



Budget & Appropriations Meeting Agenda

Committee Chair: Catherine Borgia

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

Monday, June 28, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Law & Major Contracts, Public Works & Transportation and Public Safety

Please Note: Chairwoman Catherine Borgia will be joining the meeting remotely. Her address will be: Clear View School and Day Treatment Center, 480 Albany Post Road, Briarcliff, NY 10510

MINUTES APPROVAL

Monday, June 14, 2021 10 AM Minutes

I. ITEMS FOR DISCUSSION

1. [2021-360](#) **ACT - Lawsuit Settlement Kastrati v. Bee Line System**

AN ACT authorizing the County Attorney to settle the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System in the amount of FOUR MILLION (\$4,000,000) DOLLARS, inclusive of attorney's fees.

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

Joint with LMC

Guests: County Attorney John Nonna and Associate County Attorney Jane Hogan Feliz

2. [2021-367](#) **ACT - Settlement of Workers Comp Lien (M.P.D.)**

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

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

Joint with LMC

Guests: County Attorney John Nonna and Senior Assistant County Attorney Sean Carey

3. [2021-368](#) **ACT - Settlement of Workers Comp Lien (J.V.)**

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a county employee from a settlement of

her legal action against a third-party tortfeasor.

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

Joint with LMC

Guests: County Attorney John Nonna and Senior Assistant County Attorney Sean Carey

4. [2021-369](#) **ACT - Settlement of Workers Comp Benefits (R.B.)**

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

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

Joint with LMC

Guests: County Attorney John Nonna and Senior Assistant County Attorney Sean Carey

5. [2021-370](#) **ACT - Settlement of Workers Comp Benefits (J.G.)**

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

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

Joint with LMC

Guests: County Attorney John Nonna and Senior Assistant County Attorney Sean Carey

6. [2021-371](#) **ACT - Settlement of Workers Comp Benefits (B.P.)**

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

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

Joint with LMC

Guests: County Attorney John Nonna and Senior Assistant County Attorney Sean Carey

7. [2021-4](#) **BOND ACT-A0099-Airport Natural Gas Pipeline**

A BOND ACT authorizing the issuance of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS in bonds of Westchester County to finance Capital Project A0099 - Airport Natural Gas Pipeline (formerly MT # 13032)

Joint with PWT

Guests: Commissioner Hugh Greechan, Program Coordinator (Capital Planning) Robert Abbamont and Jim Antonaccio - Department of Public Works & Transportation

8. [2021-377](#) **ENV RES-Capital Projects A0097 & A0116**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project A0097 - Domestic Water System Improvements and Capital Project A0116 - Backflow Preventer Facility and Water Supply Improvements.

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

Joint with PWT

Guests: Commissioner Hugh Greechan, Program Coordinator (Capital Planning) Robert Abbamont and Jim Antonaccio - Department of Public Works & Transportation

9. [2021-378](#) **CBA-A0097-Domestic Water System Improvements**

AN ACT amending the 2021 County Capital Budget Appropriations for Capital Project A0097 - Domestic Water System Improvements.

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

Joint with PWT

Guests: Commissioner Hugh Greechan, Program Coordinator (Capital Planning) Robert Abbamont and Jim Antonaccio - Department of Public Works & Transportation

10. [2021-379](#) **BOND ACT(Amended)-A0097 & A0116**

A BOND ACT (amended) authorizing the issuance of SEVENTEEN MILLION, SIX HUNDRED THIRTY-FIVE THOUSAND (\$17,635,000) DOLLARS in bonds of Westchester County to finance Capital Project A0097 - Domestic Water System Improvements and Capital Project A0116 - Backflow Preventer Facility and Water Supply Improvements.

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

Joint with PWT

Guests: Commissioner Hugh Greechan, Program Coordinator (Capital Planning) Robert Abbamont and Jim Antonaccio - Department of Public Works & Transportation

11. [2021-392](#) **IMA - City of New Rochelle - National Night Out**

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of New Rochelle ("City"), acting by and through its Police Department, pursuant to which the City will provide its National Night Out program within the period from January 1, 2021 through December 31, 2021 for a total amount not to exceed TWO THOUSAND, ONE HUNDRED THIRTY-TWO (\$2,132) DOLLARS.

COMMITTEE REFERRALS: COMMITTEE ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with PS

12. [2021-395](#) **PH-WCC 2021-2022 Budget**

A RESOLUTION to set a Public Hearing on an ACT adopting the Westchester Community

College Budget for 2021-2022 and making appropriations for the operation of Westchester Community College. [Public Hearing set for _____, at _____m.]

Budget only

13. [2021-396](#) WCC Budget 2021-2022 Suspension of Rules

A RESOLUTION suspending certain Rules of the Board of Legislators solely with regard to the proposed 2021-2022 Westchester Community College Budget.

Budget only

14. [2021-397](#) WCC Budget 2021-2022 Public Hearing Rules

A RESOLUTION adopting the Rules for the Westchester Community College proposed 2021-2022 Budget Public Hearing.

Budget only

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

May 25, 2021

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

Re: Request for authorization to settle the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., in Bronx County Supreme Court, Index No. 32184/2020E, in the amount of \$4,000,000.00 inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., in the amount of \$4,000,000.00 inclusive of attorney's fees.

This matter is pending in the Bronx County Supreme Court. The matter tentatively settled at mediation pending this Board's approval of a settlement in the amount of \$4,000,000.00, inclusive of attorney's fees. The County will pay the \$100,000.00 deductible pursuant to its insurance policy with New York Municipal Insurance Reciprocal (NYMIR) and NYMIR will pay the remaining \$3,900,000.00.

The Cakani Law Firm, 111 John Street, New York New York 10038, is representing the plaintiff. Maroney O'Connor has been assigned by NYMIR to represent Liberty Lines Inc. and the County of Westchester.

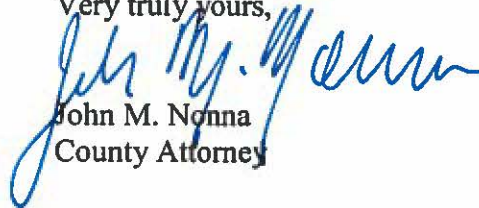
This matter arises out of a pedestrian knockdown accident which occurred on October 29, 2019, at approximately 8:15 p.m., at the intersection of Paul Avenue and West Bedford Park Blvd in the Bronx. The bus was traveling southbound on Paul Avenue and making a left turn on to West Bedford Park Blvd when it struck the decedent in the intersection.

The plaintiff was taken by ambulance to St. Barnabas Emergency Room where she was diagnosed with a subdual hematoma covering portions of the frontal, parietal and temporal lobes of the brain as well as facial fractures. She underwent surgery for a craniotomy and a tracheotomy. She was transferred to Helen Hayes Rehabilitation Facility where she received physical and occupational therapy and remained in a coma. She developed fever and infections and died on January 7, 2020. Evidence was disclosed during discovery that plaintiff felt pain while in a coma, from October 29, 2019 and January 7, 2020. The driver of the bus was criminally charged with failure to yield to a pedestrian, lost his license for 75 days, and was fined \$500.00.

The plaintiff will argue that the bus driver was negligent in his operation of the bus by failing to observe her in the intersection. The plaintiff will further argue that the bus driver's negligence was the proximate cause of her injuries.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., in the amount of \$4,000,000.00 inclusive of attorney's fees.

Very truly yours,



John M. Nonna
County Attorney

JMN/jhf

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., in the amount of \$4,000,000.00 inclusive of attorney's fees.

This matter is pending in the Bronx County Supreme Court. The matter tentatively settled at mediation pending this Board's approval of a settlement in the amount of \$4,000,000.00, inclusive of attorney's fees. The County will pay the \$100,000.00 deductible pursuant to its insurance policy with New York Municipal Insurance Reciprocal (NYMIR) and NYMIR will pay the remaining \$3,900,000.00.

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The plaintiff will argue that the bus driver was negligent in his operation of the bus by failing to observe her in the intersection. The plaintiff will further argue that the bus driver's negligence was the proximate cause of her injuries.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., in the amount of \$4,000,000.00 inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of

ACT NO. -2021

AN ACT authorizing the County Attorney to settle the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al. Bronx County Supreme Court Index No. 32184/2020, in the amount of \$4,000,000.00, inclusive of attorney's fees

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

Section 1. The County Attorney is authorized to settle the lawsuit of Blerina Kastrati and Faik Bukleta as co-administrators of the Estate of Fatmire Kastrati v. Bee-Line Bus System, et al., Bronx County Supreme Court Index No. 32184/2020, in the amount of \$4,000,000.00 inclusive of attorney's fees. The County will pay \$100,000.00 deductible pursuant to its insurance policy with NYMIR and NYMIR will pay the remaining \$3,900,000.00.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlmnt Kastrati v. Bee-Line et al.

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 100,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 615 59 0699 4370 4420 (\$50,000); 615 59 0699 4370 4280 (\$50,000)

County Bus Liability Insurance Deductible

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: n/a

Next Four Years: n/a

Prepared by: Dianne Vanadia

Title: Sr. Budget Analyst

Department: Budget

Date: May 25, 2021

Reviewed By: 

Budget Director

Date: 5/26/21

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

July 3, 2021

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

Re: An Act authorizing the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of her legal action against a third-party tortfeasor.

