her employment, the County's self-insured Workers' Compensation program, administered by Triad Group, LLC, provides medical and lost wage benefits in accordance with NYS Workers' Compensation Law. If the individual is injured as a result of some alleged tortious act or omission of a third party, the County pays for the immediate health care for the insured, subject to the right to be reimbursed if the insured recovers in a settlement with or legal action against a third party. The employee is entitled to compensation and medical benefits under the NYS Workers' Compensation Law. Section 29 of the NYS Workers' Compensation Law entitles the County to a lien against the proceeds of any recovery from the third party liable for the injury, after the deduction of the reasonable and necessary expenditures—including attorney's fees incurred in effecting such recovery—to the extent of the amount of compensation and medical benefits awarded or provided under NYS Workers' Compensation Law.

Accordingly, I seek authorization to compromise the following claim:

On October 18, 2021, M.B.—a Captain in the Westchester County Department of Public Safety ("DPS")—was traveling south on the Taconic State Parkway in the vicinity of State Route 301 when a construction vehicle veered into his lane. M.B. jammed on his breaks and was rear-ended by the driver behind him. As a result of the collision, M.B. sustained injuries to his right knee, back, neck, and head.

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148 Martine Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132\*

\*Please be advised that service by facsimile  
is not accepted.



M.B. filed a claim for his injury with the NYS Workers' Compensation Board, which was uncontroverted. On a parallel track to his Workers' Compensation claim, M.B. retained Gary Cusano, Esq. of CUSANO SMITH PLLC, 483 Cherry Street, Bedford Hills, NY 10507.

On or about June 20, 2022, M.B. agreed in principle to settle his personal injury claim pre-suit for the driver's full policy amount: twenty-five thousand and 00/100 dollars (\$25,000.00). In connection with the proposed settlement, M.B.'s counsel notified this Office that his costs, disbursements, and legal fee total eight thousand three hundred thirty-three and 33/100 dollars (\$8,333.33).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on M.B.'s behalf in the amount of seventy-four thousand six hundred twenty-six and 11/100 dollars (\$74,626.11), paid indemnity (lost wage) benefits in the amount of sixty-one thousand nine hundred fifty-eight and 89/100 dollars (\$61,958.89)—bringing the County's total expenditures in this matter to one hundred thirty-six thousand five hundred eighty-five and 00/100 dollars (\$136,585.00). However, because M.B. was injured in an automobile accident, the County's lien must be reduced by fifty thousand and 00/100 dollars (\$50,000.00) in lieu of first party no-fault benefits. Accordingly, the County's net lien for compensation and medical benefits to or on behalf of M.B. in this matter is eighty-six thousand five hundred eighty-five and 00/100 dollars (\$86,585.00).

Because M.B. has settled his third-party claim for less than the County's lien, this is a "deficiency matter" (*see, e.g., Lodestro v Upstate Milk Coops., Inc.*, 37 AD3d 1075, 1076 [4th Dept 2007]; *Burkhardt v Amtrust N. Am., Inc.*, 2016 NY Slip Op 31764[U], at \*5 [Sup Ct, Queens County 2016]). In a deficiency matter, "the carrier assumes the entire cost of obtaining the recover and is entitled to recover the net remaining amount after taking such deduction" (*Burkhardt*, 2016 NY Slip Op 31764[U], at \*5). The amount to which the carrier is entitled can and sometimes will subsume the remaining proceeds (*see, e.g., Lodestro*, 37 AD3d at 1076; *Burkhardt*, 2016 NY Slip Op 31764[U], at \*5).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to assume the entire cost of litigation in this matter and recover the remainder of the proceeds. If such authority is granted, the County will accept in satisfaction of its present lien a total of sixteen thousand six hundred sixty-six and 67/100 dollars (\$16,666.67).

