

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, March 18, 2025

4:15 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 Margaret Cunzio will be participating remotely from 770 Commerce Street, Thornwood, NY 10594.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2025-77](#) **CBA-BES24-Replacement of Smoke House Building**

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project BES24 - Replacement of Smoke House Building.

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

Guests:

Department of Emergency Services:

Susan Spear, Commissioner
Chief Neil Caputo, Director of Fire Services Division

[2025-78](#) **BOND ACT-BES24-Replacement of Smoke House Building**

A BOND ACT authorizing the issuance of EIGHT MILLION, TWO HUNDRED TEN THOUSAND (\$8,210,000) DOLLARS in bonds of Westchester County to finance Capital Project BES24 - Replacement of Smoke House Building.

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

Guests:

Department of Emergency Services:

Susan Spear, Commissioner
Chief Neil Caputo, Director of Fire Services Division

[2025-81](#) **IMA-Fire Suppression Services-Valhalla Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2025 and expiring on December 31, 2026 in an aggregate amount not to exceed ONE HUNDRED THOUSAND (\$100,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Carla Chaves, Senior Assistant County Attorney

[2025-82](#) **IMA-Fire Suppression Services-Hawthorne Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire Department to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2025 and expiring on December 31, 2026, in an aggregate amount not to exceed THIRTY THOUSAND (\$30,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Carla Chaves, Senior Assistant County Attorney

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



Kenneth W. Jenkins
County Executive

February 28, 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 an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related consolidated bond act (the "Bond Act") to finance the following capital project:

BES24 - Replacement of Smoke House Building ("BES24").

The proposed Capital Budget Amendment will amend the County's 2025 capital budget to increase the County share for this project by \$1,900,000. The increase is needed due to higher than anticipated construction cost estimates associated with this project.

The Bond Act, in the total aggregate amount of \$8,210,000, which includes \$2,810,000 in previously authorized bonds of the County, and \$5,400,000 in additional funding, would finance the completion of construction associated with the replacement of the current 50-year-old "prop" building located at the Westchester County Department of Emergency Service Training Center in Valhalla. The prop building is used by local fire departments and other first responders to train in a variety of fire response conditions, including live fire.

The Department of Emergency Services ("DES") has advised that the existing prop building does not meet National Fire Protection Agency (NFPA) standards and has failed inspection. Consequently, it is currently out of service. DES needs to replace the building in order to meet its responsibilities as a county fire training facility. The new building will consist of prefabricated construction, and will replace the current building, in a similar, but slightly larger and angled footprint on an already paved surface. The new building will allow DES to replicate different types of fire situations for training purposes.

Following bonding authorization, design will be scheduled and is anticipated to take one (1) month to complete and will be performed by outside consultants. It is estimated that construction will take one (1) year to complete and will begin after award and execution of the construction contracts.

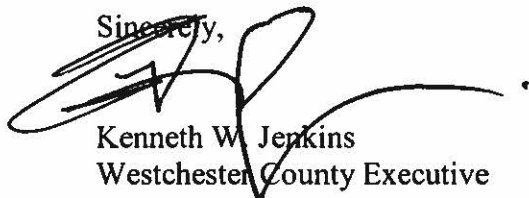
It should be noted that your Honorable Board has previously authorized the County to issue bonds for prior components of BES24 as follows: (i) Bond Act No. 172-2023, which authorized \$810,000 in bonds to finance the cost of design, special studies, and administrative reviews associated with the demolition of the existing smoke house and construction of a new smoke house fire training

prop; and (ii) Bond Act No. 207-2024, which authorized the issuance of \$2,000,000, to finance the purchase of a new pre-fabricated smoke house fire prop building, associated design during construction, and any additional site work needed. No bonds have been issued under either Bond Act No. 172-2023 or Bond Act No. 207-2024. Accordingly, the proposed Bond Act will consolidate and supersede Bond Act Nos. 172-2023 and 207-2024, by combining the \$810,000 previously authorized under Bond Act No. 172-2023, with the \$2,000,000 previously authorized under Bond Act No. 207-2024. In addition, the proposed Bond Act will further expand the scope of BES24 to include construction associated with the installation of the pre-fabricated smoke house fire prop building, and increase the estimated maximum cost and the amount of bonds authorized thereunder by \$5,400,000, for a total aggregate bonding amount of \$8,210,000.