Dear Honorable Members of the Board:

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

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

Accordingly, I seek authorization to compromise the following claim:

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

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



On November 6, 2019, M.P.D., an eligibility examiner in the Westchester County Department of Social Services (the "Department"), was injured while climbing the stairs at 10 County Center Drive (the "Subject Property"). As of the result of the accident, M.P.D. sustained injuries to her right shin, right shoulder, and neck. As a result of the injuries, M.P.D. missed three days of work, and returned to work on Tuesday, November 12, 2019.

M.P.D. filed a claim for her injury with the NYS Workers' Compensation Board, which the County controverted with respect to the neck and right shoulder. Ultimately, a Workers' Compensation Board Judge awarded those injury sites to the claimant.

On a parallel track to her Workers' Compensation claim, M.P.D. retained counsel to commence a personal injury action against Ziza Associates, LLC ("Ziza"), and Bajraktari Realty Management Corp. ("BRMC") as the owners of the Subject Property. M.P.D. is now represented by Jeffrey Saunders, Esq., of BELDOCK & SAUNDERS, P.C. Ziza and BRMC are represented by Gregg Scott Scharaga, Esq., of THE CHARTWELL LAW OFFICES, LLP.

On or about June 1, 2021, M.P.D. agreed in principle to settle her personal injury claim for sixty thousand and 00/100 dollars (\$60,000.00), pending the consent of the County. In connection with the proposed settlement, M.P.D.'s counsel notified this Office that his fee in this matter is 1/3rd of the total recovery, or twenty thousand and 00/100 dollars (\$20,000.00), and that disbursements total one thousand three hundred twenty-five and 32/100 dollars (\$1,325.32).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on M.P.D.'s behalf in the amount of four thousand five hundred sixty-five and 55/100 dollars (\$4,565.55) and indemnity (lost wage) benefits in the amount of eight hundred twenty-seven and 30/100 dollars (\$827.30) for a total expenditure of five thousand three hundred ninety-two and 85/100 dollars (\$5,392.85).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to compromise the County's claim for reimbursement by reducing its lien by 35.55%, equaling a dollar reduction of one thousand nine hundred seventeen and 16/100 dollars (\$1,917.16). The County would thereafter accept in satisfaction of its present lien a total of three thousand four hundred seventy-five and 69/100 dollars (\$3,475.69). After the County is reimbursed and counsel fees are paid, M.P.D. would receive thirty-five thousand one hundred ninety-eight and 99/100 dollars (\$35,198.99).

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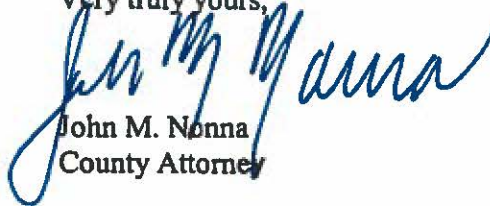
For the convenience of the reader, a chart of the aforementioned figures appears below:

Worker's Compensation Amounts	
Medical Expenses	\$4,565.55
Indemnity (Lost Wage) Payments	\$827.30
Worker's Comp, TOTAL	\$5,392.85

Litigation Amounts	
Third-Party Settlement (Gross Amt)	\$60,000.00
Disbursements	\$1,325.32
Attorney's Fees	\$20,000.00
Cost of Litigation (COL)	\$21,325.32
Net Proceeds of Third-Party Settlement	\$38,674.68
Percentage COL	35.55%
Carrier's COL	\$1,917.16
Carrier's Net Lien	\$3,475.69
Claimant's Net Recovery	\$35,198.99

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

Very truly yours,



John M. Nonna
County Attorney

JMN/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

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

On November 6, 2019, M.P.D., an eligibility examiner in the Westchester County Department of Social Services (the "Department"), was injured while climbing the stairs at 10 County Center Drive (the "Subject Property"). As of the result of the accident, M.P.D. sustained injuries to her right shin, right shoulder, and neck. As a result of the injuries, M.P.D. missed three days of work, and returned to work on Tuesday, November 12, 2019.

M.P.D. filed a claim for her injury with the NYS Workers' Compensation Board, which the County controverted with respect to the neck and right shoulder. Ultimately, a Workers' Compensation Board Judge awarded those injury sites to the claimant.

On a parallel track to her Workers' Compensation claim, M.P.D. retained counsel to commence a personal injury action against Ziza Associates, LLC ("Ziza"), and Bajraktari Realty Management Corp. ("BRMC") as the owners of the Subject Property.

On or about June 1, 2021, M.P.D. agreed in principle to settle her personal injury claim for sixty thousand and 00/100 dollars (\$60,000.00), pending the consent of the County. In connection with the proposed settlement, M.P.D.'s counsel notified this Office that his fee in this matter is 1/3rd of the total recovery, or twenty thousand and 00/100 dollars (\$20,000.00), and that disbursements total one thousand three hundred twenty-five and 32/100 dollars (\$1,325.32).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on M.P.D.'s behalf in the amount of four thousand five hundred sixty-five and 55/100 dollars (\$4,565.55) and indemnity (lost wage) benefits in the amount of eight hundred twenty-seven and 30/100 dollars (\$827.30) for a total expenditure of five thousand three hundred ninety-two and 85/100 dollars (\$5,392.85).

Based upon a review of the facts and circumstances of this matter, this Office recommends a compromise the County's claim for reimbursement by reducing its lien by 35.55%, equaling a dollar reduction of one thousand nine hundred seventeen and 16/100 dollars (\$1,917.16). The County would thereafter accept in satisfaction of its present lien a total of three thousand four hundred seventy-five and 69/100 dollars (\$3,475.69). After the County is reimbursed and counsel fees are paid, M.P.D. would receive thirty-five thousand one hundred ninety-eight and 99/100 dollars (\$35,198.99).

[Remainder of Page Intentionally Left Blank]

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

Dated: White Plains, New York
June __, 2021

ACT NO. 2021

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

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "M.P.D.", from a settlement of her legal action against a third party. The County's reimbursement is \$ \$3,475.69, representing a 35.55% reduction of its lien, with full reservation of the County's right to set off M.P.D.'s net recovery against any future compensation in accordance with the provisions of New York State Workers' Compensation Law.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Lien (M.P.D.)

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 \$ 3,475.69

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 613-57-0019-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

Reviewed By: 

Budget Department

6/2/21

If you need more space, please attach additional sheets.

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

June 2, 2021

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

Re: An Act authorizing the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of her legal action against a third-party tortfeasor.

Dear Honorable Members of the Board:

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

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

Accordingly, I seek authorization to compromise the following claim:

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 911-995-3630

Fax: 911-995-3132*

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



On February 17, 2017, J.V., a police officer in the Westchester County Department of Public Safety (the "Department"), slipped on ice in the driveway of 21 New Castle Drive, Mount Kisco, NY (the "Subject Property"). As a result of the fall, he injured his back, neck, and left wrist in the fall. J.V. never returned to work following his injury, and he retired from service on February 9, 2021.

J.V. filed a claim for her injury with the NYS Workers' Compensation Board, which was uncontroverted. On a parallel track to his Workers' Compensation claim, J.V. retained counsel of commence a personal injury action against those responsible for maintaining the Subject Property, including Wells Fargo Bank, N.A. ("Wells Fargo"), Select Portfolio Servicing, Inc. ("SPS"), and Home Loan Services, Inc. d/b/a First Franklin Mortgage Loan Trust ("HLS"). J.V.'s counsel is James V. Galvin, Esq., of BONACIC AND MCMAHON, LLP. Wells Fargo and SPS are both represented by Lawrence Jay Buchman, Esq. of PILLINGER, MILLER & TARALLO, LLP. HLS is represented by Jason Robert Lipkin, Esq. of WINSTON & STRAWN LLP.

On or about May 1, 2021, J.V. agreed in principal to settle his personal injury claim with *HLS* only for five thousand and 00/100 dollars (\$5,000.00), pending the consent of the County. In connection with the proposed settlement, J.V.'s counsel notified this Office that if the settlement is approved, he will place the settlement funds in escrow pending full resolution of this matter; until this matter is fully resolved, there will be no disbursements or accounting of attorney's fees, costs, and disbursements.

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on J.V.'s behalf in the amount of sixty-six thousand six hundred seventy-five and 49/100 dollars (\$66,675.49), paid indemnity (lost wage) benefits in the amount of thirty-three thousand eight hundred eighty-one and 34/100 dollars (\$33,881.34)—brining the County's total expenditures in this matter to one hundred thousand five hundred fifty-six and 83/100 (\$100,556.83).

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

Worker's Compensation Amounts	
Medical Expenses	\$66,675.49
Indemnity (Lost Wage) Payments	\$33,881.34
Worker's Comp, TOTAL	\$100,556.83

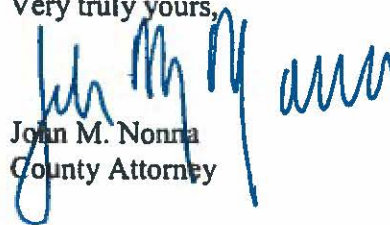
Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to accept the proposed settlement while deferring collection of this lien. A deferral is warranted because:

- (i) if the County were to recover immediately on the proposed settlement, such recovery would absorb the entire settlement; and
- (ii) if the County's full lien were imposed, the County would be forced to incur the full cost of litigation—a possibility that could be avoided depending on the recovery, if any, against the remaining defendants.

