

Budget & Appropriations Meeting Agenda



Committee Chair: Vedat Gashi

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

Wednesday, February 22, 2023

10:00 AM

Committee Room

CALL TO ORDER

Joint with Public Works & Transportation and Public Safety committees.

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 Colin Smith will be participating remotely from 1132 Main Street Suite 1 Peekskill, NY 10566.

Legislator Damon Maher will be participating remotely from 10 LeCount Place, New Rochelle, NY 10801.

MINUTES APPROVAL

Monday, February 13, 2023 at 10:00 a.m.

I. ITEMS FOR DISCUSSION

1. [2023-51](#) IMA(Amend)-Wireless Telecommunications Infrastructure Master Plan-Bedford

AN ACT to authorize the County of Westchester to amend an intermunicipal agreement with the Town of Bedford, for the preparation of a Wireless Telecommunications Infrastructure Master Plan, for the benefit of certain northern Westchester County communities comprised of the Town of Bedford, Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers, the Town of Yorktown and the Town of New Castle, in order to further extend the term of the agreement by six (6) months, through June 30, 2023.

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

Joint with Public Works & Transportation.

Guests: DoIT: Marguerite Beirne, Chief Information Officer; and Adam Epstein, Program Coordinator, Radio Systems

2. [2023-52](#) ACT-Regional Partnership Agreement-Dutchess & Putnam Counties

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receiving funding from the New York State Division of Homeland Security and Emergency Services under the FY2020 Hazardous Materials Grant Program.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with Public Safety.

Guests: DES: Richard Wishnie, Commissioner; Susan Spear, Deputy Commissioner; and Douglas Stiller, Chief of Special Operations

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

January 30, 2023

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

Dear Honorable Members of the Board:

Transmitted herewith for your review and approval is proposed legislation which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Information Technology ("Department"), to amend an intermunicipal agreement ("IMA") with the Town of Bedford ("Bedford" or "Town of Bedford"), in order to further extend the term of the IMA by six (6) months, commencing retroactively on January 1, 2023 and expiring on June 30, 2023.

As your Honorable Board may recall, on October 20, 2020, your Honorable Board approved Act No. 2020 – 181, which authorized the County to enter into the IMA, pursuant to which the County was to pay Bedford an amount not-to-exceed \$190,170.00, to finance the preparation of a Wireless Telecommunications Infrastructure Master Plan (the "Master Plan"). The IMA benefits the Town of Bedford and certain other northern Westchester County communities, comprised of the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown ("Study Area"), as the creation of the Master Plan will facilitate an optimized wireless telecommunications environment that will promote efficient network deployment practices and overall improved wireless telecommunication experience throughout the Study Area. The IMA was subsequently executed and, thereafter, Bedford retained CityScape Consultants, Inc. ("CityScape") to prepare the Master Plan.

However, due to the COVID-19 pandemic, the completion of the Master Plan was significantly delayed by CityScape and Bedford requested an extension of one (1) year in order to deliver the Master Plan to the County. In addition, the Town of New Castle, which is adjacent to Bedford, last year informed Bedford that it was interested in being included in the Study Area in order to benefit from the analysis and recommendations derived from the Master Plan.

Office of the County Executive

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

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

westchestergov.com

As such, as your Honorable Board may recall, your Honorable Board approved Act No. 2022 – 46, which authorized the County to amend the IMA in order to: (i) extend the term of the IMA by one (1) year, through December 31, 2022, (ii) expand the scope of services to include the Town of New Castle in the Study Area, and (iii) increase the amount due under the IMA by \$24,592.00, bringing the total not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00. The first amendment was subsequently duly executed.

The Department has recently been notified by Bedford that CityScape is finalizing the Master Plan and that Bedford requires additional time in order to deliver the completed Master Plan to the County.

Accordingly, it is respectfully requested from your Honorable Board that the IMA be amended a second time to further extend the term of the IMA by six (6) months, commencing retroactively on January 1, 2023 and expiring on June 30, 2023, at no additional cost to the County.

All other terms and conditions of the IMA, as previously amended, shall remain unchanged and in full force and effect.