*[Remainder of Page Intentionally Left Blank]*

For the convenience of the reader, a chart of the aforementioned figures appears below:

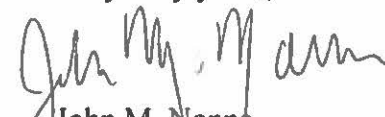
| <b>Worker's Comp Award</b>            |                |
|---------------------------------------|----------------|
| Medical Expenses                      | \$ 74,626.11   |
| Indemnity (Lost Wage) Payments        | \$ 61,958.89   |
| Worker's Comp, SUB-TOTAL              | \$ 136,585.00  |
| MVA ("Basic Economic Loss") Reduction | (\$ 50,000.00) |
| Worker's Comp, TOTAL                  | \$ 86,585.00   |

| <b>Litigation Amounts</b>              |                       |
|--|-----------------------|
| Third-Party Settlement (Gross Amt)     | \$ 25,000.00          |
| Disbursements                          | \$ -                  |
| Attorney's Fees                        | \$ 8,333.33           |
| Cost of Litigation (COL)               | \$ 8,333.33           |
| Net Proceeds of Third-Party Settlement | \$ 16,666.67          |
| Percentage COL                         | N/A (Deficiency Case) |

| <b>Settlement Details</b> |              |
|---------------------------|--------------|
| Carrier's COL             | \$ 8,333.33  |
| Carrier's Net Lien        | \$ 16,666.67 |
| Claimant's Net Recovery   | \$ -         |

I respectfully request authority from this Board pursuant to Section 158.11 of the Westchester County Charter to compromise the County's right to be reimbursed for health care and wage benefits paid to or on behalf of M.B. from his recovery against a third-party tortfeasor. I therefore recommend passage of the accompanying Act.

Very truly yours,

  
John M. Nonna  
County Attorney

JMN/stc

BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester (the “County”) to compromise its claim to be reimbursed for healthcare and wage benefits paid to or on behalf of a County employee, identified as “M.B.” Consistent with prior practice in similar cases, the County Attorney has deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

On October 18, 2021, M.B.—a Captain in the Westchester County Department of Public Safety (“DPS”)—was traveling south on the Taconic State Parkway in the vicinity of State Route 301 when a construction vehicle veered into his lane. M.B. jammed on his breaks and was rear-ended by the driver behind him. As a result of the collision, M.B. sustained injuries to his right knee, back, neck, and head.

M.B. filed a claim for his injury with the NYS Workers’ Compensation Board, which was uncontroverted. On a parallel track to his Workers’ Compensation claim, M.B. retained Gary Cusano, Esq. of CUSANO SMITH PLLC, 483 Cherry Street, Bedford Hills, NY 10507.

On or about June 20, 2022, M.B. agreed in principle to settle his personal injury claim pre-suit for the driver’s full policy amount: twenty-five thousand and 00/100 dollars (\$25,000.00). In connection with the proposed settlement, M.B.’s counsel notified this Office that his costs, disbursements, and legal fee total eight thousand three hundred thirty-three and 33/100 dollars (\$8,333.33).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers’ Compensation Law (“WCL”) to or on M.B.’s behalf in the amount of seventy-four thousand six hundred twenty-six and 11/100 dollars



(\$74,626.11), paid indemnity (lost wage) benefits in the amount of sixty-one thousand nine hundred fifty-eight and 89/100 dollars (\$61,958.89)—bringing the County’s total expenditures in this matter to one hundred thirty-six thousand five hundred eighty-five and 00/100 dollars (\$136,585.00). However, because M.B. was injured in an automobile accident, the County’s lien must be reduced by fifty thousand and 00/100 dollars (\$50,000.00) in lieu of first party no-fault benefits. Accordingly, the County’s net lien for compensation and medical benefits to or on behalf of M.B. in this matter is eighty-six thousand five hundred eighty-five and 00/100 dollars (\$86,585.00).