Note that deferral of recovery is in no way a waiver of recovery, and J.V. will be required to apply to the BOL for both disbursement of the proposed settlement and approval/disbursement of any future settlement (with such approval presumably provided in a single piece of legislation).

I respectfully request authority from this Board pursuant to Section 158.11(5) of the Westchester County Charter to compromise the County's right to be reimbursed for health care and wage benefits paid to or on behalf of J.V. from his recovery against a third-party tortfeasor. I therefore recommend passage of the accompanying Act.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John M. Nonna", written over the typed name.

John M. Nonna
County Attorney

JMN/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

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

On February 17, 2017, J.V., a police officer in the Westchester County Department of Public Safety (the "Department"), slipped on ice in the driveway of 21 New Castle Drive, Mount Kisco, NY (the "Subject Property"). As a result of the fall, he injured his back, neck, and left wrist in the fall. J.V. never returned to work following his injury, and he retired from service on February 9, 2021.

J.V. filed a claim for her injury with the NYS Workers' Compensation Board, which was uncontroverted. On a parallel track to his Workers' Compensation claim, J.V. retained counsel of commence a personal injury action against those responsible for maintaining the Subject Property, including Wells Fargo Bank, N.A. ("Wells Fargo"), Select Portfolio Servicing, Inc. ("SPS"), and Home Loan Services, Inc. d/b/a First Franklin Mortgage Loan Trust ("HLS").

On or about May 1, 2021, J.V. agreed in principal to settle his personal injury claim with *HLS only* for five thousand and 00/100 dollars (\$5,000.00), pending the consent of the County. In connection with the proposed settlement, J.V.'s counsel notified this Office that if the settlement is approved, he will place the settlement funds in escrow pending full resolution of this matter; until this matter is fully resolved, there will be no disbursements or accounting of attorney's fees, costs, and disbursements.

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on J.V.'s behalf in the amount of sixty-six thousand six hundred seventy-five and 49/100 dollars (\$66,675.49), paid indemnity (lost wage) benefits in the amount of thirty-three thousand eight hundred eighty-one and 34/100 dollars (\$33,881.34)—bringing the County's total expenditures in this matter to one hundred thousand five hundred fifty-six and 83/100 (\$100,556.83).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to accept the proposed settlement while deferring collection of this lien. A deferral is warranted because (i) if the County were to recover immediately on the proposed settlement, such recovery would absorb the entire settlement; and (ii) if the County's full lien were imposed, the County would be forced to incur the full cost of litigation—a possibility that could be avoided depending on the recovery, if any, against the remaining defendants.

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

Dated: White Plains, New York
June __, 2021

ACT NO. 2021

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

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "J.V.", from a settlement of her legal action against a third party. The County's reimbursement is deferred pending resolution of the third party action as against the remaining defendants, with full reservation of the County's right to set off J.V.'s net recovery against any future compensation in accordance with the provisions of New York State Workers' Compensation Law.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Lien (J.V.)

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: 613-57-0017-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

Reviewed By: 

Budget Department

4/3/21

If you need more space, please attach additional sheets.

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

May 25, 2021

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

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

Dear Honorable Members of the Board:

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

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

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

This settlement is based upon the following criteria:

1. The degree of disability;
2. The claimant's estimated life expectancy; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914- 995-3132*

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



Injury and Subsequent Employment History

On March 30, 2006, R.B.—a then 45-year-old Captain who had been working for the Department of Correction for approximately 21-and-a-half years—injured his neck and back when he sat down in a broken chair that gave way underneath him. R.B. worked for six years following the date of injury. His last day on the job was February 27, 2012, and he retired from County service effective November 20, 2012.

Workers' Compensation Claim

Shortly after the injury, R.B. filed a claim with the NYS Workers' Compensation Board ("WCB"), which was not controverted. As of the date of this legislation, WCB has yet to issue a permanent partial disability ("PPD") award. The County is therefore under no direction to continue payments to R.B. However, both R.B.'s doctor and an Independent Medical Examiner (the "IME") who examined R.B. at the County's direction agree that R.B. is permanently partially disabled.

It is the opinion of Triad Group, LLC ("Triad")—*i.e.*, the third-party administrator for the County's workers' compensation plan—that should the County decline to settle, a PPD award is a certainty.

As of May 25, 2021, the County has expended on this matter indemnity (lost wage) benefits totaling \$107,579.62, medical payments totaling \$48,763.63, and additional payments totaling \$9,990.00, for a grand total of \$166,333.25.

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

Expenses to Date				
	Indemnity	Medical	Other	Total
WCB No. G0299426	\$ 107,579.62	\$ 48,763.63	\$ 9,990.00	\$ 166,333.25

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Future Exposure

Any PPD award would include two parts: an *indemnity piece* and a *medical piece*.

Indemnity Piece:

Because R.B.'s injury occurred before March 13, 2007, his award is uncapped (*see* L 2007, ch 6, §§ 4, 82 [a] [codified at Workers Compensation Law § 15 [3] [w])). Any PPD award would therefore continue for the remainder of R.B.'s life. Using Monday, June 28, 2021, as the estimated date on which the instant legislation—if approved—would be approved, Triad calculated that R.B.'s life expectancy as 22.9 years.

The date of R.B.'s injury also entitles him to the max weekly rate for lifetime benefits, which is \$400.00 per week.

As a result of the foregoing, the total indemnity (lost wage) exposure in this matter—not reduced to net present value—is \$400/week for 22.9 years for a total of \$477,200.00. Reducing that amount to net present value using a 5% discount rate brings that figure to \$287,353.78.

For the reader's convenience, a chart setting forth these figures appears immediately below.

Indemnity Exposure Calculation	
Weekly Rate of Indemnity (Est.)	\$ 400.00
Legislation Approval Date (Est.)	6/28/2021
Life Expectancy Calculation (from Est. Legislation Date)	22.9 years
Total Reserve (Not Reduced to Net Present Value)	\$ 477,200.00
Discount Rate	5.0%
Total Reserve (Reduced to Net Present Value)	\$ 287,353.78

Medical Piece:

As in all PPD awards irrespective of the date of injury, the medical piece would run for the remainder of R.B.'s life.¹ After consulting the Centers for Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services ("CMS"), Triad has set the reserve for medical expenses in this matter at \$31,189.00.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Medical Exposure Calculation	
	Reserve
County Exposure	\$ 31,189.00

¹ Note, of course, that medical liability is limited to treatment of the subject injury.

Proposed Settlement

The proposed settlement has three pieces: an indemnity piece, a medical piece, and a close out of certain legacy cases.

Indemnity Piece:

The proposed settlement's indemnity piece is a one-time payout of \$208,000.00. As compared to the net present value of the indemnity reserve (\$287,353.78), this payout would save the County \$79,353.78.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Projected Savings	
	Indemnity
County Exposure	\$ 287,353.78
Proposed Settlement	\$ 208,000.00
Potential Savings	\$ 79,353.78

Medical Piece:

The proposed settlement's medical piece involves a Workers' Compensation Medicare Set-Aside Arrangement (the "MSA"). If the MSA—which CMS has already pre-approved—is authorized, the County will (i) deposit seed money into an interest-bearing account maintained by R.B., which R.B. could draw from to pay future Medicare-covered, reimbursable medical treatment costs, and (ii) purchase an annuity, the payments from which will be deposited into R.B.'s interest-bearing account yearly for twenty years (*see* 42 USC § 1395y [b] [Medicaid Secondary Payer Statute]).

The proposed seed money payment is \$3,889.00, and the proposed annuity will cost the County \$19,904.00, for a total structured settlement payment of \$23,793.00. As a result of the anticipated yield of the annuity, the total benefit of the MSA to R.B. is \$31,189.00.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Proposed MSA			
	Cost	Guaranteed Yield	Expected Payments Over Lifetime
Seed Money	\$ 3,889.00	\$ 3,889.00	\$ 3,889.00
Annuity	\$ 19,904.00	\$ -	\$ 27,300.00
Structured Settlement Totals	\$ 23,793.00	\$ 3,889.00	\$ 31,189.00

Close-Out of Legacy Cases:

As an additional sweetener for settling the above-discussed workers' compensation claim (DOA 03/30/06; WC-PF265022; WCB No. G0299426), R.B. has agreed to sign a General Release and close out nine unrelated injury claims against the County.

Summary

The County's total obligation under the proposed settlement—including both the indemnity payout and MSA—is \$231,793.00. If the County accepts the proposed settlement, the potential savings to the County will total \$86,749.78. Moreover, the proposed settlement, will terminate the County's obligation to pay future indemnity and medical benefits to or on behalf of R.B.