The Department of Planning has advised that, based on its review, the actions under the IMA, as amended, are classified as a “Type II” action pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR, Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review, as evidenced in the annexed SEQRA documentation. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Based upon the foregoing, I recommend approval of the attached legislation.

Very truly yours,



George Latimer
County Executive

GL/CMC
Att.

**TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending the approval of proposed legislation by your Honorable Board, which would authorize the County of Westchester (“County”), acting by and through its Department of Information and Technology (“Department”), to amend an intermunicipal agreement (“IMA”) with the Town of Bedford (“Bedford” or “Town of Bedford”), in order to further extend the term of the IMA by six (6) months, commencing retroactively on January 1, 2023 and expiring on June 30, 2023.

Your Committee is advised that on October 20, 2020, your Honorable Board approved Act No. 2020 – 181, which authorized the County to enter into the IMA, pursuant to which the County was to pay Bedford an amount not-to-exceed \$190,170.00, to finance the preparation of a Wireless Telecommunications Infrastructure Master Plan (the “Master Plan”). The IMA benefits the Town of Bedford and certain other northern Westchester County communities, comprised of the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown (“Study Area”), as the creation of the Master Plan will facilitate an optimized wireless telecommunications environment that will promote efficient network deployment practices and overall improved wireless telecommunication experience throughout the Study Area. The IMA was subsequently executed and, thereafter, Bedford retained CityScape Consultants, Inc. (“CityScape”) to prepare the Master Plan.

Your Committee is advised that, due to the COVID-19 pandemic, the completion of the Master Plan was significantly delayed by CityScape and Bedford requested an extension of one (1) year in order to deliver the Master Plan to the County. In addition, the Town of New Castle, which is adjacent to Bedford, last year informed Bedford that it was interested in being included in the Study Area in order to benefit from the analysis and recommendations derived from the Master Plan.

As such, your Committee is advised that on April 25, 2022, your Honorable Board approved Act No. 2022 – 46, which authorized the County to amend the IMA in order to: (i) extend the term of the IMA by one (1) year, through December 31, 2022, (ii) expand the scope of services to include the Town of New Castle in the Study Area, and (iii) increase the amount due under the IMA by \$24,592.00, bringing the total not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00. The first amendment was subsequently duly executed.

Your Committee is now advised that the Department has recently been notified by Bedford that CityScape is finalizing the Master Plan and that Bedford requires additional time in order to deliver the completed Master Plan to the County.

Accordingly, your Committee is advised that the Department desires to amend the IMA for a second time to further extend the term of the IMA by six (6) months, commencing retroactively on January 1, 2023 and expiring on June 30, 2023, at no additional cost to the County.

All other terms and conditions of the IMA, as previously amended, shall remain unchanged and in full force and effect.

The Department of Planning has advised that, based on its review, the actions under the IMA, as amended, are classified as a “Type II” action pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR, Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review, as evidenced in the annexed SEQRA documentation. Your Committee has reviewed the annexed SEQRA documentation prepared by the Planning Department and concurs with this conclusion.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

C/CMC 01.26.2023

FISCAL IMPACT STATEMENT

SUBJECT: IMA Bedford Wireless Telecom Plan 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 \$ _____ -

Total Current Year Revenue \$ _____ -

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

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: NO FISCAL IMPACT

Next Four Years: NO FISCAL IMPACT

Prepared by: Donna Montera

Title: Director of Administrative Services

Department: Information Technology

Date: January 26, 2023

Reviewed By: 
Budget Director

Date: 1/30/23



Memorandum
Department of Planning

TO: Carla M. Chaves
Assistant County Attorney

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

DATE: January 27, 2023

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR WIRELESS
TELECOMMUNICATIONS MASTER PLAN AGREEMENT

PROJECT/ACTION: Amendment of an intermunicipal agreement between the County, acting by and through its Department of Information and Technology, and the Town of Bedford, which finances the preparation of a Wireless Telecommunications Master Plan for multiple municipalities in the northern half of the County. The "Study Area" currently includes the Town of Bedford, Town of Lewisboro, Town of North Salem, Village of Mount Kisco, Town of Pound Ridge, Town of Somers, Town of Yorktown and the Town of New Castle. Under this agreement, the County provides payment to the Town of Bedford to finance the consulting services of CityScape Consultants, Inc., which was retained by the Town of Bedford, acting on behalf of the Study Area communities, to prepare the plan. The plan will facilitate the creation of an optimized telecommunications network and promote efficient deployment practices. The amendment will extend the term of the agreement by six months to allow additional time needed to complete the master plan.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(27):**
conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy Commissioner
Adam Epstein, Program Coordinator, Radio Systems
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2023- _____