As your Honorable Board may know, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed BES24 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Based on the importance of this project to the County, favorable action on the proposed Capital Budget Amendment and Bond Act is most respectfully requested.

Sincerely,



Kenneth W. Jenkins
Westchester County Executive

KWJ/RW/jpg/nn

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

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related consolidated bond act (the “Bond Act”) which, if approved, will authorize the County to issue a total aggregate amount of \$8,210,000.00 in bonds to finance capital project BES24 - Replacement of Smoke House Building (“BES24”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s 2025 capital budget to increase the County share for this project by \$1,900,000. The increase is needed due to higher than anticipated construction cost estimates associated with this project.

The Bond Act, in the total aggregate amount of \$8,210,000, which includes \$2,810,000 in previously authorized bonds of the County, and \$5,400,000 in additional funding, would finance the completion of construction associated with the replacement of the current 50-year-old "prop" building located at the Westchester County Department of Emergency Service Training Center in Valhalla. The prop building is used by local fire departments and other first responders to train in a variety of fire response conditions, including live fire. The Bond Act was drafted by the law firm Harris Beach Murtha.

The Department of Emergency Services (“DES”) has advised that the existing prop building does not meet National Fire Protection Agency (NFPA) standards and has failed inspection. Consequently, it is currently out of service. DES needs to replace the building in order to meet its responsibilities as a county fire training facility. The new building will consist of prefabricated construction, and will replace the current building, in a similar, but slightly larger and angled footprint on an already paved surface. The new building will allow DES to replicate different types of fire situations for training purposes.

Your Committee is advised that following bonding authorization, design will be scheduled and is anticipated to take one (1) month to complete and will be performed by outside consultants. It is estimated that construction will take approximately one (1) year to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issues bonds for prior components of BES24 as follows: (i) Bond Act No. 172-2023, which authorized \$810,000 in bonds to finance the cost of design, special studies, and administrative reviews associated with the demolition of the existing smoke house and construction of a new smoke house fire training prop; and (ii) Bond Act No. 207-2024, which authorized the issuance of \$2,000,000 to finance the purchase of a new pre-fabricated smoke house fire prop building, associated design during construction, and any additional site work needed. No bonds have been issued under either Bond Act No. 172-2023 or Bond Act No. 207-2024. Accordingly, the proposed Bond Act will consolidate and supersede Bond Act Nos. 172–2023 and 207-2024, by combining the \$810,000 previously authorized under Bond Act No. 172-2023, with the \$2,000,000 previously authorized under Bond Act No. 207-2024. In addition, the proposed Bond Act will further expand the scope of BES24 to include construction associated with the installation of the pre-fabricated smoke house fire prop building, and increase the estimated maximum cost and the amount of bonds authorized thereunder by \$5,400,000, for a total aggregate bonding amount of \$8,210,000.

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.

Additionally, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed BES24 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be

further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

c.jpg 01.31.2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BES24

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

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 8,210,000 **PPU** 15 **Anticipated Interest Rate** 3.14%

Anticipated Annual Cost (Principal and Interest): \$ 694,280

Total Debt Service (Annual Cost x Term): \$ 10,414,200

Finance Department: Interest rates from February 20, 2025 Bond Buyer - 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: 89

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 2/26/25

Reviewed By:

RV
2/26/25


[Signature]

Budget Director

Date:

2/27/25

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

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

DATE: February 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BES24 REPLACEMENT OF SMOKE HOUSE BUILDING**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 01/28/2025 (Unique ID: 2828)

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;
 - **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.
-

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



Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Susan Darling, Chief Planner

A handwritten signature in blue ink, appearing to be "SD", written over the name Susan Darling.