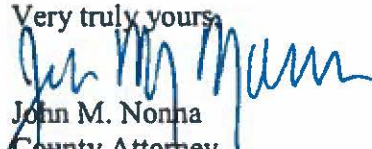
For the reader's convenience, a chart of the summary figures appears below:

Projected Savings				
	Indemnity	Medical	Other	Total
County Exposure	\$ 287,353.78	\$ 31,189.00	\$ -	\$ 318,542.78
Proposed Settlement	\$ 208,000.00	\$ 23,793.00	\$ -	\$ 231,793.00
Potential Savings	\$ 79,353.78	\$ 7,396.00	\$ -	\$ 86,749.78

Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing (\$231,793.00) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,


John M. Nonna
County Attorney


Ann Marie Berg
Commissioner of Finance

JMN/AMB/stc

**BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

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

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

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

Employee:	R.B.
Department:	Correction
Date of Injury:	March 30, 2006
Injuries:	Neck and Back
Lump-Sum Settlement (Medical & Indemnity):	\$ 231,793.00

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

Dated: White Plains, New York
June __, 2021

ACT NO. 2021

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

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to R.B., a former employee, by contributing \$ 231,793.00 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.
2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (R.B.)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 231,793

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 613-57-0006-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

WM Reviewed By: _____

Budget Department

6/3/21

If you need more space, please attach additional sheets.

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

May 25, 2021

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

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

Dear Honorable Members of the Board:

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

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

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

This settlement is based upon the following criteria:

1. The degree of disability;
2. The claimant's estimated life expectancy; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

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



Injury and Subsequent Employment History

On Friday, January 19, 2018, J.G.—a then 46-year-old senior social caseworker in the Department of Social Services who had been working for the County for approximately 9-and-a-half years—was in Dutchess County conducting court-ordered visits of school-aged children who were domiciliaries of Westchester County. Thanks to a recent snowfall, the roads were slick with snow and ice.

At approximately noon, on Jansen Avenue in Holmes, N.Y., a vehicle driving in the opposite direction while straddling the double yellow centerline ran J.G. off the road and into a ditch. That vehicle did not stop; neither the vehicle nor its driver was ever identified.

As a result of the accident, J.G. injured her cervical spine, lumbar spine, hips, left shoulder, and right wrist. J.G. never returned to work. Approximately eighteen months later, on October 12, 2019, J.G. retired from service.

Workers' Compensation Claim

Shortly after the injury, J.G. filed a claim with the NYS Workers' Compensation Board ("WCB"), which was not controverted. After J.G. exhausted all of her leave balances, the County began paying J.G. indemnity (lost wage) payments at the rate of \$529.09 per week.

After a hearing held on June 6, 2019, on July 9, 2020, the WCB issued an award in which it

- (i) classified J.G. as having a permanent partial disability ("PPD");
- (ii) found that, as a result of the injury, J.G. suffered a 40% loss of wage earning capacity;
- (iii) determined that J.G. was entitled to 275 weeks of wage loss benefits at the rate of \$529.09 per week, with such benefits beginning to accrue on the hearing date.

As of May 25, 2021, the County has expended on this matter indemnity (lost wage) benefits totaling \$91,332.58, medical payments totaling \$20,436.66, and additional payments totaling \$16,946.50, for a grand total of \$128,715.74.

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

Expenses to Date				
	Indemnity	Medical	Other	Total
WCB Case No. G210-3203	\$ 91,332.58	\$ 20,436.66	\$ 16,946.50	\$ 128,715.74

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Future Exposure

As in all such matters, J.G.'s award includes two parts: an *indemnity piece* and a *medical piece*.

Indemnity Piece:

J.G.'s 275-week award began June 6, 2019, and it is scheduled to expire on October 13, 2025. The anticipated approval date for the instant litigation is Monday, June 28, 2021.

As a result of the foregoing, the total indemnity (lost wage) exposure in this matter—not reduced to net present value—is 224 weeks at a rate of \$529.09 per week for a total of \$118,516.16. Reducing that amount to net present value using a 5% discount rate brings that figure to \$106,869.94.

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

Indemnity Exposure Calculation	
Weekly Rate of Indemnity	\$ 529.09
Date of Plan's Approval (Estimated)	6/28/2021
Total Exposure (from Date of Plan's Approval)	224 weeks
Total Amount of Award (Not Reduced to Net Present Value)	\$ 118,516.16
Discount Rate	5.0%
Total Reserve (Reduced to Net Present Value)	\$ 106,869.94

Medical Piece:

While the PPD's indemnity piece is capped, the medical piece would run for the remainder of J.G.'s life.¹ Triad Group, LLC ("Triad")—*i.e.*, the third-party administrator for the County's workers' compensation plan—has set the reserve for medical expenses in this matter at \$65,485.00.²

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

Medical Exposure Calculation	
	Reserve
WCB Case No. G210-3203	\$ 65,485.00

[Remainder of Page Intentionally Left Blank]

¹ Note, of course, that medical liability is limited to treatment of the subject injury.

² In most Section 32 settlements that come before the Board of Legislators, the reserve is set after consultation with the Centers for Medicare & Medicaid Services ("CMS"), a federal agency within the U.S. Department of Health and Human Services. In this matter, because J.G. is in the "waiting period" for CMS/Medicare Benefits and because the settlement value is under \$250,000, CMS's approval is not required.

Proposed Settlement

As with the PPD award, the proposed settlement has two pieces: an indemnity piece and a medical piece.

Indemnity Piece:

The proposed settlement's indemnity piece is a one-time payout of \$80,000.00. As compared to the net present value of the indemnity reserve (\$106,869.94), this payout would save the County \$26,869.94.

For the reader's convenience, a chart illustrating same appears below.

Projected Savings	
	Indemnity
County Exposure	\$ 106,869.94
Proposed Settlement	\$ 80,000.00
Potential Savings	\$ 26,869.94

Medical Piece:

The proposed settlement's medical piece involves a Workers' Compensation Medicare Set-Aside Arrangement (the "Proposed MSA"). If the Proposed MSA is authorized, the County will

- (i) deposit seed money into an interest-bearing account maintained by J.G., which J.G. could draw from to pay future Medicare-covered, reimbursable medical treatment costs, and
- (ii) purchase an annuity, the payments from which will be deposited into J.G.'s interest-bearing account yearly for twenty years

(see 42 USC § 1395y [b] [Medicaid Secondary Payer Statute]).

The proposed seed money payment is \$4,225.00, and the proposed annuity will cost the County \$40,285.00. The County's total expense is therefore \$44,510.00. As a result of the annuity, the total benefit of the proposed MSA to J.G. is \$65,485.00.

For the reader's convenience, a chart illustrating same appears below.

Proposed MSA			
	Cost	Guaranteed Yield	Expected Payments Over Lifetime
Seed Money	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00
Annuity	\$ 40,285.00	\$ -	\$ 61,260.00
Structured Settlement Totals	\$ 44,510.00	\$ 4,225.00	\$ 65,485.00

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Summary

The County's total obligation under the proposed settlement—including both the indemnity payout and MSA—is \$124,510.00. If the County accepts the proposed settlement, the potential savings to the County will total \$47,844.94. Moreover, the proposed settlement, will terminate the County's obligation to pay future indemnity and medical benefits to or on behalf of J.G.


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

Projected Savings				
	Indemnity	Medical	Other	Total
County Exposure	\$ 106,869.94	\$ 65,485.00	\$-	\$ 172,354.94
Proposed Settlement	\$ 80,000.00	\$ 44,510.00	\$-	\$ 124,510.00
Potential Savings	\$ 26,869.94	\$ 20,975.00	\$-	\$ 47,844.94

Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing (\$124,510.00) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,


John M. Nonna
County Attorney


Ann Marie Berg
Commissioner of Finance

JMN/AMB/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

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

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

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

Employee:	J.G.
Department:	Social Services
Date of Injury:	January 18, 2018
Injuries:	Spine, Hips, Left Shoulder, Right Wrist
Lump-Sum Settlement (Medical & Indemnity):	\$124,510.00

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

Dated: White Plains, New York
June __, 2021

ACT NO. 2021

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

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to J.G., a former employee, by contributing \$ 124,510.00 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.

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

3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (J.G.)

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 \$ 124510

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 613-57-0018-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

WMC Reviewed By: *[Signature]*
Budget Department
6/3/21

If you need more space, please attach additional sheets.



George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

May 26, 2021

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

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

Dear Honorable Members of the Board:

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

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

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

This settlement is based upon the following criteria:

1. The degree of disability;
2. The claimant's estimated life expectancy; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

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



Injury and Subsequent Employment History

On August 12, 2003, B.P.—a then 47-year-old Correction Officer who had been working for the Department of Correction for approximately 15 years—was attacked by an inmate. As a result of the attack, B.P. sustained injuries to her neck, back, right shoulder and both knees. Following the attack, B.P. worked intermittently for approximately four months. Her last day on the job was December 31, 2003. She retired from service effective July 19, 2005.

Workers' Compensation Claim

Shortly after the injury, B.P. filed a claim with the NYS Workers' Compensation Board ("WCB"), which was not controverted.

On August 24, 2006, the WCB issued an award in which it:

- (i) classified B.P. as having a permanent partial disability ("PPD"); and
- (ii) determined that B.P. was entitled to lifetime wage loss benefits at the rate of \$400.00 per week.

As of January 2021, the County had expended on this matter indemnity (lost wage) benefits totaling \$317,536.00, medical payments totaling \$252,784.15, and additional payments totaling \$16,506.01, for a grand total of \$586,826.16.

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

Expenses to Date				
	Indemnity	Medical	Other	Total
WCB Claim No. 30310439	\$317,536.00	\$252,784.15	\$16,506.01	\$586,826.16

[Remainder of Page Intentionally Left Blank]

Future Exposure

As in all such matters, B.P.'s award includes two parts: an *indemnity piece* and a *medical piece*.