AN ACT to authorize the County of Westchester to amend an intermunicipal agreement with the Town of Bedford, for the preparation of a Wireless Telecommunications Infrastructure Master Plan, for the benefit of certain northern Westchester County communities comprised of the Town of Bedford, Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers, the Town of Yorktown and the Town of New Castle, in order to further extend the term of the agreement by six (6) months, through June 30, 2023.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend an intermunicipal agreement (“IMA”) with the Town of Bedford (“Bedford”), as previously amended, for the preparation of a Wireless Telecommunications Infrastructure Master Plan (“Master Plan”) by CityScape Consultants, Inc., for the benefit of certain northern Westchester County communities, comprised of Bedford, the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers, the Town of Yorktown and the Town of New Castle (“Study Area”), in order to further extend the term of the IMA by six (6) months, commencing retroactively on January 1, 2023 and expiring on June 30, 2023.

§2. All other terms and conditions of IMA, as previously amended, shall remain unchanged and in full force and effect.

§3. The County Executive or his authorized designee is hereby authorized to execute and deliver all documents and take such actions as he deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

IT-1675-B

THIS SECOND AMENDMENT (“Second Amendment”) made this ____ day of _____, 2023, 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 “Westchester” or “County”)

and

THE TOWN OF BEDFORD, a municipal corporation of the State of New York, having an office and place of business at the Town House, 321 Bedford Road, Bedford Hills, New York 10507-1398 (“Town or “Town of Bedford”)

WITNESSETH:

WHEREAS, the County and the Town entered into a certain intermunicipal agreement (“Original Agreement”) dated October 28, 2020 (the “Effective Date”), wherein the Town, on behalf of the County and all communities within the Study Area (as defined below), agreed to retain CityScape Consultants, Inc. (“CityScape”) to develop and provide a Wireless Telecommunications Infrastructure Master Plan (the “Master Plan”) benefiting certain Northern Westchester County communities comprised of the Town of Bedford, Town of Lewisboro, Town of North Salem, Village of Mount Kisco, Town of Pound Ridge, Town of Somers and Town of Yorktown (the “Study Area”), for a term commencing on Effective Date and terminating on December 31, 2021, which pursuant to the Agreement was the earlier date of either December 31, 2021 or the date the Master Plan was to be completed, for a not-to-exceed amount of \$190,170.00; and

WHEREAS, the County and the Town amended Agreement pursuant to a certain First Amendment (“First Amendment”), dated May 12, 2022, in order to: (i) extend the term of the Agreement for one year, commencing retroactively on January 1, 2022 and expiring on December 31, 2022, (ii) expand the scope of services to include the Town of New Castle in the Study Area, and (iii) increase the amount due under the IMA by \$24,592.00, bringing the total

not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00 (hereinafter the Original Agreement and the First Amendment shall collectively be referred to as the “Agreement”); and

WHEREAS, the parties now desire to further amend the Agreement in order to extend the term of the Agreement for an additional six (6) months, through June 30, 2023, in order to permit the Town of Bedford to complete and deliver the Master Plan to the County; and

WHEREAS, all capitalized terms not defined herein shall have the meaning set forth in the Agreement.

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

1. The term of the Agreement is hereby extended for an additional six (6) months, commencing retroactively from January 1, 2023 and expiring on June 30, 2023 (the “Second Extension Term”).

2. The Town agrees to furnish the County with updated insurance certificates evidencing coverage for the Second Extension Term, as required under the Agreement.

3. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the parties. This Second Amendment shall be deemed effective as of January 1, 2023 and shall not be modified or amended, except by an instrument in writing executed by the parties.

4. This Second Amendment shall not be enforceable unless signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the Town have executed this Second Amendment as of the date first above written.

THE COUNTY OF WESTCHESTER

By: _____
Marguerite Beirne
Commissioner
Department of Information and Technology

TOWN OF BEDFORD

By: _____
Name: Ellen Calves
Title: Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. 2023- ____ on the ____ day of _____, 2023.

Approved:

Assistant County Attorney
The County of Westchester
Second Amendment County and Bedford (1-11-23) - Wireless Masterplan (4885-4337-2873.1) CMC.01.19.2023

TOWN OF BEDFORD'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the ____ day of _____ 2023, before me, the undersigned, personally appeared [TITLE AND NAME]_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

CERTIFICATE OF AUTHORITY

I, Nina Kellogg certify that I am the Town Clerk of the Town of Bedford, New York (“Town of Bedford”) a corporation duly organized in good standing under the laws of the State of New York named in the foregoing agreement, that _____, who signed said agreement on behalf of Bedford was, at the time of execution, the Bedford Town _____, that said Second Amendment was duly signed for on behalf of said Town of Bedford by authority of the Town of Bedford Town Board, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Nina Kellogg, Town Clerk

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the ____ day of _____ 2023 before me, the undersigned, personally appeared Nina Kellogg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County



George Latimer
County Executive

January 27, 2023

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a Regional Partnership Agreement ("RPA") with Dutchess County and Putnam County (collectively "Regional Partners") in order to receive funding from the New York State Division of Homeland Security and Emergency Services ("DHSES") under the FY2020 Hazardous Materials ("HazMat") Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners. A Resolution authorizing the County to enter into this grant agreement has been submitted to the Board of Acquisition and Contract. The HazMat grant funds will be used for consultant services for HazMat training, and to purchase equipment for the HazMat team, such as laptop computers, decontamination equipment (sprayers, shelters), mitigation equipment (water injection kits, hoses, pumps, saws), detection and identification equipment (detectors, meters) in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State's HazMat teams within the Federal Emergency Management Agency typing system.

Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program. The term of the RPA will commence upon execution and remain in effect for a period of five (5) years.

Pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

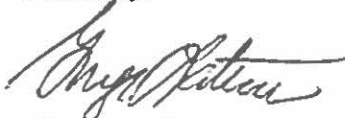
It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2019 iterations of the HazMat Grant Program. Through this program, DHSES is making \$2 million in federal State Homeland Security Program (SHSP) funding available to the 18 regional HazMat teams located outside of New York City. In total, \$15.5 million has been dedicated to this effort since 2008.

In FY2020, the State will continue to provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2020 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised that, based on its review, this is classified as a "Type II" action pursuant the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(31). Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Approval of this legislation will enable the County to strengthen its CBRNE detection, response and decontamination capabilities. Accordingly, I urge passage of the annexed legislation.

Sincerely,



George Latimer
County Executive

GL/RW/LL/mb

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2020 Hazardous Materials (“HazMat”) Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for consultant services for HazMat training, and to purchase equipment for the HazMat team, such as laptop computers, decontamination equipment (sprayers, shelters), mitigation equipment (water injection kits, hoses, pumps, saws), detection and identification equipment (detectors, meters). This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Your Committee is advised that funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The RPA will commence upon execution and remain in effect for a period of five (5) years.

The Department has informed your Committee that pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The

State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2019 iterations of the HazMat Grant Program. Through this program, DHSES is making \$2 million in federal State Homeland Security Program (SHSP) funding available to the 18 regional HazMat teams located outside of New York City. In total, \$15.5 million has been dedicated to this effort since 2008.

In FY2020, the State will continue to provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2020 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised that, based on its review, this is classified as a “Type II” action pursuant the State Environmental Quality Review Act (“SEQRA”), 6 NYCRR Section 617.5(c)(31). Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQRA documentation and concurs with this conclusion.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: RPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: An ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY 2020 Hazardous Materials Grant Program.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Reviewed By: 


PH

Budget Director

1/26/23

If you need more space, please attach additional sheets.