Because M.B. has settled his third-party claim for less than the County’s lien, this is a “deficiency matter” (*see, e.g., Lodestro v Upstate Milk Coops., Inc.*, 37 AD3d 1075, 1076 [4th Dept 2007]; *Burkhardt v Amtrust N. Am., Inc.*, 2016 NY Slip Op 31764[U], at \*5 [Sup Ct, Queens County 2016]). In a deficiency matter, “the carrier assumes the entire cost of obtaining the recover and is entitled to recover the net remaining amount after taking such deduction” (*Burkhardt*, 2016 NY Slip Op 31764[U], at \*5). The amount to which the carrier is entitled can and sometimes will subsume the remaining proceeds (*see, e.g., Lodestro*, 37 AD3d at 1076; *Burkhardt*, 2016 NY Slip Op 31764[U], at \*5).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to assume the entire cost of litigation in this matter and recover the remainder of the proceeds. If such authority is granted, the County will accept in satisfaction of its present lien a total of sixteen thousand six hundred sixty-six and 67/100 dollars (\$16,666.67).

*[Remainder of Page Intentionally Left Blank]*

Your Committee has carefully considered the matter and recommends authorizing the County Attorney, pursuant to Section 158.11 of the Westchester County Charter, to compromise the County's right to be reimbursed for health care and wage benefits paid to or on behalf of M.B. from the settlement of his legal action against a third-party tortfeasor. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York  
May \_\_\_\_, 2023

ACT NO. 2023

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "M.B.", from a settlement of his legal action against a third party. The County's reimbursement is \$16,666.67, representing all of the settlement proceeds less the cost of litigation.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp lien (M.B.)

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 0

Total Current Year Revenue \$ 16,666.67

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0021-4280

Potential Related Operating Budget Expenses:

Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Revenues:

Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Next Four years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

Reviewed By: *[Signature]*

Budget Department

*5/16/23*

If you need more space, please attach additional sheets.

George Latimer  
County Executive

Department of Law

John M. Nonna  
County Attorney

May 23, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
148 Martine Avenue  
White Plains, NY 10601

Re: Legislation authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the "County") to pay Workers' Compensation benefits to a former, part-time County employee, identified herein as "A.P." Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers' Compensation benefits. Once the Workers' Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

In the past, the Department of Finance, in its role as administrator of the County's Workers' Compensation Program, has negotiated, with the cooperation of the County Attorney's Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers' Compensation Board.

This settlement is based upon the following criteria:

1. The anticipated future litigation expenses;
2. The anticipated future loss-of-use award; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building  
148 Martine Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132\*

\*Please be advised that service by facsimile  
is not accepted.



This matter involves two separate injuries to a former, part-time employee of the Westchester County Department of Parks, Recreation and Conservation (the “Department”).

A.P.’s first injury occurred on August 24, 2016, at George’s Island in Montrose, N.Y. On that date, A.P.—then a 28-year-old hourly Recreation Attendant who had been working for the Department seasonally for approximately 10 years—was trimming weeds with a motorized weedwacker. The weedwacker’s head became entangled in an old fishnet. In this process of disentangling it, the weedwacker started back up. The cord wrapped around A.P.’s gloved hand and injured her left elbow and wrist.

As a result of the injury, A.P.’s missed two weeks of work. A.P. also filed a workers’ compensation claim regarding the injury. To date, the County has paid on that claim indemnity (lost wage) expenses totaling seven thousand two hundred fifty-three and 17/100 dollars (\$7,253.17), medical expenses totaling one thousand twenty-nine and 89/100 dollars (\$1,029.89), and other expenses totaling six thousand one hundred sixty-one and 00/100 dollars (\$6,161.00). The County’s total expenses on this claim to date are fourteen thousand four hundred forty-four and 06/100 dollars (\$14,444.06).