Indemnity Piece:

Because B.P.'s injury occurred before March 13, 2007, her award is uncapped (*see* L 2007, ch 6, §§ 4, 82 [a] [codified at Workers Compensation Law § 15 [3] [w]). Any PPD award would therefore continue for the remainder of B.P.'s life. Using Monday, June 28, 2021, as the estimated date on which the instant legislation—if approved—would be approved, Triad calculated that B.P.'s life expectancy as 19.7 years.

The date of B.P.'s injury also entitles her to the max weekly rate for lifetime benefits, which is \$400.00 per week.

As a result of the foregoing, the total indemnity (lost wage) exposure in this matter—not reduced to net present value—is \$400/week for 19.7 years for a total of \$410,000.00. Reducing that amount to net present value using a 5% discount rate brings that figure to \$263,533.40.

For the reader's convenience, a chart setting forth these figures appears immediately below.

Indemnity Exposure Calculation	
Weekly Rate of Indemnity	\$ 400.00
Legislation Approval Date (Est.)	6/28/2021
Life Expectancy Calculation (from Est. Legislation Date)	19.7 years
Total Reserve (Not Reduced to Net Present Value)	\$ 410,000.00
Discount Rate	5.0%
Total Reserve (Reduced to Net Present Value)	\$ 263,533.40

Medical Piece:

As in all PPD awards irrespective of the date of injury, the medical piece would run for the remainder of B.P.'s life.¹ After consulting the Centers for Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services ("CMS"), Triad has set the reserve for medical expenses in this matter at \$65,922.00.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Medical Exposure Calculation	
	Reserve
County Exposure	\$ 65,922.00

¹ Note, of course, that medical liability is limited to treatment of the subject injury.

Proposed Settlement

The proposed settlement has three pieces: an indemnity piece, a medical piece, and a close out of certain legacy cases.

Indemnity Piece:

The proposed settlement's indemnity piece is a one-time payout of \$150,000.00. As compared to the net present value of the indemnity reserve (\$263,533.40), this payout would save the County \$113,533.40.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Projected Savings	
	Indemnity
County Exposure	\$263,533.40
Proposed Settlement	\$150,000.00
Potential Savings	\$113,533.40

Medical Piece:

The proposed settlement's medical piece involves a Workers' Compensation Medicare Set-Aside Arrangement (the "MSA"). If the MSA—which CMS has already pre-approved—is authorized, the County will (i) deposit seed money into an interest-bearing account maintained by B.P., which B.P. could draw from to pay future Medicare-covered, reimbursable medical treatment costs, and (ii) purchase an annuity, the payments from which will be deposited into B.P.'s interest-bearing account yearly for twenty years (see 42 USC § 1395y [b] [Medicaid Secondary Payer Statute]).

The proposed seed money payment is \$42,690.00, and the proposed annuity will cost the County \$20,035.16, for a total structured settlement payment of \$62,725.16. As a result of the anticipated yield of the annuity, the total benefit of the MSA to B.P. is \$65,922.00.

For the reader's convenience, a chart setting forth this figure appears immediately below.

Proposed MSA			
	Cost	Guaranteed Yield	Expected Payments Over Lifetime
Seed Money	\$42,690.00	\$42,690.00	\$42,690.00
Annuity	\$20,035.16	\$ -	\$23,232.00
Structured Settlement Totals	\$62,725.16	\$42,690.00	\$65,922.00

Close-Out of Legacy Cases:

As an additional sweetener for settling the above-discussed workers' compensation claim (DOA 08/12/03; PF235029; WCB No. 30310439), B.P. has agreed to sign a General Release and close out four unrelated injury claims against the County.

Summary

The County's total obligation under the proposed settlement—including both the indemnity payout and MSA—is \$212,725.16. If the County accepts the proposed settlement, the potential savings to the County will total \$116,730.24. Moreover, the proposed settlement, will terminate the County's obligation to pay future indemnity and medical benefits to or on behalf of B.P.


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

Projected Savings				
	Indemnity	Medical	Other	Total
County Exposure	\$263,533.40	\$65,922.00	\$ -	\$329,455.40
Proposed Settlement	\$150,000.00	\$62,725.16	\$ -	\$212,725.16
Potential Savings	\$113,533.40	\$3,196.84	\$ -	\$116,730.24

Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing (\$231,793.00) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,


John M. Nonna
County Attorney


Ann Marie Berg
Commissioner of Finance

JMN/AMB/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

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

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

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

Employee:	B.P.
Department:	Correction
Date of Injury:	August 12, 2003
Injuries:	Neck, back, right shoulder, and both knees
Lump-Sum Settlement (Medical & Indemnity):	\$ 212,725.16

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

Dated: White Plains, New York
June __, 2021

ACT NO. 2021

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

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to B.P., a former employee, by contributing \$ 212,725.16 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.
2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (B.P.) NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 212,725.16

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 613-57-0003-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

Reviewed By: 


Budget Department

6/3/21

If you need more space, please attach additional sheets.

October 19, 2020

TO: Hon. Benjamin Boykin, Chair
Hon. Alfreda Williams, Vice Chair
Hon. MaryJane Shimsky, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Bond Act – A0099 –
Airport Natural Gas Pipeline.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 19, 2020 Agenda.

Transmitted herewith for your review and approval is a bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$750,000 to finance the following capital project: A0099.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 19, 2020 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

October 15, 2020

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$750,000 to finance the following capital project:

A0099 – Airport Natural Gas Pipeline ("A0099").

The Bond Act, in the amount of \$750,000 would finance the cost of design of the new gas main loop at the Westchester County Airport, including all associated site work.

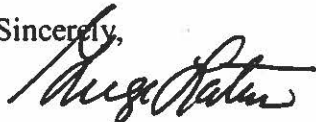
The Department of Public Works and Transportation ("Department") has advised that a natural gas pipeline is currently located at the southern boundary of the airport. The establishment of this utility service to various hangars and buildings will provide increased energy efficiency and the elimination of selected underground fuel storage tanks.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twenty-four (24) months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised that based on its review, the above-referenced capital project has been 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 further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,



George Latimer
County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$750,000 to finance capital project A0099 – Airport Natural Gas Pipeline (“A0099”). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood, LLP, will finance the cost of design of the new gas main loop at the Westchester County Airport, including all associated site work.

The Department of Public Works and Transportation (“Department”) has advised that a natural gas pipeline is currently located at the southern boundary of the airport. The establishment of this utility service to various hangars and buildings will provide increased energy efficiency and the elimination of selected underground fuel storage tanks.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twenty-four (24) months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

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

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0099

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 \$ 750,000 PPU 5 Anticipated Interest Rate 0.31%

Anticipated Annual Cost (Principal and Interest): \$ 151,615

Total Debt Service (Annual Cost x Term): \$ 758,075

Finance Department: Interest rates from October 7, 2020 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: 8

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: James Antonaccio

Title: Principal Architect

Department: Public Works & Transportation


Date: 10/15/20

Reviewed By: 

Budget Director

Date: 10/15/20

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

FROM: David S. Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: October 14, 2020

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
A0099 AIRPORT NATURAL GAS PIPELINE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09-23-2020 (Unique ID: 1553)

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 for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Gideon Grande, Deputy Budget Director
Lorraine Yazzetta, Associate Budget Director
Anthony Zaino, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE INSTALLATION OF A NEW GAS MAIN LOOP AT THE WESTCHESTER COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$750,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$750,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the installation of a new gas main loop at the Westchester County Airport, including all associated site work; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details

set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$750,000. The plan of financing includes the issuance of \$750,000 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 the object or purpose for which said \$750,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$750,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$750,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation

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

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

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

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

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

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

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

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

* * *

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 Office of the County Board of Legislators County of Westchester, New York

LEGAL NOTICE

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

Complete copies of the 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 AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE INSTALLATION OF A NEW GAS MAIN LOOP AT THE WESTCHESTER COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$750,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20__)

object or purpose: to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the installation of a new gas main loop at the Westchester County Airport, including all associated site work; all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: \$750,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*
A0099

CBA

Fact Sheet Date:*
09-16-2020

Fact Sheet Year:*
2020

Project Title:*
AIRPORT NATURAL GAS PIPELINE

Legislative District ID:
6.

Category*
AIRPORT

Department:*
AIRPORT/DOT

CP Unique ID:
1553

Overall Project Description

A natural gas pipeline is currently located at the southern boundary of the airport. The establishment of this utility service to various hangars and buildings will provide increased energy efficiency and the elimination of selected underground fuel storage tanks. In addition, a natural gas fueling station can be provided that would allow for the purchase of natural gas powered vehicles. This overall effort would reduce airport hydrocarbon emissions that could be used as part of an air quality credit program.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input 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	2020	2021	2022	2023	2024	Under Review
Gross	5,600	5,600	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,600	5,600	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 494

Current Bond Description: This request funds design of the new gas main loop at the Westchester County Airport. The project includes all associated site work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	750,000
Cash:	0
Total:	\$ 750,000

SEQR Classification:

TYPE II

Amount Requested:

750,000

Comments:

Energy Efficiencies:

INSTALLATION OF THE NEW GAS MAIN LOOP WILL PROVIDE NATURAL GAS TO ALL AREAS OF THE AIRPORT.

