

# Board of Legislators Meeting Agenda



800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
WestchesterLegislatorsNY.gov

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**Monday, June 29, 2026**

**7:00 PM**

**Legislative Chamber**

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## Regular Meeting

### CALENDAR 14

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed 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 the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

### CALL TO ORDER

### MINUTES APPROVAL

June 15, 2026, 7pm, Regular Meeting

### PUBLIC COMMENT

Speakers \_\_\_\_\_

### PUBLIC HEARING

### UNFINISHED BUSINESS

1. [2026-26](#) **LL - Repealing VOP Authorization**

A LOCAL LAW repealing the authorization for the County Attorney to present criminal proceedings related to Violations of Probation in the Criminal Courts in conjunction with the Department of Probation.

***SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY & VETERANS***

**\*Please note: This item was held over from the June 15, 2026 Regular meeting and appears here as an item of Unfinished Business for ACTION.**

**Local Law Intro No. 26 - 2026**

**VOTE \_\_\_\_\_**

## I. COMMUNICATIONS

### A. COUNTY EXECUTIVE

1. [2026-299](#) **ACT-Amending Act No. 8-2002-Credit Card Fees**

AN ACT amending Act No. 8 of 2002, which authorized the County of Westchester to enter into agreements with one or more financing agencies or card issuers to provide for payments owed to the County by credit cards, by adding a requirement that any person offering payment by credit card shall be required to pay the County any service fee or surcharge that may be incurred.

**COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**

2. [2026-300](#) **IMA-Services to Seniors Funded with County Tax Dollars-Yonkers, New Rochelle**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH**

3. [2026-301](#) **BOND ACT-RTB11-Tibbetts Brook Park Pool Rehabilitation**

A BOND ACT authorizing the issuance of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS in bonds of Westchester County to finance Capital Project RTB11 - Tibbetts Brook Park Pool Rehabilitation.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT**

### B. COUNTY ATTORNEY

### C. LEGISLATORS

### D. OTHERS

## II. NOTICES & PETITIONS

## III. STANDING COMMITTEES

## IV. SPECIAL ORDERS

## MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. [2026-302](#) **Memorial Resolution 11-2026**

HON. MARGARET A. CUNZIO: Roberta Louise Hurley, Rita Rose Cestone

## **ADJOURNMENT**

Next meeting: July 20, 2026, at 7pm.

LOCAL LAW NO. – 2026

A LOCAL LAW repealing the authorization for the County Attorney to present criminal proceedings related to Violations of Probation in the Criminal Courts in conjunction with the Department of Probation.

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

Section 1. Subdivision 1 of Section 158.11 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 158.11. Powers and duties.

1. The County Attorney of the County of Westchester when appointed as provided in section 158.01 of this act shall have charge of and conduct all of the civil law business of the County of Westchester and its departments. ~~They~~He shall have charge of and conduct all legal proceedings instituted for and on behalf of or against the county and shall prepare and approve as to form, all leases, deeds and contracts of the county which are to be executed by the county executive or on behalf of the county board, also all contract bonds and/or undertakings executed to the county, and certify that the same are in proper form and properly executed. ~~In addition, the County Attorney shall also have the authority to present criminal proceedings relating to Violations of Probation to the Courts in conjunction with the Westchester County Probation Department.~~

Section 2. This local law shall take effect immediately, except that it shall not apply to violations of probation for which the County Attorney's Office has an active appearance as of the date of this enactment.

**COUNTY BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER**

Your Committee recommends adoption of “AN ACT amending Act No. 8 of 2002, which authorized the County of Westchester to enter into agreements with one or more financing agencies or card issuers to provide for payments owed to the County by credit cards, by adding a requirement that any person offering payment by credit card shall be required to pay the County any service fee or surcharge that may be incurred.”

Your Committee notes that Act No. 8 of 2002, adopted by the Board of Legislators on February 4, 2002, authorized the County of Westchester to accept credit card payments as a means of payment of fines, rent, rates, taxes, fees, charges, revenue, financial obligations or other amounts including penalties, special assessments and interest, owed to the County. Act No. 8 of 2002 also specially authorized the County Clerk, the Commissioner of Finance and their designees to accept credit card payments. The attached Act, if adopted, would continue the authorization for the Commissioner of Finance, the County Clerk, with the addition of the County Executive and their designees to accept credit card payments, for the previously enumerated purposes. The availability of credit card payments has proven to be a great convenience to the users of County services.