Date: February 12, 2025

RE: **NO-ACTION MEMO - Capital Budget Amendment – BES24 Replacement of Smoke House Building (2025 CBA)**

The County Executive is requesting an amendment to the 2025 Capital Budget to modify the funding of the above project. Capital project **BES24 Replacement of Smoke House Building (2025 CBA)** will increase the County share for **BES24** by \$1,900,000 due to increase costs associated with the project.

The Department of Emergency Services has advised that the Capital Budget Amendment is necessary to fund construction of the smoke house at the Grasslands Emergency Services Training Center for first responders to train in a variety of fire response conditions.

This project was classified as a PL2 in the Planning Board Report for the 2023 Capital Budget adopted July 5, 2022. There are no substantial changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Blanca P. López, Commissioner
David S. Kvinge, Assistant Commissioner
Michael Lipkin, Associate Planner

An Act amending the 2025 County
 Capital Budget Appropriations for
 Capital Project BES24
 REPLACEMENT OF SMOKE
 HOUSE BUILDING

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

Section 1. The Capital section of the 2025 County Budget is hereby amended as follows:

	Previous 2025 Appropriation	Change	Revised 2025 Appropriation
I. Appropriation	\$6,310,000	\$1,900,000	\$8,210,000

Section 2. The estimated method of financing in the Capital Section of the 2025 Westchester County Capital Budget is amended as follows:

II. METHOD OF
 FINANCING

Bonds and/or Notes	\$6,310,000	\$1,900,000	\$8,210,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	<u>\$6,310,000</u>	<u>\$1,900,000</u>	<u>\$8,210,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 172-2023 ADOPTED SEPTEMBER 18, 2023 AND BOND ACT NO. 207-2024 ADOPTED OCTOBER 7, 2024 CONSOLIDATING PREVIOUSLY ADOPTED BOND ACTS FOR CAPITAL PROJECT BES24 FOR THE REPLACEMENT OF A SMOKE HOUSE FIRE PROP BUILDING LOCATED ON THE VALHALLA GRASSLANDS CAMPUS, AND AUTHORIZING ADDITIONAL BONDS FOR SUCH PROJECT; AT THE TOTAL ESTIMATED COST OF \$8,210,000. (Adopted , 20__)

Recitals

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance various elements of Capital Project BES24 (the “Project”), at the total estimated maximum cost of \$2,810,000, pursuant to Act No. 172-2023 adopted September 18, 2023 and Bond Act No. 207-2024 adopted October 7, 2024 (collectively, the “Previous Bond Acts”), and it has now been determined that the Previous Bond Acts should be consolidated into one bond act so that the aggregate proceeds of authorized but unissued amounts of bonds pursuant to the Previous Bond Acts may be expended as required on any respective element of the Project; and the period of probable usefulness of the Project shall be amended and restated as set forth herein;

WHEREAS, in addition to such consolidation, due to additional costs of the Project, it is necessary to increase the appropriation for such Project by \$5,400,000; and

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), TO AMEND AND RESTATE BOND ACT NOS. 172-2023 and 207-2024 IN THERE ENTIRETY AS FOLLOWS:

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 172-2023 ADOPTED SEPTEMBER 18, 2023 AND BOND ACT NO. 207-2024 ADOPTED OCTOBER 7, 2024 CONSOLIDATING PREVIOUSLY ADOPTED BOND ACTS FOR CAPITAL PROJECT BES24 FOR THE REPLACEMENT OF A SMOKE HOUSE FIRE PROP BUILDING LOCATED ON THE VALHALLA GRASSLANDS CAMPUS, AND AUTHORIZING ADDITIONAL BONDS FOR SUCH PROJECT; AT THE TOTAL ESTIMATED COST OF \$8,210,000. (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, to the provisions of other laws applicable thereto, \$8,210,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the replacement of a Smoke House Fire Prop Building located on the Valhalla Grasslands Campus; all as collectively set forth in section 1 of each of the Previous Bond Acts and the County's current year Capital Budget, as amended. To the extent that the County has previously issued bonds pursuant to each of the Previous Bond Acts, the proceeds of such previously issued bonds shall only be expended for the scope of the project as set forth in the respective bond act, from which such proceeds are derived, when originally adopted and/or amended. The total estimated

maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$8,210,000. The plan of financing includes the issuance of \$8,210,000 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.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) 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 \$8,210,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. 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__.