Appropriation History:

Year	Amount	Description
2009	1,000,000	FEASIBILITY STUDY AND DESIGN
2013	410,000	DESIGN & CONSTRUCTION OF A GAS PIPELINE
2014	4,190,000	CONSTRUCTION FOR THE PROJECT, NON-COUNTY SHARES WILL NO LONGER BE RECEIVED,

Total Appropriation History:

5,600,000

Total Financing History:

0

Recommended By:

Department of Planning

WBB4

Date

09-23-2020

Department of Public Works

RJB4

Date

09-23-2020

Budget Department

GKGA

Date

09-24-2020

Requesting Department

RJB4

Date

09-24-2020

AIRPORT NATURAL GAS PIPELINE (A0099)

User Department : Airport/DOT
Managing Department(s) : Airport/DOT ; Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2021	2022	2023	2024	2025	Under Review
Gross	5,600	5,600	494						
Non County Share									
Total	5,600	5,600	494						

Project Description

A natural gas pipeline is currently located at the southern boundary of the airport. The establishment of this utility service to various hangars and buildings will provide increased energy efficiency and the elimination of selected underground fuel storage tanks. In addition, a natural gas fueling station can be provided that would allow for the purchase of natural gas powered vehicles. This overall effort would reduce airport hydrocarbon emissions that could be used as part of an air quality credit program.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Airport Special Revenue Fund is the appropriation of Cash to Capital and the debt service associated with the issuance of bonds.

Appropriation History


Year	Amount	Description	Status
2009	1,000,000	Feasibility study and design	IN PROGRESS
2013	410,000	Design & construction of a gas pipeline	COMPLETE
2014	4,190,000	Construction for the project, Non-county shares will no longer be received,	AWAITING BOND AUTHORIZATION
Total	5,600,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	5,090,000		5,090,000
Federal Funds			
Funds Revenue	510,000	510,000	
Total	5,600,000	510,000	5,090,000

June 7, 2021

TO: Hon. Benjamin Boykin, Chair
Hon. Alfreda Williams, Vice Chair
Hon. MaryJane Shimsky, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **CBA & Amended Bond Act – A0097 & A0116.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 7, 2021 Agenda.

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 to as adopt a related amended Bond Act (“Bond Act”) to finance the following two capital projects in the total amount of \$17,635,000: A0097 and A0116.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 7, 2021 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

June 2, 2021

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

Dear 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 to as adopt a related amended Bond Act ("Bond Act") to finance the following two capital projects in the total amount of \$17,635,000:

A0097 – Domestic Water System Improvements ("A0097"), and

A0116 – Backflow Preventer Facility and Water Supply Improvements ("A0116").

The Bond Act would authorize the County to issue bonds in the amount of \$17,635,000, which includes \$2,500,000 previously authorized by Bond Act No. 71-2013 for A0097, to finance the cost of construction of water supply improvements at the Westchester County Airport ("Airport") for the purposes of: (a) construction and construction management for the domestic water line project at the Airport, and (b) construction and construction management for the backflow preventer facility and water supply improvements project at Airport.

The proposed Capital Budget Amendment will amend the County's capital budget to increase the appropriation for A0097 by \$6,700,000 and change the plan of financing as follows: (1) an increase of \$6,700,000 to the amount to be financed by Bonds and/or Notes; (2) an increase of \$30,000 to the amount to be financed by Non-County Shares, and (3) a decrease of \$30,000 to the amount to be financed by cash. The Department of Public Works and Transportation ("Department") has advised that the Capital Budget Amendment is being requested in order to meet a New York State Department of Environmental Conservation ("NYSDEC") Order on Consent.

The Department has advised that in connection with A0097, the Bond Act would finance construction and construction management for the domestic water line project at the Airport. A0097 is required to comply with a NYSDEC Order on Consent requirement to address per- and polyfluoroalkyl substances ("PFAS") contamination that has been identified in the water table and nearby property ground wells. A0097 provides for construction of new domestic water lines located at both the Airport and on New King Street in North Castle.

Office of the County Executive

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

Telephone: (914) 995-2900 E-mail: ceo@westchestergov.com

The Department has further advised that in connection with A0116, the Bond Act would finance construction and construction management for the backflow preventer facility and water supply improvements project at the Airport. A0116 is required to comply with a NYSDEC Order on Consent requirement to address PFAS contamination that has been identified in the water table and nearby property ground wells. A0116 provides for construction of new backflow preventer facilities located at the Airport. These facilities are an integral component of the domestic water line system.

The Department has advised that it seeks to combine A0097 and A0116 into a single bond act as the components of both projects are required to form a complete domestic water line system.

Design is currently underway and is expected to be completed by the third quarter of 2021. It is estimated that construction will take eighteen months to complete and will begin after award and execution of the construction contracts. It is anticipated that the design work will be completed using consultants.

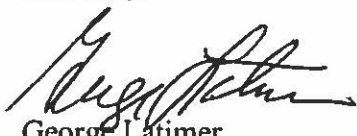
It should be noted that your Honorable Board has previously authorized the County to issue bonds for A0097 as follows: Bond Act No. 71-2013 in the amount of \$250,000 which was authorized to finance upgrades to the Hangar E pump house. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 71-2013 be amended to increase the amount authorized by \$15,135,000, for a total authorized amount, as amended, of \$17,635,000, to revise the scope of Bond Act No. 71-2013 to include work associated with A0097 and A0116 as described above, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised that based on its review, the above-referenced capital project has been classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQR"). A Resolution, and proposed Negative Declaration, along with a Short Environmental Assessment Form, prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting the Negative Declaration prior to enacting the aforementioned Bond Act. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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. Accordingly, the necessary Planning Board report for A0097 has been annexed.

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

Sincerely,



George Latimer
County Executive

**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 amended bond act (“Bond Act”) which, if adopted, will authorize the County to issue up to \$17,635,000 in bonds of the County, which includes \$2,500,000 previously authorized by Bond Act No. 71-2013, to finance the following two capital projects:

A0097 – Domestic Water System Improvements (“A0097”), and

A0116 – Backflow Preventer Facility and Water Supply Improvements (“A0116”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s capital budget to increase the appropriation for A0097 by \$6,700,000 and change the plan of financing as follows: (1) an increase of \$6,700,000 to the amount to be financed by Bonds and/or Notes; (2) an increase of \$30,000 to the amount to be financed by Non-County Shares, and (3) a decrease of \$30,000 to the amount to be financed by cash. The Department of Public Works and Transportation (“Department”) has advised that the Capital Budget Amendment is being requested in order to meet a New York State Department of Environmental Conservation (“NYSDEC”) Order on Consent.

The related Bond Act in the total amount of \$17,635,000 was prepared by the law firm Hawkins, Delafield & Wood, LLP, and includes \$250,000 in previously authorized bonds of the County would authorize the County to issue bonds to finance the cost of construction of water supply improvements at the Westchester County Airport (“Airport”) for the purposes of: (a) construction and construction management for the domestic water line project at the Airport, and (b) construction and construction management for the backflow preventer facility and water supply improvements project at Airport.

The Department has advised that in connection with A0097, the Bond Act would finance construction and construction management for the domestic water line project at the Airport. A0097 is required to comply with a NYSDEC Order on Consent requirement to address Per- and

polyfluoroalkyl substances (“PFAS”) contamination that has been identified in the water table and nearby property ground wells. A0097 provides for construction of new domestic water lines located at both the Airport and on New King Street in North Castle.

The Department has further advised that in connection with A0116, the Bond Act would finance construction and construction management for the backflow preventer facility and water supply improvements project at the Airport. A0116 is required to comply with a NYSDEC Order on Consent requirement to address PFAS contamination that has been identified in the water table and nearby property ground wells. A0116 provides for construction of new backflow preventer facilities located at the Airport. These facilities are an integral component of the domestic water line system.

The Department has advised that it seeks to combine A0097 and A0116 into a single bond act as the components of both projects are required to form a complete domestic water line system.

Design is currently underway and is expected to be completed by the third quarter of 2021. It is estimated that construction will take eighteen months to complete and will begin after award and execution of the construction contracts. It is anticipated that the design work will be completed using consultants.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for A0097 as follows: Bond Act No. 71-2013 in the amount of \$250,000 which was authorized to finance upgrades to the Hangar E pump house. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 71-2013 be amended to increase the amount authorized by \$15,135,000, for a total authorized amount, as amended, of \$17,635,000, to revise the scope of Bond Act No. 71-2013 to include work associated with A0097 and A0116 as described above, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been classified as an “Unlisted” action under the State Environmental Quality Review Act (“SEQR”). A Resolution, and proposed Negative Declaration, along with a Short Environmental Assessment Form, prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. Upon review, your Committee concludes that the proposed action will not have any significant impact on the environment and

recommends the adoption of the Resolution adopting the Negative Declaration. As you know, a determination of significance must be made prior to enacting the aforementioned Bond Act.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County's Capital Budget, as well as to adopt the related Bond Act. In addition, 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. Accordingly, the necessary Planning Board report for A0097 capital project is annexed.

