

Public Safety Meeting Agenda



Committee Chair: Terry Clements

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Tuesday, September 23, 2025

3:00 PM

Committee Room

CALL TO ORDER

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.

Legislator Cunzio will be participating remotely from 770 Commerce St. Thornwood, NY 10594

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2025-375](#)

IMA-STOP-DWI-Patrol Datamaster Project-Municipalities

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law for the implementation of the STOP-DWI Patrol/Datamaster Project.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS,
INFORMATION TECHNOLOGY & CYBER SECURITY AND PUBLIC SAFETY**

Guest:

Department of Public Safety

Program Administrator Patricia Tomassi-Office of Drug Abuse Prevention & STOP-DWI

[2025-339](#)**BOND ACT-BCR5E-Infrastructure Improvements '21-'25**

A BOND ACT authorizing the issuance of TWO MILLION, TWO HUNDRED THOUSAND (\$2,200,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR5E - Infrastructure Improvements (2021-2025).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND PUBLIC WORKS & TRANSPORTATION

Guest:

Department of Correction
Director of Administrative Services Bill Fallon
Warden Karl Vollmer

II. OTHER BUSINESS**III. RECEIVE & FILE****ADJOURNMENT**



Kenneth W. Jenkins
County Executive

September 5, 2025

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act (the "Act") which, if approved by your Honorable Board, will authorize the County of Westchester, acting by and through the Department of Public Safety ("Department"), to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law, for the implementation of the STOP-DWI Patrol/Datamaster Project ("STOP-DWI Program"). The STOP-DWI Program is a concerted DWI law enforcement effort undertaken by local municipalities and their police departments to reduce alcohol-related traffic injuries and fatalities in Westchester. The term of the IMAs will commence on January 1, 2026 and continue through December 31, 2030.

As your Honorable Board may recall, on November 9, 2020, by Act No. 184-2020, your Honorable Board authorized the County to enter into IMAs with various municipalities within the County for the operation of the STOP-DWI Program for a five (5) year term commencing January 1, 2021. The authorization provided under Act No. 184-2020 is due to expire on December 31, 2025. The proposed Act will allow the County to continue the STOP-DWI Program for another five (5) year term.

The STOP-DWI Program has successfully initiated and coordinated efforts to reduce the number of alcohol and drug-related traffic injuries and deaths by providing municipalities with enforcement funding, coordinating of prosecution efforts, and informing and educating the public as to the legal and social consequences of driving while intoxicated in Westchester County. The STOP-DWI Program is funded by the return from the State of New York to the County of DWI-DWAI fines collected in Westchester. Each municipality can receive up to \$8,400.00 per year for DWI road patrol enforcement. No tax levy monies support the STOP-DWI Program.

Your Honorable Board's review and approval of the attached Act is of the utmost importance to the continuation of coordinated County efforts to reduce alcohol-related traffic injuries and fatalities in Westchester. Accordingly, I most respectfully recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "KWJ", with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins
County Executive

KWJ/TR/PMT/jpg/nn

Office of the County Executive

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

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an act (the "Act") which, if approved, will authorize the County of Westchester (the "County"), acting by and through the Department of Public Safety ("Department"), to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law, for the implementation of the STOP-DWI Patrol/Datamaster Project ("STOP-DWI Program"). The STOP-DWI Program is a concerted DWI law enforcement effort undertaken by local municipalities and their police departments to reduce alcohol-related traffic injuries and fatalities in Westchester. The term of the IMAs will commence on January 1, 2026 and continue through December 31, 2030.

As your Honorable Board may recall, on November 9, 2020, by Act No. 184-2020, your Honorable Board authorized the County to enter into IMAs with various municipalities within the County for the operation of the STOP-DWI Program for a five (5) year term commencing January 1, 2021. The authorization provided under Act No. 184-2020 is due to expire on December 31, 2025. The proposed Act will allow the County to continue the STOP-DWI Program for another five (5) year term.