(SEAL)

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

LEGAL NOTICE

An amended and restated Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on September 18, 2023 and October 7, 2024 and amended on _____, 20__ and approved, as amended, 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 amended 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 OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 172-2023 ADOPTED SEPTEMBER 18, 2023 AND BOND ACT NO. 207-2024 ADOPTED OCTOBER 7, 2024 CONSOLIDATING PREVIOUSLY ADOPTED BOND ACTS FOR CAPITAL PROJECT BES24 FOR THE REPLACEMENT OF A SMOKE HOUSE FIRE PROP BUILDING LOCATED ON THE VALHALLA GRASSLANDS CAMPUS, AND AUTHORIZING ADDITIONAL BONDS FOR SUCH PROJECT; AT THE TOTAL ESTIMATED COST OF \$8,210,000. (Adopted _____, 20__)

object or purpose: to finance the cost for replacement of a Smoke House Fire Prop Building located on the Valhalla Grasslands Campus; all as set forth in the County's 20__ Capital Budget, as amended

amount of obligations to be issued:

and period of probable usefulness: \$8,210,000; fifteen (15) 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:* BES24	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 01-23-2025
Fact Sheet Year:* 2025	Project Title:* REPLACEMENT OF SMOKE HOUSE BUILDING	Legislative District ID: 3,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* EMERGENCY SERVICES	CP Unique ID: 2828

Overall Project Description

This project funds a new Smoke House Building fire training prop located in the fire training yard on the Valhalla Grasslands campus.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	8,210	6,310	0	0	0	0	0	1,900
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	8,210	6,310	0	0	0	0	0	1,900

Expended/Obligated Amount (in thousands) as of : 1,942

Current Bond Description: Bonding authorization is requested to complete construction to replace the current 50 year old "prop" building located at the Westchester County Department of Emergency Service Training Center and used by local fire Depts and other first responders to train in a variety of fire response conditions, including live fire. The current building doesn't meet NFPA standards and failed inspection so is out of services. DES needs to replace the building in order to meet our responsibilities as a county training facility. The bond request includes a Capital Budget amendment increase of \$1.9M due to higher than anticipated construction cost estimates. The new building is prefabricated construction, and replaces the current building, in a similar, but slightly larger and angled footprint on an already paved surface. The building allows us to replicate different types of fire situations for training purposes.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	5,400,000
Cash:	0
Total:	\$ 5,400,000

SEQR Classification:

TYPE II

Amount Requested:

5,400,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

The current request includes a 2025 CBA in the amount of \$1.9m. These funds are shown above in "Under Review".

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	810,000	DESIGN
2024	5,500,000	CONSTRUCTION

Total Appropriation History:

6,310,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	172	810,000	0	REPLACEMENT OF SMOKE HOUSE BUILDING
24	207	2,000,000	0	

Total Financing History:

2,810,000

Recommended By:

Department of Planning
MLLL

Date
01-28-2025

Department of Public Works
RJB4

Date
01-29-2025

Budget Department
DEV9

Date
01-30-2025

Requesting Department
TCH1

Date
01-30-2025

REPLACEMENT OF SMOKE HOUSE BUILDING (BES24)

User Department : Emergency Services
Managing Department(s) : Emergency Services ; 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 Uft Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	6,310	6,310	1,942						
Non County Share									
Total	6,310	6,310	1,942						

Project Description

This project funds a new Smoke House Building fire training prop located in the fire training yard on the Valhalla Grasslands campus.