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 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: _____, 20____,
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: _____

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

A0097 & A0116

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 17,635,000 PPU 30 Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest): \$ 718,656

Total Debt Service (Annual Cost x Term): \$ 21,559,680

Finance Department: MAAB 40 yr PPU limited to 30

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): N/A

Potential Related Revenues (Annual): N/A

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: 192

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: James Antonaccio

Title: Principal Architect

Department: Public Works & Transportation

Date: 6/2/21

Reviewed By: 

James Antonaccio
Budget Director

Date: 6/2/21

RESOLUTION

WHEREAS, there is pending before this Honorable Board a Bond Act in connection with Capital Projects A0097 – Domestic Water System Improvements (“A0097”), and A0116 – Backflow Preventer Facility and Water Supply Improvements (“A0116”); and

WHEREAS, this Honorable Board has determined that the proposed bond act would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQR”); and

WHEREAS, pursuant to SEQR and its implementing regulations (6 NYCRR Part 617), this project is classified as an “Unlisted action,” which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County of Westchester is conducting uncoordinated review as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations; and

WHEREAS, in accordance with SEQR and its implementing regulations, a Short Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board’s review of the Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the bond act and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the “Determination of Significance” in the Short Environmental Assessment Form, which is attached hereto and made a part hereof, as the “Responsible Officer in Lead Agency”; to issue this “Negative Declaration” on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

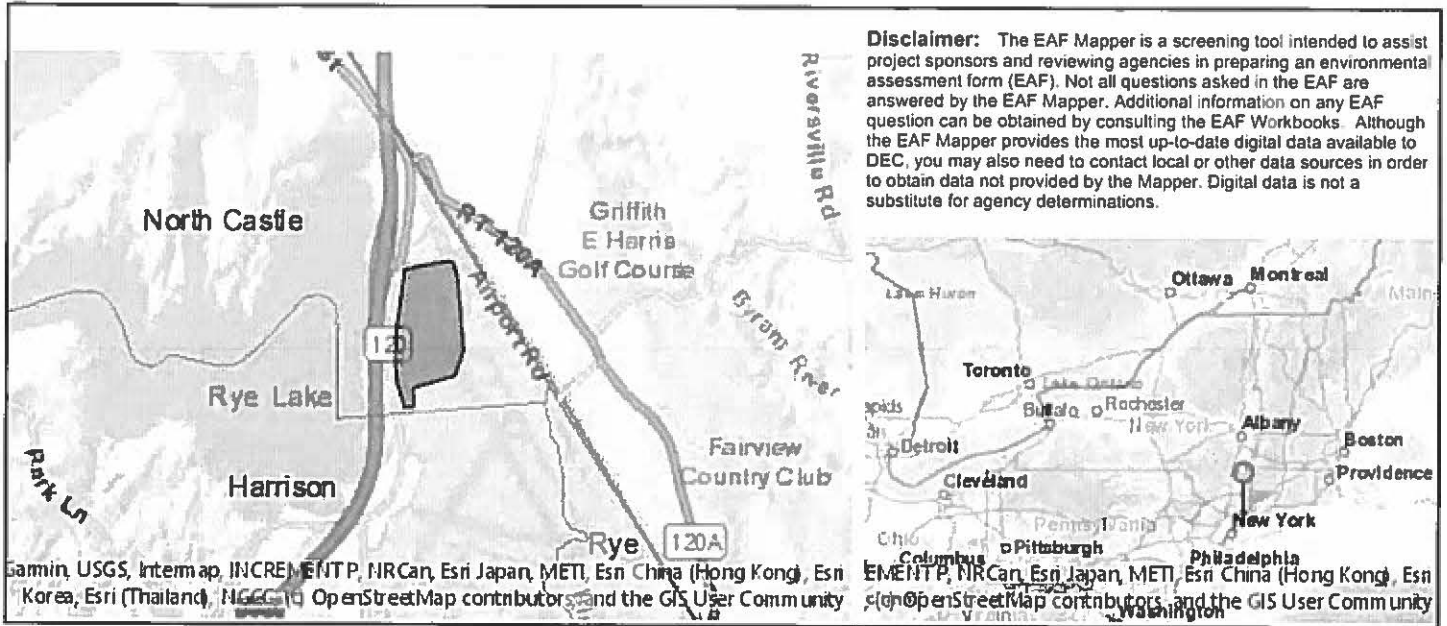
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
County of Westchester, Department of Public Works and Transportation			
Name of Action or Project: Domestic Water Line Improvements Westchester County Airport,			
Project Location (describe, and attach a location map): Westchester County Airport and New King Street, Towns of North Castle and Harrison			
Brief Description of Proposed Action: The project includes the installation of a new 12" water main, extending from the existing 12" watermain within Westchester County Airport property (2,000 LF) and continuing along Airport Road (700 LF) and New King Street (1,300 LF); installation of an above ground backflow preventer building and subterranean meter vault near the intersection of New King Street and Airport Road; installation of an above ground backflow preventer building near Tower Road to replace an existing backflow preventer building. The water line will be installed on previously disturbed areas consisting of primarily turf areas and will involve no removal of trees and no disturbance to wetland areas. The watermain trench will be approximately 3 feet in width and vary in depth from 0 to 5 feet, with valves installed at approximately 500-foot intervals. The subterranean meter vault will be approximately 15' by 20' in area with the bottom of the chamber installed approximately 10 feet below grade. The existing 12' by 28' foot building will be replaced with a new 14' by 42' foot building in approximately the same location near Tower Road. Additional valves and fire hydrants will be installed on the existing water line.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestergov.com	
Address: 148 Marine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC: Freshwater wetlands West. County DOH: Public Watermain Extension			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 697 acres b. Total acreage to be physically disturbed? _____ 0.39 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 697 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Airport <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name: Airport 60 Ldn Noise Contour, Reason: Exceptional or unique character, Agency: Westchester County, If Yes, identify: Date: 1-31-90	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: N/A _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Bald Eagle	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: V00652 (Former DPW Staging Area, Old Lake St, is not within project area and the action has been completed) and 360035 (Harrison Subresidency, Route 120, is not within project area and the site has been closed with ongoing maintenance/monitoring).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: _____ County of Westchester _____ Date: May 18, 2021		
Signature: <u>Dark Kidge</u> Title: Director of Environmental Planning		



Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Airport 60 Ldn Noise Contour, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project: Water Line Extension

Date: May 2021

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Water Line Extension

Date: May 2021

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project involves the modification of the existing water line at Westchester County Airport and extension of the line northward to serve the properties on New King Street, which are currently served by individual private wells. An existing valve building near Tower Road will be replaced with a similar building in approximately the same area. A backflow preventer chamber will be installed near New King Street at the connection with the line along New King Street.

The project will not involve any tree removal. Trenching for the water line will be no more than three feet in width and will be backfilled as soon as practical. Excavation for the backflow chamber will also be minimal and not involve any disturbance to trees or nearby wetlands. Excavation will occur on previously disturbed areas of the site, and no potential impacts to archaeological resources are anticipated. The project will improve the potable water supply for the properties on New King Street.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Westchester County Board of Legislators
Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Don King
Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION 21-06

WESTCHESTER COUNTY PLANNING BOARD

Amendment of Planning Board Report on 2021 Capital Project Requests

A0097 - Domestic Water System Improvements

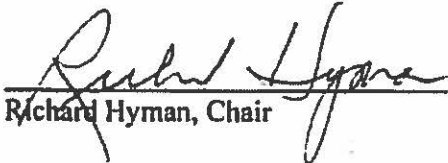
WHEREAS, the County Executive will submit legislation to the County Board of Legislators which would authorize amending the capital project **A0097-Domestic Water System Improvements** by adding funds to 2021 in the amount of \$6,700,000 for construction and construction management for the domestic water line project at Westchester County Airport, and

WHEREAS, the Department of Public Works and Transportation is advising that this work is a required component of the DEC Order on Consent No. CO 3 20180308 44 for water quality violations at Westchester County Airport, and

WHEREAS, the project is generally consistent with *Westchester 2025 – Policies to Guide County Planning*, as adopted by the Planning Board on May 6, 2008 and amended on January 5, 2010 by maintaining county facilities and ensuring safe drinking water supplies; now therefore, be it

RESOLVED, that the County Planning Board recommends amending the 2021 Capital Projects Requests to include the use of funds for **A0097-Domestic Water System Improvements** in the amount of \$6,700,000 for construction and construction management for the domestic water line project at Westchester County Airport.

Adopted this 2nd day of March, 2021.