Your Committee is advised that the STOP-DWI Program has successfully initiated and coordinated efforts to reduce the number of alcohol and drug-related traffic injuries and deaths by providing municipalities with enforcement funding, coordinating of prosecution efforts, and informing and educating the public as to the legal and social consequences of driving while intoxicated in Westchester County. The STOP-DWI Program is funded by the return from the State of New York to the County of DWI-DWAI fines collected in Westchester. Each municipality can receive up to \$8,400.00 per year for DWI road patrol enforcement. No tax levy monies support the STOP-DWI Program.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Please refer to the memorandum from the Department of Planning dated January 12, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act. Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

C:jpg 08.19.2025

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Inter Municipal Agreement STOP-DWI and 39 Municipalities in Westchester

☒ 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 \$ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund: 711; Dept. 71; Trust Account: B009-F009; Object: 8500
(January 1, 2026-December 31, 2030)

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: No impact to the Operating Budget

Potential Related Revenues: Annual Amount \$ 0

Describe: No impact to the Operating Budget. Funding received from fines collected from individuals who are arrested from drinking and driving in the amount of \$8,400.00/yearly per municipality and \$42,000 for the five (5) year period of said Agreements. The total amount of the 5 year contract is \$1,638,000.00 which will be accounted for in Department 71, Fund 711.

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

Current Year: \$ 0

No impact to the Operating Budget

Next Four years: \$0

Prepared by: Patricia McCarthy Tomassi

Title: Program Administrator

Department: Public Safety
Office of Drug Abuse Prevention & STOP DWI

Reviewed By: *ASB*

Budget Director

Christina Rampato
Deputy Budget Director
8/26/25

If you need more space, please attach additional sheets.

ACT NO. - 2025

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law for the implementation of the STOP-DWI Patrol/Datamaster Project.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into intermunicipal agreements ("IMAs") with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law for the implementation of the STOP-DWI Patrol/Datamaster Project, which is a concerted DWI law enforcement effort undertaken by local municipalities and their police departments to reduce alcohol-related traffic injuries and fatalities in Westchester. The term of the IMAs shall commence on January 1, 2026 and continue through December 31, 2030. The program shall be funded by the return from the State of New York to the County of DWI-DWAI fines collected in Westchester. Each municipality can receive up to \$8,400.00 per year for DWI road patrol enforcement. No tax levy monies shall support the STOP-DWI Program.

§2. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§3. This Act shall take effect immediately.

THIS AGREEMENT made this _____ day of _____, 2025 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") Acting by and through its Department of Public Safety Services (hereinafter referred to as the "Department")

and

_____ a municipal corporation of the State of New York having an office and place of business at _____, New York, acting by and through the _____ Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A", which is attached hereto and made a part hereof (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. 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.

In addition, 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 moneys of the County. The County shall pay amounts due under this Agreement exclusively from 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.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or her designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2026 and continue through December 31, 2030.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," 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, attorney's 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; and

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

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality 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 in Section 1 above.

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. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (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 at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this

Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work 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 remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, 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.

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

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

Director, Drug Abuse Prevention & STOP-DWI
112 E. Post Road, 3rd Floor
White Plains, New York 10601

with a copy to:

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

To the Municipality:

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

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

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

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

[NO FURTHER TEXT ON THIS PAGE –SIGNATURE PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

BY: _____
Terrance Raynor
Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY: _____
Name:
Title:

Approved by the Westchester County Board of Legislators on the _____ day of _____, 2025
by Act No. _____ - 2025

Approved:

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal
Corporation by authority of its Town/Village/City Board, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2025 before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the municipal
officer described in and who executed the above certificate, who being by me duly sworn did
depose and say that he/she resides at

_____, and he/she is an officer of said
municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said
municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE A

STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. It cannot be used to replace any regular, normal or routine patrol. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required before the checkpoint is conducted.

Patrol Project Reimbursement Documentation Packet - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report ONLY if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, Office of Drug Abuse Prevention & STOP-DWI
112 E. Post Road
3rd Floor
White Plains, New York 10601**

ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.

SCHEDULE "B"

STANDARD 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 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.

- 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:

- (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.

SCHEDULE "C"
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.