Your Committee is informed that as a condition for accepting payment by credit card, this proposed Act will require any person offering payment by credit or charge card to pay a service fee or surcharge to the County pursuant to certain requirements as contained in a 2024 amendment to New York State law General Business Law § 518. That law, enacted to promote transparency, fairness and prevent consumers from being misled when making purchases using credits cards, now provides specific guidance for New York State businesses or municipalities when charging an additional fee to

persons paying with a credit card. Pursuant to the requirements of New York State General Business Law § 518, this proposed Act will mandate that the service fee or surcharge for use of a credit card not exceed the costs incurred by the County in connection with the credit or charge card payment transaction, including any service fee or surcharge owed by the County to the financing agency or card issuer arising from that transaction. Moreover, this proposed Act will also require that the total price for using a credit card in such transaction, inclusive of service fee or surcharge, be clearly and conspicuously posted. and that any service fee or surcharge shall not exceed the amount charged to the County by the credit card company for such credit card use. The Act provides that the final sales price of any such sales transaction, inclusive of such service fee or surcharge, shall not amount to a price greater than the posted price for such sales transaction.

Your Committee is advised that according to the Budget Department, the County currently spends approximately \$140,000 per year on credit card processing fees. The counties of Rockland, **Cayuga, Chemung, Erie, Greene, Monroe, Putnam and Suffolk**, as well as New York City, the New York State Departments of Taxation and Finance and Motor Vehicles, and the Internal Revenue Service all charge service fees or surcharges for certain payments by credit card. This proposed Act will allow the County to recoup the considerable amount of service fees the County currently pays to the credit card agencies.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). The proposed act does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of the attached Act.

Dated:

**White Plains, New York**

COMMITTEE ON

**ACT NO. -2026**

AN ACT amending Act No. 8 of 2002, which authorized the County of Westchester to enter into agreements with one or more financing agencies or card issuers to provide for payments owed to the County by credit cards, by adding a requirement that any person offering payment by credit card shall be required to pay the County any service fee or surcharge that may be incurred.

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

Section 1. Act No. 8 of 2002 is amended to read as follows:

§ 1. Pursuant to Section 5 of the New York State General Municipal Law, the Board of Legislators determines that, it being in the public interest, the County of Westchester is hereby authorized to enter into agreements with one or more financing agencies or card issuers to provide for acceptance, by the County Executive, County Clerk, the Commissioner of Finance and their designees, of credit cards as a means of payment of fines, civil penalties, rent, rates, taxes, fees, charges, revenue, financial obligations or other amounts including penalties, special assessments and interest, owed to the County of Westchester.

§ 2. For purposes of this Act, credit card means any credit card, credit plate, charge card, charge plate, courtesy card, debit card, other identification card, value transfer device as defined by the state comptroller or device issued by a person to another person which may be used to obtain a cash advance or a loan or credit, or to purchase or lease property or services on the credit of the person issuing the credit card or a person who has agreed with the issuer to pay obligations arising from the use of a credit card issued to another person.

§ 3. The Agreements referred to in Section 1 of this Act shall govern the terms and conditions upon which a credit card proffered as a means of payment of fines, civil penalties, rent, rates, taxes, fees, charges, revenue, financial obligations or other amounts including penalties, special assessments and interest, shall be accepted or declined and the manner in and conditions upon the which the financing agency or card issuer shall pay to the County of Westchester the amount of the fines, civil penalties, rent, rates, taxes, fees, charges, revenue, financial obligations or other amounts including penalties, special assessments and interest, paid by means of a credit card pursuant to such Agreement.