For the reader’s conveniences, a table setting forth the values is included below:

|            | Indemnity  | Medical    | Other      | Total              |
|------------|------------|------------|------------|--------------------|
| WC #190265 | \$7,253.17 | \$1,029.89 | \$6,161.00 | <b>\$14,444.06</b> |

A.P.’s second injury occurred on October 21, 2019, at the Kensico Dam Plaza in Valhalla, NY. On that date, A.P.—then a 31-and-a-half-year-old hourly Maintenance Laborer who had been working for the Department seasonally for approximately 13 years—was on a ladder hanging lights in a tree in preparation for the Winter Wonderland. The ladder came out from under her and A.P. fell to the ground, injuring her right shoulder and right arm. After the injury, A.P. never returned to work and she is no longer employed by the County.

A.P. filed a workers’ compensation claim regarding the second injury. As a seasonal employee, the County paid her directly for the time she missed between October 22, 2019, through January 23, 2023—*i.e.*, the point at which the Workers’ Compensation Board (the “WCB”) determined that A.P. had reached her Maximum Medical Improvement (“MMI”). To date, the County has paid on the second claim indemnity (lost wage) expenses totaling forty-four thousand five hundred forty-five and 86/100 dollars (\$44,545.86), medical expenses totaling thirty-four thousand six hundred thirty-five and 57/100 dollars (\$34,635.57), and other expenses totaling twelve thousand five hundred seventy-nine and 00/100 dollars (\$12,579.00). The County’s total expenses on this claim to date are ninety-one thousand seven hundred sixty and 43/100 dollars (\$91,760.43).

For the reader’s conveniences, a table setting forth the values is included below:

|            | Indemnity   | Medical     | Other       | Total              |
|------------|-------------|-------------|-------------|--------------------|
| WC #160204 | \$44,545.86 | \$34,635.57 | \$12,579.00 | <b>\$91,760.43</b> |

At present, in the second matter, the parties are disputing the degree to which A.P. lost the use of her right arm. A.P.’s expert has already opined that she lost 80%, a figure that would result in an award of ninety-two thousand thirty-five and 01/100 dollars (\$92,035.01). The County’s

expert has determined that the loss of use is 35%, a figure that would result in an award of forty thousand two hundred sixty-five and 32/100 dollars (\$40,265.32). The County's third-party administrator for its Workers' Compensation program, Triad Group, LLC, anticipates that the WCB judge will "split the baby," resulting in a 57.5% loss of use and an award of sixty-six thousand one hundred fifty and 16/100 dollars (\$66,150.16). Also of note: because the parties cannot agree on a percentage loss of use, each party's expert will need to be deposed. The anticipated cost to the County to conduct and defend these depositions is ten thousand and 00/100 dollars (\$10,000.00).

The County is now presented with a proposed settlement of both claims for eleven thousand five hundred and 00/100 dollars (\$11,500.00). This will resolve both claims and relieve the County from any objection to reimburse future treatment on either injury. Additionally, because of both the claimant's age and the amount of the proposed settlement, there is no need to set up a Medicare Set Aside Account ("MSA").

If the County accepts the proposed settlement, the potential savings to the County will total sixty-four thousand six hundred fifty and 16/100 dollars (\$64,650.16).

For the reader's convenience, a chart of the relevant figures appears below:

| <b>Indemnity Exposure Calculation</b>                |                     |
|--|---------------------|
| Anticipated Loss of Use Award                        | \$ 66,150.16        |
| Anticipated Litigation Expenses (Expert Depositions) | \$ 10,000.00        |
| <b>Exposure Reserve</b>                              | <b>\$ 76,150.16</b> |

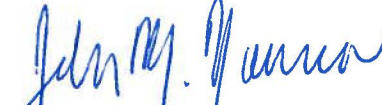
| <b>Projected Savings</b> |                     |
|--------------------------|---------------------|
| Exposure Reserve         | \$ 76,150.16        |
| Proposed Settlement      | \$ 11,500.00        |
| <b>Projected Savings</b> | <b>\$ 64,650.16</b> |

*[Remainder of Page Intentionally Left Blank]*

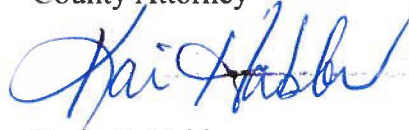
Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing eleven thousand five hundred and 00/100 dollars (\$11,500.00) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,