 Westchester gov.com	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization Is: <i>(check one)</i> ☐ New ☐ Change
---	---	--

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and Instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name: _____
 2. Taxpayer ID Number or Social Security Number:
 3. Vendor Primary Address: _____

 4. Contact Person Name: _____ Contact Person Telephone Number: _____
 5. Vendor E-Mail Addresses for Remittance Notification: _____
 6. Vendor Certification: *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.*

Authorized Signature
Print Name/Title
Date

Section II- Financial Institution Information

7. Bank Name: _____
 8. Bank Address: _____
 9. Routing Transit Number:
 10. Account Type: (check one) ☐ Checking ☐ Savings
 11. Bank Account Number: _____ 12. Bank Account Title: _____
 13. Bank Contact Person Name: _____ Telephone Number: _____
 14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *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.*

Authorized Signature
Print Name / Title
Date

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

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.**



Kenneth W. Jenkins
Westchester County Executive

July 21, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$2,200,000.00 to finance the following capital project:

BCR5E – Infrastructure Improvements ("2021-2025") ("BCR5E").

The Bond Act, in the amount of \$2,200,000.00, would finance the costs of design, construction, and construction management of infrastructure improvements at the County's Correctional Complex including replacement of the fire pump, replacement of the officers' training center roof and HVAC system upgrades.

The Department of Public Works and Transportation ("Department") has advised that BCR5E is required in order to continue to protect the health and safety of residents and staff.

Following bonding authorization, design will be scheduled and is anticipated to take 3 months to complete. It is anticipated that the design work will be completed by in-house staff. It is estimated that construction will take 6 months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with BCR5E as indicated in the annexed capital project fact sheet.

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

Sincerely,

A handwritten signature in black ink, appearing to be "KW Jenkins", written over the word "Sincerely,".

Kenneth W. Jenkins
Westchester County Executive

**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 \$2,200,000.00 to finance capital project BCR5E – Infrastructure Improvements (“2021-2025”) (“BCR5E”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood LLP, will finance the costs of design, construction, and construction management of infrastructure improvements at the County’s Correctional Complex including replacement of the fire pump, replacement of the officers’ training center roof and HVAC system upgrades.

The Department of Public Works and Transportation (“Department”) has advised that BCR5E is required in order to continue to protect the health and safety of residents and staff.

Following bonding authorization, design will be scheduled and is anticipated to take 3 months to complete. It is anticipated that the design work will be completed by in-house staff. It is estimated that construction will take 6 months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with BCR5E as indicated in the annexed capital project fact sheet.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 7.15.25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR5E

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

OTC Roof

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 850,000 PPU 15 Anticipated Interest Rate 3.61%

Anticipated Annual Cost (Principal and Interest): \$ 74,700

Total Debt Service (Annual Cost x Term): \$ 1,120,500

Finance Department: Interest rates from Munistat Services 7/24/25 - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (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):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 9

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 7/28/25

Reviewed By: *Chad R. Ragsdale*

07/28/25

Budget Director

Date: 7/29/25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR5E

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

Fire Pump Replacement; HVAC

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,350,000 PPU 10 Anticipated Interest Rate 3.13%

Anticipated Annual Cost (Principal and Interest): \$ 159,624

Total Debt Service (Annual Cost x Term): \$ 1,596,240

Finance Department: Interest rates from Munistat Services 7/24/25 - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (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):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 15

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 7/28/25

Reviewed By: 

07/28/25

Budget Director

Date: 7/29/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: June 17, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BCR5E INFRASTRUCTURE IMPROVEMENTS (2021-2025)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 05/29/2025 (Unique ID: 2934)

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)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part

COMMENTS: None

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20 _____

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF INFRASTRUCTURE IMPROVEMENTS AT THE CORRECTIONAL COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,200,000 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 the provisions of other laws applicable thereto, Bonds of the County in the respective amounts as set forth in column A of the schedule below, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the respective purposes as set forth in column B of the schedule below, 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$2,200,000. The plan of financing includes the issuance of \$2,200,000 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.

A	B
\$500,000	the replacement of the fire pump at the Correctional Complex
\$850,000	the replacement of the officers training center roof at the Correctional Complex
\$850,000	HVAC system improvements at the Correctional Complex

Section 2. The periods of probable usefulness (“PPU”) of the objects or purposes for which said \$2,200,000 bonds authorized by this Act are to be issued, within the limitations of the respective subdivisions of Section 11.00 a. of the Law, are as follows:

Amount	Subdivision	PPU
\$500,000	56	ten (10) years
\$850,000	12(a)(2)	fifteen (15) years
\$850,000	13	ten (10) 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 \$2,200,000. 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 \$2,200,000 as the estimated maximum cost of the aforesaid specific objects or purposes 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.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20_____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on _____, 20_____ and approved by the County Executive on _____, 20_____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this _____ day of _____, 20_____.