~~§ 34. The Agreements referred to in Section 1 of this Act may provide for the payment of fees by the County of Westchester to the financing agency or card issuer. The Agreements referred to in Section 1 of this Act may further provide that the fees owed by the County of Westchester to the financing agency or card issuer may be paid by deducting the fee from the amount payable to the County of Westchester on account of any credit card payment received by the County Clerk, the Commissioner of Finance or their designees for any of the purposes set forth in Section 1 of this Act. If fees are paid by such means, they shall be post-audited by the Commissioner of Finance.~~ The Agreements referred to in this Act may provide that as a condition for accepting payment by credit card, such person offering payment by credit or charge card pay the County of Westchester any service fee or surcharge imposed by the financing agencies or card issuers not to exceed the costs incurred by the County of Westchester in connection with the credit or charge card payment transaction, including any fee owed by the County of Westchester to the financing agency or card issuer arising from that transaction.

~~§ 45 The underlying debt, lien, obligation, bill, account or other amount owed to the County of Westchester for which payment by credit card is accepted by the County of Westchester shall not be expunged, cancelled, released, discharged or satisfied, and any receipt or other evidence of payment shall be deemed conditional, until the County of Westchester has received final and unconditional payment of the full amount due from the financing agency or card issuer for such credit card transaction. The total price for using a credit card in such transaction, inclusive of service fee or surcharge, shall be clearly and conspicuously posted, provided however, any such service fee or surcharge may not exceed the amount charged to the County by the credit card company for such credit card use. The final sales price of any such sales transaction, inclusive of such service fee or surcharge, shall not amount to a price greater than the posted price for such sales transaction.~~

~~§ 6. The underlying debt, lien, obligation, bill, account or other amount owed to the County of Westchester for which payment by credit card is accepted by the County of Westchester shall not be expunged, cancelled, released, discharged or satisfied, and any receipt or other evidence of payment shall be deemed conditional, until the County of Westchester has received final and unconditional payment of the full amount due from the financing agency or card issuer for such credit card transaction.~~

Section 2. This Act shall take effect on \_\_\_\_\_, 2026.

# FISCAL IMPACT STATEMENT

**SUBJECT:** \_\_\_\_\_

**NO FISCAL IMPACT PROJECTED**

## OPERATING BUDGET IMPACT

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

**Total Current Year Expense** \_\_\_\_\_

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

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

**Identify Accounts:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**Next Four Years:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Budget Director**

**Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Kenneth W. Jenkins  
Westchester County Executive

Date: June 1, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

RE: IMAs with Yonkers and New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars.

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Transmitted herewith for your review and approval is an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the IMAs will commence retroactively on January 1, 2026 and continue through December 31, 2026. In no event will the total aggregate amount payable for both IMAs exceed \$40,000.00, payable pursuant to approved budgets.

The programs and services to be provided under the IMAs include the Livable Communities Regional Host services program, which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums, and events at which residents are informed about the Department’s myriad programs and services designed to enhance their quality of life.

Your Honorable Board has previously approved similar legislation pursuant to Act No. 207 - 2025. However, the existing authorization expired on December 31, 2025, and a new authorization will be needed to enter into new agreements.

It should be noted that the IMAs are exempt from the Westchester County Procurement Policy and Procedures (the “Policy”) pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with “. . . any State and any political subdivision, agency or instrumentality thereof.” The IMAs are also exempt pursuant to Section 3(a)(xix) of the Policy, which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

The proposed IMAs are intended to benefit the County by assisting in the provision of tax-funded services to its residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KWJ/MC/BL/mcz  
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the IMAs will commence retroactively on January 1, 2026 and continue through December 31, 2026. In no event will the total aggregate not-to-exceed amount payable for both IMAs exceed \$40,000.00, payable pursuant to approved budgets.

Your Committee is advised that the programs and services to be provided under the IMAs include the Livable Communities Regional Hosts services program, which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums, and events at which residents are informed about the Department’s myriad programs and services designed to enhance their quality of life.

Your Committee notes that this Honorable Board passed similar authorizing legislation pursuant to Act No. 207 - 2025. However, the existing authorization expired on December 31, 2025, and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement Policy and Procedures (the “Policy”) pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with “. . . any State and any political subdivision, agency or instrumentality thereof.” The IMAs are also exempt pursuant to Section 3(a)(xix) of the Policy, which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

The Planning Department has advised that based on its review, the proposed IMAs do not meet the definition of an “action” under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has been advised that adoption of the proposed Act is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: \_\_\_\_\_, 2026  
White Plains, New York

**COMMITTEE ON**

C/mcz/06.01.2026

ACT NO. 2026 - \_\_\_\_\_

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars.