John M. Nonna  
County Attorney



Karin E. Hablow  
Commissioner of Finance

JMN/KEH/stc



BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the “County”) to pay Workers’ Compensation benefits to a former County employee, identified herein as “A.P.” Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers’ Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers’ Compensation benefits. Once the Workers’ Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers’ Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

The Department of Finance, in its role as administrator of the County’s Workers’ Compensation Program, has negotiated, with the cooperation of the County Attorney’s Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers’ Compensation Board.

|  |                                    |
|--|------------------------------------|
| Employee:                                  | A.P.                               |
| Department:                                | Parks                              |
| Dates of Injury:                           | August 24, 2016 & October 21, 2019 |
| Injuries:                                  | left elbow, wrist & right arm      |
| Lump-Sum Settlement (Medical & Indemnity): | \$ 11,500.00                       |

Your Committee has carefully considered the matter and recommends authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County to pay Workers' Compensation benefits to the above-named former County employee, thereby reducing the liability for ongoing benefits pay paying a lump sum to and/or for the benefit of A.P. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York  
June \_\_\_\_, 2023

ACT NO. 2023

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to A.P., a former employee, by contributing \$ 11,500.00 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.

2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.

3. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (A.P.)

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 11500

Total Current Year Revenue \$ \_\_\_\_\_

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0019-4280

\_\_\_\_\_  
Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Revenues:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Next Four years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Sean T. Carey

Title:      Sr. Assistant County Attorney

Department: Law

Reviewed By: 

Budget Department

If you need more space, please attach additional sheets.



George Latimer  
County Executive

**OFFICE OF THE COUNTY ATTORNEY**

John M. Nonna  
County Attorney

May 16, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members:

Attached hereto for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York for the provision of legal collection services in an "of counsel" capacity to the County Attorney (the "Agreement") in connection with the recovery of delinquent student accounts at Westchester Community College (the "College"), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the proposed amendment reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

As your Honorable Board may know, the College has been using outside law firms specializing in collection services since 1991. At that time, the College experienced a significant increase in the number of delinquent student accounts which coincided with a simultaneous increase in the College's enrollment as well as an increase in the number of students with financial aid. The increased volume of delinquent student accounts, coupled with a corresponding backlog of accounts and the urgency of the timeliness of the collection effort for the hundred fifty plus delinquent students each semester, motivated the County Attorney's Office in conjunction with the College to pursue collection efforts through an outside service. It is in the best interests of the College and continues to be fiscally prudent to use an outside firm with sufficient expertise and staffing to expeditiously work through the delinquent accounts. The College continues to require outside counsel services to pursue collections on approximately 300 to 400 delinquent student accounts per year.

The Agreement was for a five-year term with three additional one-year options on the part of the County, as exercised by First, Second and Third Amendment Agreements, for the term June 1, 2013 through May 31, 2021. The extension of the Agreement is being requested in order to

provide time for the College to receive responses to a Request for Proposals (“RFP”) seeking qualified law firms to provide “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at the College. Due to the pandemic and change-over of staff the College was unable to prepare an RFP prior to the termination of the Agreement on May 31, 2021, but an RFP has recently been issued and responses are due back in early June.

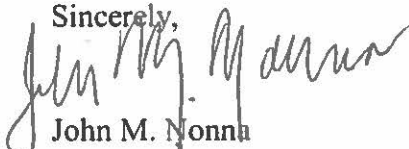
Accordingly, the attached legislation, if approved by your Honorable Board, would authorize the County to amend the Agreement in order to retain Tromberg, Morris & Poulin, PLLC (the “Firm”) to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts for College, for the term commencing June 1, 2021 and terminating on August 31, 2023.

For the proposed extended term, the fee schedule will remain as the Agreement provided: the Firm shall retain 21% of all categories of primary collections actually recovered and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits. All other terms and conditions of the Agreement shall remain in full force and effect.