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
2023	810,000	Design	DESIGN
2024	5,500,000	Construction	\$2,000,000 IN PROGRESS; \$3,500,000 AWAITING BOND AUTHORIZATION
Total	6,310,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	6,310,000		6,310,000
Total	6,310,000		6,310,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
172 23	810,000			810,000
207 24	2,000,000			2,000,000
Total	2,810,000			2,810,000



Kenneth W. Jenkins
Westchester County Executive

February 28, 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 which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Valhalla Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2024.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Website: WestchesterCountyNY.gov

request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty-four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

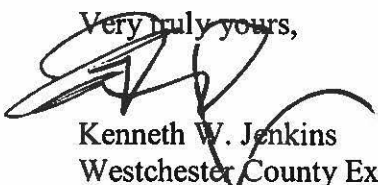
(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,



Kenneth W. Jenkins
Westchester County Executive
KWJ/SS/cmc /Attachments

**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 which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Valhalla Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2024.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

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The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained

personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Agreement does/do not meet the definition of an action under the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated

January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable 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.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C:CMC.02.28.2025

FISCAL IMPACT STATEMENT

SUBJECT: Valhalla Fire District

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 50,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 101 20 1000 4420

2025: \$50,000 and 2026: \$50,000

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

Describe: IMA with Valhalla Fire District for fire suppression services for the term of two (2) years commencing on January 1, 2025 and expiring on December 31, 2026

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Date: February 10, 2025

@P 2/10/25
Reviewed By: 
Budget Director

Date: 3/3/25

ACT NO. 2025-_____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2025 and expiring on December 31, 2026, in an aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Valhalla Fire District (“District”) for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars, subject to appropriation.

§3. 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.

§4. This Act shall take effect immediately.

THIS AGREEMENT (“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”)

and

THE VALHALLA FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 330 Columbus Avenue Valhalla, NY 10595 (hereinafter referred to as the “Fire District” or “District”)

WITNESSETH

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Reservation (“Grasslands Reservation”), the County, acting by and through its Department of Emergency Services (“DES”) desires to continue to obtain the services of the Fire District to enhance fire protection on the Grasslands Reservation; and

WHEREAS, the Fire District desires to continue to participate in specialized activities and furnish certain fire suppression services on the Grasslands Reservation for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit (“MDU”) trailer, Rough Terrain Vehicle (“RTV”) transport trailers, Mass Casualty Incident (“MCI”) trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the

County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS for each year of the Agreement, for a total aggregate amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS during the term of this Agreement, payable in accordance with the following schedule:

10% - due by March 1
30% - due by May 1
30% - due by August 1
30% - due by November 1

The Fire District 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 hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH". In no event shall *final* payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2025 and shall terminate on December 31, 2026.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work

performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

FIFTH: 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 Fire District, then the Fire District 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 Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) business days' written notice, may terminate this Agreement in whole or in part when the County deems it to be in the County's best interest.

(b) In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

(c) In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “A” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County: Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Fire District: The Valhalla Fire District
PO Box 228
Valhalla, New York 10595

Notice shall be effective on the date of receipt.

TWELFTH: All payments made by the County to the Fire District will be made by electronic funds transfer pursuant to the County’s Vendor Direct program. The Fire District acknowledges that it is already enrolled in the County’s Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, 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 Fire District 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.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: This Agreement shall be deemed effective as of January 1, 2025. 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.

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.

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

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

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear
Commissioner of Emergency Services

THE VALHALLA FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____, 2025 by Act No. 2025- _____.

Approved:

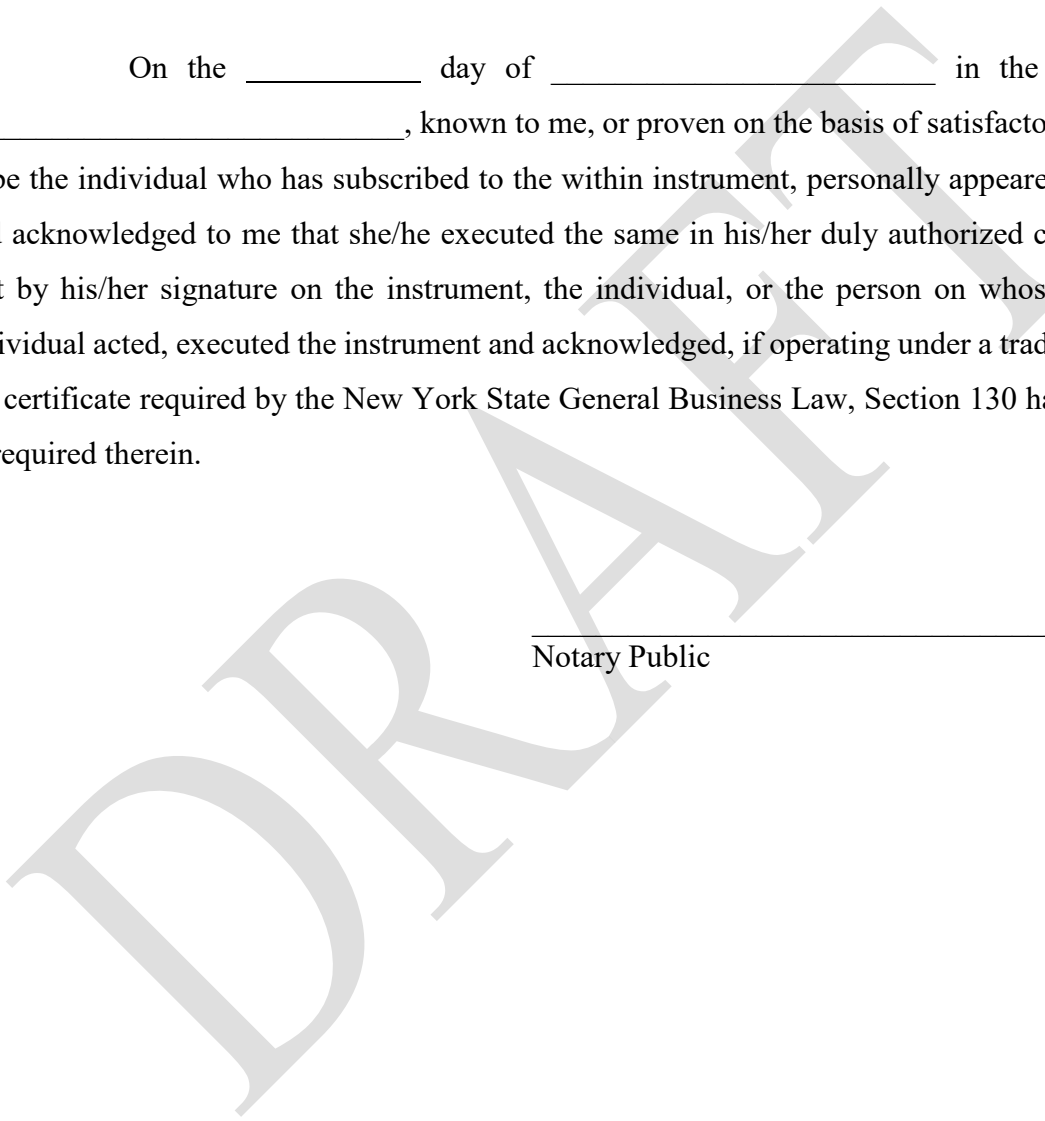
Senior Assistant County Attorney
The County of Westchester
2025-26 Valhalla FD Agreement.cmc.03.13.2025

FIRE DISTRICT ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public



CERTIFICATE OF AUTHORITY

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

certify that I am the _____ of
(Title)
the _____
(the "Fire District")

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Fire District was, at the time of execution

(Title of such person)

of the Fire District and that said agreement was duly signed for and on behalf of said Fire District by authority of its Board of Directors, 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, _____, known to me, or proven on the basis of satisfactory evidence, to be the individual who has subscribed to the within instrument, personally appeared before me and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and that by his/her signature on the instrument, the individual, or the person on whose behalf the individual acted, executed the instrument and acknowledged, if operating under a trade name, that the certificate required by the New York State General Business Law, Section 130 has been filed as required therein.