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

Section 1. The County of Westchester be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars, for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in a total aggregate amount not to exceed \$40,000.00 for both IMAs, payable pursuant to approved budgets.

§2. The programs and services to be provided under the IMAs will include the Livable Communities Regional Host services program, which provides outreach to residents to participate in and access programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums, and events at which residents are educated and informed about the Department’s myriad programs and services that are designed to enhance their quality of life.

§3. The contract amounts allocated for each IMA shall be determined at the discretion of the Commissioner of the Department of Senior Services and Programs.

§4. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§5. This Act shall take effect immediately.

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**THIS INTER-MUNICIPAL AGREEMENT** (“Agreement”) made \_\_\_\_\_, 2026 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County")

and

**[INSERT MUNICIPALITY NAME]**, a municipal corporation organized under the laws of the State of New York, having an office and principal place of at **[INSERT MUNICIPALITY ADDRESS]**

(hereinafter referred to as the "Municipality" and together with the County hereinafter referred to as the “Parties”, or individually as a “Party”)

**W I T N E S S E T H:**

**WHEREAS**, the County desires to provide Livable Communities Project services that support “aging in place” through education, advocacy, citizen engagement, and volunteerism under the Livable Community Connections (hereinafter the “Services”); and

**WHEREAS**, the Municipality desires to perform said Services upon the terms and conditions hereinafter set forth.

**WHEREAS**, the Municipality is an agency duly licensed to provide such Services and the County desires to retain the Municipality to provide such Services.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

1. The Municipality shall provide the Services, as more particularly described in Schedule “A”, which is attached hereto and made a part hereof. The Municipality shall also comply with the terms and conditions set forth in Schedules “B”, “C”, and “D”, which are attached hereto and form a part hereof. It is expressly understood and agreed by

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the Parties hereto that all schedules to this Agreement are subject to the approval of the County.

2. For the Services rendered pursuant to Paragraph 1, the Municipality shall be paid an amount not to exceed [INSERT DOLLAR AMOUNT IN WRITING – ADD “AND 00/100” AT THE END OF THE DOLLAR AMOUNT IF IT INCLUDES ZERO CENTS] (\$[XXXXXX.XX]) DOLLARS, subject to appropriations and payable pursuant to an approved budget amount indicated in Schedule “B”, after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or his/her duly authorized designee (the “Commissioner”). Payment shall be made only for expenses actually incurred and paid by the Municipality, which shall be subject to downward adjustment by the County based upon actual Services rendered by the Municipality during the term of this Agreement. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

The Parties understand and acknowledge that the Municipality may, during the term of this Agreement, wish to seek a modification to the Budget. The Parties agree that the Municipality may seek a Budget modification by submitting a request in writing, if the Budget is attached to this Agreement. The Municipality understands, acknowledges, and agrees that no Budget modification shall take effect unless and until the Commissioner has consented to that Budget modification request; that the Commissioner shall not be required to consent to any Budget modification request; and that all decisions by the Commissioner regarding Budget modification requests are final.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Services rendered or the Work to be performed hereunder.

The Municipality shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted

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hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner. In no event shall *final* payment be made to the Municipality prior to completion of all Work and the approval of same by the Commissioner.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

3. The term of this Agreement shall commence [**INSERT START DATE**] and expire on [**INSERT END DATE**], unless terminated sooner pursuant to the provisions hereof.

Payment shall be made on a monthly basis, upon submission by the Municipality of invoices and such supporting documentation as the County may require, and approval of the same by the Commissioner.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies of the County. The County shall pay amounts due under this Agreement exclusively from

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legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

4. The Municipality shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and any amendments thereto.

In addition, the Municipality shall cause to be prominently posted, on the site where Services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with Section 504 of the Rehabilitation Act of 1975 and Title VI of the 1964 Civil Rights Act and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation,

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genetic predisposition, carrier status, or handicapping condition."