The Planning Department has advised that this is not an action subject to review under the State Environmental Quality Review Act, 6 NYCRR 617. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

For the foregoing reasons and at the request of Dr. Miles, I most respectfully request your Honorable Board’s approval of the enclosed Act.

Sincerely,



John M. Nonna  
County Attorney

JMN/DI

HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York for the term June 1, 2013 through May 31, 2021, for the provision of legal collection services in an “of counsel” capacity to the County Attorney (the “Agreement”) in connection with the recovery of delinquent student accounts at Westchester Community College (the “College”), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the proposed amendment reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

As your Honorable Board may be aware, the College has been using outside law firms specializing in collection services since 1991. At that time, the College experienced a significant increase in the number of delinquent student accounts which coincided with a simultaneous increase in the College's enrollment as well as an increase in the number of students with financial aid. The increased volume of delinquent student accounts, coupled with a corresponding backlog of accounts and the urgency of the timeliness of the collection effort for the hundred fifty plus delinquent students each semester, motivated the County Attorney's Office in conjunction with the College to pursue collection efforts through an outside service. It is in the best interests of the College and continues to be fiscally prudent to use an outside firm with sufficient expertise and staffing to expeditiously work through the delinquent accounts. The College continues to require outside counsel services to pursue collections on approximately 300 to 400 delinquent student accounts per year.

Your Committee is advised that the Agreement was for a five-year term with three additional one-year options on the part of the County, as exercised by First, Second and Third Amendment Agreements, for the term June 1, 2013 through May 31, 2021. The extension of the Agreement is being requested in order to provide time for the College to receive responses to a Request for Proposals (“RFP”) seeking qualified law firms to provide “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at College. Due to the pandemic and change-over of staff the College was unable to prepare an RFP prior to the termination of the Agreement on May 31, 2021, but an RFP has recently been issued and responses are due back in early June.

Accordingly, the attached legislation, if approved by your Honorable Board, would authorize the County to amend the Agreement in order to retain Tromberg, Morris & Poulin, PLLC (the “Firm”) to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts for College, for the term commencing June 1, 2021 and terminating on August 31, 2023.

Your Committee is advised that for the proposed extended term, the fee schedule will remain as the Agreement provided: the Firm shall retain 21% of all categories of primary collections actually recovered and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits. All other terms and conditions of the Agreement shall remain in full force and effect.

The Planning Department has advised that this is not an action subject to review under the State Environmental Quality Review Act, 6 NYCRR 617. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.



For the foregoing reasons, your Committee respectfully recommends that your Honorable Board adopt the attached Act to authorize the retention of the law firm of Tromberg, Morris & Poulin, PLLC, New York, New York, to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts at College.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

COMMITTEE ON

C:di 1/18/22

AN ACT authorizing the County of Westchester to amend an agreement with the law firm of Stephen Einstein & Associates, P.C. to provide legal collection services to the County of Westchester in an “of Counsel” capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021, in order to extend the term from June 1, 2021 through May 31, 2023 and to change the name of the firm to Tromberg, Morris & Poulin, PLLC, effective as of June 1, 2021.

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

Section 1. The County of Westchester is hereby authorized to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York, to provide legal collection services to the County of Westchester in an “of counsel” capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021 (the “Agreement”), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the Agreement be further amended to reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC (the “Firm”) effective as of June 1, 2021.

§2. That in consideration for services rendered, the Firm shall receive 21% of all categories of primary collections actually recovered, and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits.

§3 That all other terms and conditions of the Agreement shall remain in full force and effect.

§4. The County Executive, or his authorized designee, is hereby authorized to execute all instruments and to take all actions reasonably necessary to Amend the Agreement in order to extend the term through August 31, 2023 and to reflect to name change to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

§5. This Act shall take effect immediately.