The Clerk and Chief Administrative Office of the
County Board of Legislators County of Westchester,
New York

(SEAL)

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 \$2,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF INFRASTRUCTURE IMPROVEMENTS AT THE CORRECTIONAL COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the design, construction and construction management of infrastructure improvements at the Correctional Complex, including the replacement of the fire pump in the new jail, the replacement of the officers training center roof, and HVAC system 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:

\$500,000; ten (10) years
\$850,000; fifteen (15) years
\$850,000; ten (10) 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

CAPITAL PROJECT FACT SHEET

Project ID:* BCR5E	☐ CBA	Fact Sheet Date:* 05-21-2025
Fact Sheet Year:* 2025	Project Title:* INFRASTRUCTURE IMPROVEMENTS 3, (2021-2025)	Legislative District ID:
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* CORRECTION	CP Unique ID: 2934

Overall Project Description

This project funds interior and exterior repairs and renovations at the Correctional Complex in order to protect the health and safety of inmates and staff.

- | | | |
|---|---|--|
| ☒ Best Management Practices | ☒ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☒ Security | ☐ Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	4,000	4,000	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	4,000	4,000	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,771

Current Bond Description: Bonding is requested for the design, construction, and construction management of this project in order to replace the fire pump in the new jail and to replace the officers training center roof and HVAC system.

Financing Plan for Current Request:

Non-County Shares:	\$	0
Bonds/Notes:		2,200,000
Cash:		0
Total:		\$ 2,200,000

SEQR Classification:

TYPE II

Amount Requested:

2,200,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| ☐ County Staff | ☒ Consultant | ☐ Not Applicable |
|---------------------------------------|--|---|

Comments:

Energy Efficiencies:

ENERGY EFFICIENCIES ARE ANTICIPATED DUE TO THE INSTALLATION OF THE NEW HVAC SYSTEM.

Appropriation History:

Year	Amount	Description
2021	1,000,000	FUNDS REPLACEMENT OF BASEMENT ROOM MECHANICAL EQUIPMENT.
2022	1,000,000	FUNDS THE REPLACEMENT OF ADDITIONAL EQUIPMENT IN THE BASEMENT MECHANICAL ROOM
2023	1,000,000	MECHANICAL ROOM UPGRADES
2024	1,000,000	FUNDS FIRE PUMP REPLACEMENT, TEMPORARY ROOF AND HVAC EQUIPMENT, AND THE DECONSTRUCTION OF THE OLD JAIL INFIRMARY CHILLER.

Total Appropriation History:

4,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	218	0	0	INFRASTRUCTURE IMPROVEMENTS (2021-2025)
22	152	1,776,284	1,432,392	
22	108	23,717	23,717	INFRASTRUCTURE IMPROVEMENTS (2021-2025)

Total Financing History:

1,799,999

Recommended By:

Department of Planning
MLLL

Date
05-29-2025

Department of Public Works
RJB4

Date
06-06-2025

Budget Department
DEV9

Date
06-09-2025

Requesting Department
WPF4

Date
06-09-2025

INFRASTRUCTURE IMPROVEMENTS (2021-2025) (BCR5E)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	4,000	4,000	1,771						
Non County Share									
Total	4,000	4,000	1,771						

Project Description

This project funds interior and exterior repairs and renovations at the Correctional Complex in order to protect the health and safety of inmates and staff.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2021	1,000,000	Funds replacement of basement room mechanical equipment.	DESIGN
2022	1,000,000	Funds the replacement of additional equipment in the basement mechanical room	\$800,000 DESIGN; \$200,000 AWAITING BOND AUTHORIZATION
2023	1,000,000	Mechanical room upgrades	AWAITING BOND AUTHORIZATION
2024	1,000,000	Funds fire pump replacement, temporary roof and HVAC equipment, and the deconstruction of the Old Jail infirmary chiller.	AWAITING BOND AUTHORIZATION
Total	4,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	4,000,000	76,460	3,923,540
Total	4,000,000	76,460	3,923,540

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
218 21				
108 22	23,717	12/01/22	21,573	
		12/01/22	2,144	
152 22	1,776,284	11/30/23	48,014	1,723,540
		11/30/23	4,729	
Total	1,800,000		76,460	1,723,540