5. The Municipality expressly agrees neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition, or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

6. (a) There shall be no partisan political activity in connection with this Agreement, including, (i) candidate endorsements, (ii) registration activities, which are partisan in nature, (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any Services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction, or other sectarian, religious influence undertaken in connection with the provision of such Services. The Municipality shall refrain from using funds to advance any sectarian effort.

7. The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Services under this Agreement without the prior express written consent of the County is void. All subcontracts that have

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received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall ensure that such subcontracted Services are subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's Agreement, read it, and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents, or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

If the Municipality enters into subcontracts for the performance of Services pursuant to this Agreement, the Municipality shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the County under this Agreement or the Area Agency Plan as approved by NYSOFA. It shall be the responsibility of the Municipality to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement and federal and state law.

The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of applicant, recipient, or an authorized representative of the applicant or recipient; or as required by federal or state laws.

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8. The Municipality must attempt to provide Service to low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals in the area served by such Municipality.

9. Statistical information and supporting documentation concerning the Services rendered hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies, and canceled checks for private agencies, as applicable.

The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using our electronic based system. Until further notice, the Municipality is required to mail in the PEERPLACE ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "14" hereof.

The Municipality shall furnish the County with copies of all insurance agreements relating to the Services provided by the Municipality hereunder.

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10. The Municipality shall comply with the insurance requirements set forth in Schedule "C". In addition to, and not in limitation of, the insurance provisions of this Agreement, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials 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 Municipality or third parties under the direction or control of the Municipality;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(d) the Municipality may provide proof of self-insurance in lieu of insurance policies.

11. The Municipality agrees that any program, public information materials, or other printed or published materials on the Services which is supported with County funds will give due recognition to the Department.

12. The Municipality shall be solely responsible for any over-expenditure of funds and the County shall not be responsible or liable for any such over-expenditure.

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13. The Municipality shall provide adequate qualified and trained personnel for supervision and fiscal management of the Services.

14. (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination in accordance with the Budget attached hereto as Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power, and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

15. The failure of the County to insist, in any one or more instances, upon a strict performance of any of the terms, covenants, agreements, and conditions of this

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Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

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

To the Municipality:

[INSERT MUNICIPALITY ADDRESS]

To the County:

Commissioner  
Department of Senior Programs and Services  
9 South First Avenue, 10th Floor  
Mount Vernon, New York 10550-3414

with a copy to:

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

17. The Municipality represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Municipality, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality), any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract

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price, or otherwise to recover, the full amount of such fee, commission, percentage, gift, or consideration.

18. Attached hereto and forming part hereof is the schedule listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the schedule. The Municipality agrees that the terms of the schedule has been accepted and agreed to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the schedule accurately and completely.

Schedule “D” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

19. This base agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing, signed by a duly authorized representative of each of the Parties. If there is a conflict between the terms of this base agreement and the terms of any attachment, the terms of this base agreement will prevail.

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20. The Municipality hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

21. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of New York State. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County.

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

22. This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney.

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

**THE COUNTY OF WESTCHESTER**

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

**[INSERT MUNICIPALITY NAME]**

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

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Contractor and that the person who executed this Agreement for the Contractor did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Contractor. Accordingly, said signatory and I understand, acknowledge, and agree that the Contractor, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

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

Approved by the Westchester County Board of Legislators pursuant to Act No. [ ] - 2026 adopted on [ ] day of [ ], 2026.

Approved:

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

S:\Contract\ZORN\SRS\IMA-Grant Legislation + Templates\New Roch Yonkers Outreach to Seniors\2026\IMA Template\IMA Template - New Roch. Yonkers Outreach to Seniors 2026 5.18.26 (E-Signature).docx

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**SCHEDULE "A"**

**(Insert Scope of Services Here)**

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**SCHEDULE "B"**

**(Insert Budget Here)**

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**SCHEDULE "C"**

**INSURANCE PROVISIONS**  
**(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any

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available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

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

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

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the Parties that the insurance policies so effected shall protect both Parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

### **Important information for Municipalities and Insurance Brokers:**

(The below is required for all insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

**a. Check off the additional insured (ADDL INSD) and waiver of subrogation**

**(SUBR WVD) boxes next to the following policies:**

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

**And input the following language into Description of Operations box:** "Certificate holder is included as additional insured on a primary & non-contributory basis"

**OR**

**b. Input following language into Description of Operations box:**

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess

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Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract”

\*For insurance certificates other than ACORD or with no check boxes please use **option b\***

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**SCHEDULE "D"**

**Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct Program, you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.