RECEIVED  
JUN 11 2021  
COUNTY CLERK

George Latimer  
County Executive

Office of the County Attorney

John M. Nonna  
County Attorney

May 30, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is legislation which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to further amend an outside counsel agreement (the "Agreement") with the Wicks Group, PLLC (the "Firm") for the provision of legal services relating to the Westchester County Airport (the "Airport"), by extending the term of the Agreement from July 1, 2023 until the litigation involving several charter operators has been concluded, and by increasing the not-to-exceed cap by an additional \$50,000.00.

On February 7, 2022 by Act No. 2022-4, your Honorable Board authorized the County to retain the Firm for the provision of outside counsel services related to the Airport, as needed, concerning matters in which the Firm has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law, for a one (1) year term commencing on January 1, 2022 and continuing through December 31, 2022. In consideration for services rendered, Act No. 2022-4 authorized the County to pay the Firm at the blended hourly rate of \$380.00 for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

Thereafter, on March 6, 2023 by Act No. 2023-52, your Honorable Board authorized the County to retroactively amend the Agreement with the Firm to extend the term thereof for an additional six (6) months, from January 1, 2023 through June 30, 2023, and to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars, to an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars.

The Firm is currently assisting my office in connection with the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases (the "Cases"). As your Honorable Board may know, these lawsuits stem from a dispute between the County and several federally authorized air carriers that fly customers for compensation or hire under the Federal Aviation Administration's operating rules. The main issue concerns whether these carriers may continue to enplane and deplane their passengers at Fixed Base Operator spaces ("FBOs") at the Airport, or whether they must use the main passenger terminal and ramp facilities, as required by the County's Terminal Use Procedures. The carriers do not believe that the County's Terminal Use Procedures apply to them.

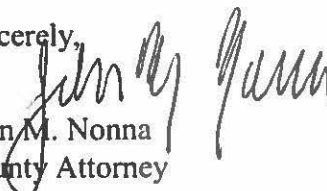
Given the serious consequences of allowing these carriers to flout the County's Terminal Use Procedures, it is essential that my office vigorously defend these lawsuits. In order to do so, my office must continue to avail itself of the special expertise provided by the Firm until these matters have been resolved. Accordingly, the authority of your Honorable Board is respectfully requested to further amend the Agreement with the Firm in order to extend the Firm's contract from July 1, 2023 until a final disposition and/or order of the Cases or until the County determines, in its sole discretion, to terminate the Agreement.

I have been further advised that only \$57,572.50 of the \$150,000.00 currently authorized under the Agreement, remains. In order to be able to compensate the Firm going forward, it will be necessary to further amend the Agreement in order to increase the not-to-exceed amount by an additional \$50,000.00, from and amount not-to-exceed \$150,000.00, to a new total amount not-to-exceed \$200,000.00. Your Committee is advised that for the aforesaid services rendered to the County by the Firm, the Firm will continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

The Planning Department has advised that the proposed outside counsel agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

Accordingly, I respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,

  
John M. Nonna  
County Attorney

JMN/jpg

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester (the “County”) to further amend an outside counsel agreement (the “Agreement”) with the Wicks Group, PLLC (the “Firm”) for the provision of various legal services in connection with the Westchester County Airport (the “Airport”), by extending the term of the Agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, and by increasing the not-to-exceed cap by an additional \$50,000.00.

On February 7, 2022 by Act No. 2022-4, your Honorable Board authorized the County to retain the Firm to provide outside counsel services related to the Airport, as needed, concerning matters in which the Firm has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law, for a one (1) year term commencing on January 1, 2022 and continuing through December 31, 2022. In consideration for services rendered, Act No. 2022-4 authorized the County to pay the Firm at the blended hourly rate of \$380.00 for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

Thereafter, on March 6, 2023 by Act No. 2023-52, your Honorable Board authorized the County to retroactively amend the Agreement with the Firm to extend the term thereof for an additional six (6) months, from January 1, 2023 through June 30, 2023, and to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars, to an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars.