Notary Public County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District 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. Fire District 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 by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Fire District 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 of Westchester for approval by the Director. Upon failure of the Fire District 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 Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District 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 Fire District'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 Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District 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 Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Fire District 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 Workers' 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 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:

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

3. All policies of the Fire District 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 Fire District.

DRAFT



Kenneth W. Jenkins
Westchester County Executive

February 28, 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 which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand and 00/100 (\$30,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2024.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

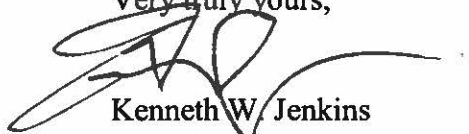
Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Website: WestchesterCountyNY.gov

I believe this Agreement to be in the best interest of the County and, therefore, 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 horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

KWJ/SS/cmc /Attachments

**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 which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand and 00/100 (\$30,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2024.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

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The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the

Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Agreement does/do not meet the definition of an action under the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable 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.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C:CMC.02.28.2025

FISCAL IMPACT STATEMENT

SUBJECT: Hawthorne Fire District NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 15,000

Total Current Year Revenue \$ -

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

Identify Accounts: 101 20 1000 4420

2025: \$15,000 and 2026: \$15,000

Potential Related Operating Budget Expenses: Annual Amount \$15,000

Describe: IMA with Hawthorne Fire District for fire suppression services for the term of two (2) years commencing on January 1, 2025 and expiring on December 31, 2026

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: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Date: February 10, 2025

3/3/25
Reviewed By: 
Budget Director

Date: 3/3/25

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2025 and expiring on December 31, 2026, in an aggregate amount not to exceed Thirty Thousand (\$30,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2025 and expiring on December 31, 2026.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand (\$30,000.00) Dollars, subject to appropriation.

§3. 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.

§4. This Act shall take effect immediately.

THIS AGREEMENT (“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”)

and

THE HAWTHORNE FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 25 Home Street, Hawthorne, New York 10532 (hereinafter referred to as the “Fire District” or “District”)

WITNESSETH

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Campus, located in Valhalla, NY (“Grasslands Campus”), the County, acting by and through its Department of Emergency Services (“DES”) desires to continue to obtain the services of the Fire District to enhance fire protection at the Grasslands Campus; and

WHEREAS, the Fire District desires to continue to participate in specialized activities and furnish certain fire suppression services at the Grasslands Campus for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the

Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center Staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Campus and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS for each year of this Agreement, for a total aggregate amount not to exceed THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS during the term of this Agreement payable in accordance with the following schedule:

- 10% - due by March 1
- 30% - due by May 1
- 30% - due by August 1
- 30% - due by November 1

The Fire District 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 hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH". In no event shall *final* payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2025 and shall terminate on December 31, 2026.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

FIFTH: 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 Fire District, then the Fire District 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 Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon “Mutual Aid” when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “A” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County: Commissioner of Emergency Services
 County of Westchester
 4 Dana Road
 Valhalla, New York 10595

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Fire District: The Hawthorne Fire District
P.O. Box 211
25 Home Street
Hawthorne, New York 10532

Notice shall be effective on the date of receipt.

TWELFTH: All payments made by the County to the Fire District will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Fire District acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, 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 Fire District 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.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: This Agreement shall be deemed retroactively effective as of January 1, 2025. 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.

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.

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear
Commissioner of Emergency Services

THE HAWTHORNE FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____, 2025, by Act No. 2025 - ____.

Approved:

Senior Assistant County Attorney
The County of Westchester
2025-26 Hawthorne FD Agreement.cmc.03.13.2025

FIRE DISTRICT ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

CERTIFICATE OF AUTHORITY

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

certify that I am the _____ of
(Title)
the _____
(the "Fire District")

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

who signed said agreement on behalf of the Fire District was, at the time of execution

(Title of such person)

of the Fire District and that said agreement was duly signed for and on behalf of said Fire District by authority of its Board of Directors, 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 202_____, _____,
known to me, or proven on the basis of satisfactory evidence, to be the individual who has subscribed to the within instrument, personally appeared before me and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and that by his/her signature on the instrument, the individual, or the person on whose behalf the individual acted, executed the instrument and acknowledged, if operating under a trade name, that the certificate required by the New York State General Business Law, Section 130 has been filed as required therein.

Notary Public County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District 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. Fire District 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 by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Fire District 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 of Westchester for approval by the Director. Upon failure of the Fire District 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 Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District 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 Fire District'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 Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District 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 Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Fire District 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 Workers' 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 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:

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

3. All policies of the Fire District 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 Fire District.

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