**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.

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	<b>Westchester County • Department of Finance • Treasury Division</b>	<b>Authorization is:</b> <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
<b>Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form</b>		
<b>INSTRUCTIONS:</b> Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, <b>ONLY</b> complete lines 1 through 6 of section 1.		

**Section I - Vendor Information**

1. Vendor Name:												
2. Taxpayer ID Number or Social Security Number:	<table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>											
3. Vendor Primary Address												
4. Contact Person Name:	Contact Person Telephone Number:											
5. Vendor E-Mail Addresses for Remittance Notification:												
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>												
_____ Authorized Signature	_____ Print Name/Title	_____ Date										

**Section II- Financial Institution Information**

7. Bank Name:												
8. Bank Address:												
9. Routing Transit Number:	<table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>											10. Account Type: <small>(check one)</small> <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:											
13. Bank Contact Person Name:												
		Telephone Number:										
14. FINANCIAL INSTITUTION CERTIFICATION (required <b>ONLY</b> if directing funds into a Savings Account <b>OR</b> if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>												
_____ Authorized Signature	_____ Print Name / Title	_____ Date										

(Leave Blank - to be completed by Westchester County) - Vendor number assigned 

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**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**

**GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

# FISCAL IMPACT STATEMENT

**SUBJECT:** \_\_\_\_\_

**NO FISCAL IMPACT PROJECTED**

## OPERATING BUDGET IMPACT

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

**Total Current Year Expense** \_\_\_\_\_

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

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

**Identify Accounts:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**Next Four Years:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Budget Director**

**Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Kenneth W. Jenkins  
Westchester County Executive

Date: June 15, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

RE: Bond act for capital project RTB11 – Tibbetts Brook Park Pool Rehabilitation

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Transmitted herewith for your review and approval is a bond act (the “Bond Act”), which, if adopted, would authorize the County of Westchester (the “County”) to issue bonds in the amount of \$800,000.00 to finance the following capital project:

RTB11 – Tibbetts Brook Park Pool Rehabilitation (“RTB11”).

The Bond Act, in the amount of \$800,000.00, would finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility (the “Pool Facility”), including associated site improvements and supporting infrastructure upgrades.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that the Pool Facility is experiencing ongoing operational, structural, and infrastructure deficiencies requiring comprehensive investigation, design, rehabilitation, and modernization. The project will include the repair, resurfacing, and/or replacement of pool decks, walls, tiling, coping, aquatic playground features, water play equipment, water slides, filtration and water treatment systems, electrical and pump control systems, chlorine storage systems, and other related infrastructure. Additional improvements may include upgrades to site lighting, perimeter fencing, security systems, Wi-Fi, utilities, landscaping, accessibility features, and other related improvements necessary to ensure the safe, efficient, and long-term operation of the Pool Facility.

Following bonding authorization, design will be scheduled and is anticipated to take 15 months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take 18 months to complete and will begin after award and execution of the construction contracts.

Based on the importance of this project to the County, favorable action on the proposed Bond Act is respectfully requested.

KWJ/KO/RL/mcz  
Attachment

Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914) 995-2900    CE@westchestercounty.gov

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$800,000.00 to finance capital project RTB11 – Tibbetts Brook Park Pool Rehabilitation (“RTB11”). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLP, will finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility (the “Pool Facility”), including associated site improvements and supporting infrastructure upgrades.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that the Pool Facility is experiencing ongoing operational, structural, and infrastructure deficiencies requiring comprehensive investigation, design, rehabilitation, and modernization. The project will include the repair, resurfacing, and/or replacement of pool decks, walls, tiling, coping, aquatic playground features, water play equipment, water slides, filtration and water treatment systems, electrical and pump control systems, chlorine storage systems, and other related infrastructure. Additional improvements may include upgrades to site lighting, perimeter fencing, security systems, Wi-Fi, utilities, landscaping, accessibility features, and other related improvements necessary to ensure the safe, efficient, and long-term operation of the Pool Facility.