The County Attorney has advised your Committee that the Firm is currently assisting his office in connection with the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases (the “Cases”). Your Committee is advised these lawsuits stem from a dispute between the County and several federally authorized air carriers that fly customers for compensation or hire under the Federal Aviation Administration’s operating rules. The main issue concerns whether these carriers’ may

continue to enplane and deplane their passengers at Fixed Base Operator spaces (“FBOs”) at the Airport, or whether they must use the main passenger terminal and ramp facilities, as required by the County’s Terminal Use Procedures. The carriers do not believe that the County’s Terminal Use Procedures apply to them.

The County Attorney has advised your Committee that given the serious consequences of allowing these carriers to flout the County’s Terminal Use Procedures, it is essential that the County Attorney’s Office vigorously defend these lawsuits. In order to do so, the County Attorney’s office must continue to avail itself of the special expertise provided by the Firm until these matters have been resolved. Accordingly, the authority of your Honorable Board is requested to further amend the Agreement with the Firm to extend the Firm’s contract from July 1, 2023 until a final disposition and/or order of the Cases or until the County determines, in its sole discretion, to terminate the Agreement.

Your Committee is further advised that only \$57,572.50 of the \$150,000.00 currently authorized under the Agreement, remains. In order to be able to compensate the Firm going forward, it will be necessary to further amend the Agreement in order to increase the not-to-exceed amount by an additional \$50,000.00, from and amount not-to-exceed \$150,000.00, to a new total amount not-to-exceed \$200,000.00. Your Committee is advised that for the aforesaid services rendered to the County by the Firm, the Firm will continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

Your Committee is informed that this contract will be funded through the Airport Special Revenue Fund. As such, no tax levy funds will be involved.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Attorney's recommendation and requests approval of the attached Act.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

c.jpg

COMMITTEE ON



# FISCAL IMPACT STATEMENT

SUBJECT: Wicks Group, PLLC  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 50,000

Total Current Year Revenue \_\_\_\_\_

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations  
 Additional Appropriations  Other (explain)

Identify Accounts: 161- 44- 4110- 4420

Potential Related Operating Budget Expenses: Annual Amount \$50,000

Describe: An ACT authorizing the County to amend an outside counsel agreement for the provision of various legal services related to the Airport, extending the term through July 1, 2023 until the litigation is resolved or the County terminates, & increasing the NTE amount by \$50,000.

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: n/a

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

Current Year: n/a

Next Four Years: n/a

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: June 1, 2023

*DO*  
Reviewed By: [Signature]  
Budget Director  
6/1/23

ACT NO. 2023 - \_\_\_\_\_

AN ACT authorizing the County to further amend an outside counsel agreement with the Wicks Group, PLLC for the provision of various legal services related to the Westchester County Airport, by extending the term of the agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, or until the County determines, in its sole discretion, to terminate the Agreement, and by increasing the not-to-exceed cap by an additional \$50,000.00.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to further amend an outside counsel agreement (the “Agreement”) with the Wicks Group, PLLC (the “Firm”) pursuant to which the Firm agreed to provide various legal services relating to the Westchester County Airport (the “Airport”) for a term commencing on January 1, 2022 and continuing through June 30, 2023, for a total amount not-to-exceed amount of One Hundred Fifty Thousand (\$150,000) dollars, by extending the term of the Agreement from July 1, 2023 until a final disposition and/or order in the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases, or until the County determines, in its sole discretion, to terminate the Agreement.

§2. The County is hereby further authorized to amend the Agreement with the Firm in order to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars, to a new total amount not-to-exceed of Two Hundred Thousand (\$200,000.00) Dollars.

§3. For the aforesaid services rendered to the County during the extended term, the Firm shall continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

§4. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**§5.** The County Executive or his authorized designee, be and hereby is authorized to execute all instruments and to take all actions reasonably necessary to carry out the purposes of this Act.

**§6.** This Act shall take effect immediately.