TO: Linda H. Luddy
Department of Emergency Services

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

DATE: January 23, 2023

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2020**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2020 Hazardous Materials (HazMat) Grant Program. This funding will be used to purchase equipment (such as laptop computers and decontamination, mitigation, detection and identification equipment) and to provide training for the HazMat teams in order to maintain and/or build chemical, biological, radiological, nuclear and explosive detection, response and decontamination capabilities in the lower Hudson Valley region.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(31):**
Purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: The County has been partnering with the counties of Putnam and Dutchess for a number of years in order to participate in this grant program.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Maria Baratta, Assistant County Attorney
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2023- _____

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2020 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services (“Department”), is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2020 Hazardous Materials (“HazMat”) Grant Program. DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for consultant services for HazMat training, and to purchase equipment for the HazMat team, such as laptop computers, decontamination equipment (sprayers, shelters), mitigation equipment (water injection kits, hoses, pumps, saws), detection and identification equipment (detectors, meters).

§2. The RPA will commence upon execution and remain in effect for a period of five (5) years.

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

§4. This Act shall take effect immediately.

**Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2020 HazMat Grant Program**

Parties

The parties to the Regional Partnership Agreement (RPA) are the Counties of Westchester, Putnam and Dutchess.

Purpose

This RPA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2020 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2020 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2020 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2020 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2020 HazMat Grant Program.

The SP is required to use the funds received through the FY2020 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

General Responsibilities of the Participating Partner(s) (PP)

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2020 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2020 HazMat Grant Program are outlined below:

Project

1. Equipment specifications and purchase
2. Equipment inventory survey.
3. Training and Exercise Support

Responsibilities of Submitting Partner

1. Draft specifications and purchase HazMat equipment (1) for Westchester County Department of Emergency Services HazMat Response Team, (2) Putnam County Emergency Services HazMat Team and (3) Dutchess County Emergency Response HazMat Division. Know all terms of equipment warranty and maintenance contract.
2. Westchester County Department of Emergency Services to take delivery of equipment, perform repair/maintenance as required under the warranty and maintenance contract and distribute to regional partners having obtained an equipment receipt from partners and established an equipment inventory process to be used by regional partners
3. Continue to train with regional partners; establish a training & exercise schedule; document meetings, training and exercises/drills.
4. The County of Westchester will maintain all right, title and interest to the HazMat equipment.

Responsibilities of each Participating Partner

1. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to have input in equipment selection.
2. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to take delivery of HazMat equipment and sign a receipt form to document that equipment was received and in good working order. Any malfunction or damage to the equipment will be reported to the Westchester County Department of Emergency Services HazMat Team leader immediately.
3. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division will assist in the design of training courses and exercises.
4. While Westchester County will properly maintain the field detection units, the individual counties will sustain the Chemical Protective Clothing (CPC) that will be distributed among the three teams.

Insurance and Indemnification

Each Participating Partner agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", each Participating Partner agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County of Westchester, the Participating Partners shall indemnify and hold harmless the County of Westchester, its officers, elected officials, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the possession and/or use, performance or failure to perform hereunder by the Participating Partners or third parties under the direction or control of the Participating Partners; and

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

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

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services

Primary Contact: Doug Stiller (914)-231-1689 dksc@westchestergov.com
Secondary Contact: Neil Caputo (914) 231-1178 nfc2@westchestergov.com

Participating Partner: Putnam County Bureau of Emergency Services

Primary Contact: Kenneth Clair, Jr.(845)808-4000 x 41107 Ken.clair@putnamcountyny.gov
Secondary Contact: Robert Lipton (845) 808-4000 x41101
Robert.lipton@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080 dalfonso@co.dutchess.ny.us
Secondary Contact: Dana Smith (845) 486-2080 dsmith@co.dutchess.ny.us

Effective Date

The RPA shall commence upon execution and shall remain in effect for five (5) years.

Applicable Law

Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

Modification

This RPA may be modified upon the signed consent of all the parties to the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2023
by Act No. - _____

Approved

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

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

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

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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

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