Following bonding authorization, design will be scheduled and is anticipated to take 15 months to complete. It is anticipated that the design work will be completed by consultants. It is

estimated that construction will take 18 months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, RTB11 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

**COMMITTEE ON**

c/mcz/6.15.26

TO: Carla Chaves, Senior Assistant County Attorney  
Maximilian Zorn, Assistant County Attorney  
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM  
Assistant Commissioner



DATE: June 4, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT  
RTB11 TIBBETT'S BROOK PARK POOL REHABILITATION**

---

**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 05/18/2026 (Unique ID: 3223)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.
- 

**COMMENTS:** The current request is for design only.

DSK/oav

cc: Emily Saltzman, Director of Operations  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Dianne Vanadia, Associate Budget Director  
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation  
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation  
Robert Lopane, Director of Program Development – PRC Planning  
Matthew Castro, Chief Planner  
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN OF THE REHABILITATION OF THE TIBBETTS BROOK PARK SWIMMING POOL FACILITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_\_\_\_) )

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$800,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility including associated site improvements and supporting infrastructure upgrades, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including

preliminary costs and costs incidental thereto and the financing thereof is \$800,000. The plan of financing includes the issuance of \$800,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$800,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$800,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$800,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the

terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

\* \* \*

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on \_\_\_\_\_, 20\_\_\_\_ and approved by the County Executive on \_\_\_\_\_, 20\_\_\_\_ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. \_\_\_\_\_-20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN OF THE REHABILITATION OF THE TIBBETTS BROOK PARK SWIMMING POOL FACILITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on \_\_\_\_\_, 20\_\_\_\_)

object or purpose: to finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility including associated site improvements and supporting infrastructure upgrades, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$800,000; five (5) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

\_\_\_\_\_  
Clerk and Chief Administrative Officer of the County Board  
of Legislators of the County of Westchester, New York

**FISCAL IMPACT STATEMENT**

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost</b> (Principal and Interest):		
<b>Total Debt Service</b> (Annual cost x Term):		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET</b> (exclusive of debt service) To be completed by submitting department and reviewed by Budget		
Potential Related Expenses (Annual):		
Potential Related Revenues (Annual):		
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):		
_____		
_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		

# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS
		CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost (Principal and Interest):</b>		
<b>Total Debt Service (Annual cost x Term):</b>		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)</b> To be completed by submitting department and reviewed by Budget		
Potential Related Expenses (Annual):		
Potential Related Revenues (Annual):		
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):		
_____		
_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		

# FISCAL IMPACT STATEMENT

<b>SUBJECT:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>OPERATING BUDGET IMPACT</b>		
<b>SECTION A - FUND</b>		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>SECTION B - EXPENSES AND REVENUES</b>		
<b>Total Current Year Expense</b>	_____	
<b>Total Current Year Revenue</b>	_____	
<b>Source of Funds</b> (check one):	Current Appropriations	Transfer of Existing
	Additional Appropriations	Appropriations Other (explain)
<b>Identify Accounts:</b>	_____	
_____		
<b>Potential Related Operating Budget Expenses:</b>	Annual Amount	_____
<b>Describe:</b>	_____	
_____		
_____		
<b>Potential Related Operating Budget Revenues:</b>	Annual Amount	_____
<b>Describe:</b>	_____	
_____		
_____		
<b>Anticipated Savings to County and/or Impact on Department Operations:</b>		
<b>Current Year:</b>	_____	
_____		
<b>Next Four Years:</b>	_____	
_____		
_____		
_____		
<b>Prepared by:</b>	_____	<b>Approved by:</b> _____
<b>Title:</b>	_____	<b>Budget Director</b>
<b>Department:</b>	_____	<b>Date:</b> _____
<b>Date:</b>	_____	

# FISCAL IMPACT STATEMENT

**SUBJECT:** \_\_\_\_\_

**NO FISCAL IMPACT PROJECTED**

## OPERATING BUDGET IMPACT

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

**Total Current Year Expense** \_\_\_\_\_

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

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

**Identify Accounts:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**Next Four Years:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Budget Director**

**Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_