Richard Hyman, Chair

An Act amending the 2021 County
 Capital Budget Appropriations for
 Capital Project A0097 - Domestic Water
 System Improvements

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

Section 1. The Capital section of the 2021 County Budget is hereby amended as follows:

	Previous 2021 Appropriation	Change	Revised 2021 Appropriation
I. Appropriation	\$4,110,000	\$6,700,000	\$10,810,000

Section 2. The estimated method of financing in the Capital Section of the 2021 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	\$3,395,000	\$6,700,000	\$10,095,000
Non County Shares	\$0	\$30,000	\$30,000
Cash	\$715,000	-\$30,000	\$685,000
Total	<u>\$4,110,000</u>	<u>\$6,700,000</u>	<u>\$10,810,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20 _____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT 71-2013 ADOPTED MAY 6, 2013 IN RELATION TO THE CONSTRUCTION OF WATER SUPPLY IMPROVEMENTS AT THE WESTCHESTER COUNTY AIRPORT, AT THE MAXIMUM ESTIMATED COST OF \$18,810,000. (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$2,500,000 bonds to finance the cost of upgrades to the Hangar E pumphouse (the "Project"), pursuant to Act No. 71-2013 duly adopted on May 6, 2013 ("Act 71-2013"); and

WHEREAS, it has now been determined to expand the scope of the Project to include (i) the construction and construction management for the domestic water line project at Westchester County Airport at the estimated cost of \$10,810,000 and (ii) the construction and construction management for the backflow preventer facility and water supply improvements project at Westchester County Airport, at the estimated cost of \$8,000,000; and

WHEREAS, it is now necessary to revise Act 71-2013 to provide such increased scope of work, and to provide for a new plan of financing which will include the expenditure of State grant funds along with the expenditure of County funds, as well as to increase the maximum amount of bonds to be authorized,

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 (A) The bond act duly adopted by this Board on May 6, 2013, entitled:
"ACT NO. 71-2013

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF DOMESTIC WATER SYSTEM IMPROVEMENTS AT THE COUNTY AIRPORT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS”,

are hereby amended and consolidated to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$17,635,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF THE CONSTRUCTION OF WATER SUPPLY IMPROVEMENTS AT THE WESTCHESTER COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$18,810,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$17,635,000 BONDS HEREIN AUTHORIZED, THE EXPENDITURE OF \$30,000 IN STATE GRANT FUNDS EXPECTED TO BE RECEIVED; AND THE EXPENDITURE OF \$1,145,000 IN COUNTY FUNDS; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; \$17,635,000 bonds of the County, or so much as may be necessary are hereby authorized to be issued to finance a portion of the cost of the construction

of water supply improvements at the Westchester County Airport for the following purposes: (a) the construction and construction management for the domestic water line project at Westchester County Airport, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$10,810,000. The plan of financing includes the expenditure of \$30,000 in State grant funds expected to be received, the expenditure of \$685,000 in County funds and the issuance of \$10,095,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes; and (b) the construction and construction management for the backflow preventer facility and water supply improvements project at Westchester County Airport, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$8,000,000. The plan of financing includes the expenditure of \$460,000 in County funds and the issuance of \$7,540,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$17,635,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) 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 \$17,635,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$18,810,000 as the estimated maximum cost of the aforesaid class of objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said

bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

SECTION (B) The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

SECTION (C) This Act shall take in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

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

(SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on May 6, 2013 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 AUTHORIZING THE ISSUANCE OF \$17,635,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF THE CONSTRUCTION OF WATER SUPPLY IMPROVEMENTS AT THE WESTCHESTER COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$18,810,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$17,635,000 BONDS HEREIN AUTHORIZED, THE EXPENDITURE OF \$30,000 IN STATE GRANT FUNDS EXPECTED TO BE RECEIVED; AND THE EXPENDITURE OF \$1,145,000 IN COUNTY FUNDS; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on May 6, 2013 and amended on _____, 20_____)

object or purpose: to finance all or a portion of the costs of (a) construction and construction management for the domestic water line project at Westchester County Airport, at the estimated cost of \$10,810,000 and (b) the construction and construction management for the backflow preventer facility and water supply improvements project at Westchester County Airport, at the estimated cost of \$8,000,000, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: \$17,635,000; forty (40) 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:*
A0097

CBA

Fact Sheet Date:*
01-11-2021

Fact Sheet Year:*
2021

Project Title:*
DOMESTIC WATER SYSTEM
IMPROVEMENTS

Legislative District ID:
6,

Category*
AIRPORT

Department:*
AIRPORT/DOT

CP Unique ID:
1612

Overall Project Description

The project funds improvements to the domestic water system at the Airport.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input 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	2021	2022	2023	2024	2025	Under Review
Gross	10,810	4,110	0	0	0	0	0	6,700
Less Non-County Shares	30	0	0	0	0	0	0	30
Net	10,780	4,110	0	0	0	0	0	6,670

Expended/Obligated Amount (in thousands) as of: 1,077

Current Bond Description: This request funds construction and construction management for the domestic water line project at Westchester County Airport.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	7,595,000
Cash:	115,000
Total:	\$ 7,710,000

SEQR Classification:

UNLISTED

Amount Requested:

7,595,000

Comments:

This project will be coordinated with the work associated with capital ID A0116. The Department of Public Works and Transportation is also requesting a CBA for the amount listed Under Review (\$6.7 million), and an amendment of bond act 71-2013 upward by \$7,595,000 to a new amount of \$10,095,000. The Department is advising that this work is a required component of the DEC Order on Consent No. CO 3 20180308 44 for water quality violations at Westchester County Airport.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2007	1,500,000	PROVIDE AN ALTERNATE DOMESTIC WATER FEED
2008	110,000	DESIGN FOR REPAIR OF PIPE BETWEEN HANGAR E AND PUMPHOUSE
2012	2,500,000	UPGRADES TO HANGAR E PUMPHOUSE

Total Appropriation History:

4,110,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
13	71	2,500,000		0 DOMESTIC WATER SYSTEM IMPROVEMENTS AT COUNTY AIRPORT

Cash History (in thousands):

Year	Amount	Description
2007	1,500,000	PROVIDE AN ALTERNATE DOMESTIC WATER FEED
2008	110,000	REPAIR OF PIPE BETWEEN HANGAR E AND PUMPHOUSE
2010	-895,000	CHANGE OF FINANCING

Total Financing History:

3,215,000

Recommended By:

Department of Planning
WBB4

Date
02-17-2021

Department of Public Works
RJB4

Date
02-17-2021

Budget Department
LMY1

Date
02-25-2021

Requesting Department
RJB4

Date
02-25-2021

DOMESTIC WATER SYSTEM IMPROVEMENTS (A0097)

User Department : Airport/DOT
Managing Department(s) : Airport/DOT ; Public Works ;
Estimated Completion Date: TBD
Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (In thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2021	2022	2023	2024	2025	Under Review
Gross	4,110	4,110	1,077						
Non County Share			(30)						
Total	4,110	4,110	1,047						

Project Description

The project funds improvements to the domestic water system at the Airport.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Airport Special Revenue Fund is the appropriation of Cash to Capital and debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2007	1,500,000	Provide an alternate domestic water feed	FEASABILITY STUDY COMPLETE
2008	110,000	Design for repair of pipe between hangar E and Pumphouse	COMPLETE
2012	2,500,000	Upgrades to Hangar E Pumphouse	DESIGN
Total	4,110,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,395,000		3,395,000
Funds Revenue	715,000	715,000	
State Funds		30,000	(30,000)
Total	4,110,000	745,000	3,365,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
71 13	2,500,000			2,500,000
Total	2,500,000			2,500,000

CAPITAL PROJECT FACT SHEET

Project ID:*
A0116

CBA

Fact Sheet Date:*
01-12-2021

Fact Sheet Year:*
2021

Project Title:*
BACKFLOW PREVENTER FACILITY
AND WATER SUPPLY
IMPROVEMENTS

Legislative District ID:
6,

Category*
AIRPORT

Department:*
AIRPORT/DOT

CP Unique ID:
1615

Overall Project Description

This project consists of improvements to the water supply system at the airport to improve water pressure through the replacement of existing piping, construction of a new backflow preventer building, and modification to the Hangar D pumphouse.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input 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	2021	2022	2023	2024	2025	Under Review
Gross	8,000	8,000	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	8,000	8,000	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 280

Current Bond Description: This request funds construction and construction management for the backflow preventer facility and water supply improvements project at Westchester County Airport.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	7,540,000
Cash:	170,000
Total:	\$ 7,710,000

SEQR Classification:
UNLISTED

Amount Requested:
7,540,000

Comments:
This project will be coordinated with the work associated with capital ID A0097.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2013	300,000	DESIGN OF WATER SUPPLY/BACKFLOW PREVENTER BUILDING AND ALTERNATE DOMESTIC WATER SUPPLY
2014	510,000	DESIGN FOR HANGAR D SPRINKLER PUMPHOUSE
2015	160,000	"REPLACEMENT OF THE 20"" WATER MAIN TO THE HANGER E PUMPHOUSE "
2016	7,030,000	CONSTRUCTION - BACKFLOW PREVENTER BUILDING; HANGAR D SPRINKLER PUMP HOUSE; REPLACEMENT OF 20" WATER MAIN TO HANGAR E

Total Appropriation History:

8,000,000

Cash History (in thousands):

Year	Amount	Description
2013	300,000	DESIGN OF WATER SUPPLY/BACKFLOW PREVENTER BLDG & ALTERNATE DOMESTIC WATER SUPPLY
2015	160,000	REPLACEMENT OF 20 INCH WATER MAIN TO HANGER D PUMPHOUSE

Total Financing History:

460,000

Recommended By:

Department of Planning
WBB4

Date
02-18-2021

Department of Public Works
RJB4

Date
02-18-2021

Budget Department
LMY1

Date
02-25-2021

Requesting Department
RJB4

Date
02-25-2021

BACKFLOW PREVENTER FACILITY AND WATER SUPPLY IMPROVEMENTS (A0116)

User Department : Airport/DOT

Managing Department(s) : Airport/DOT ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2021	2022	2023	2024	2025	Under Review
Gross	8,000	8,000	280						
Non County Share									
Total	8,000	8,000	280						

Project Description

This project consists of improvements to the water supply system at the airport to improve water pressure through the replacement of existing piping, construction of a new backflow preventer building, and modification to the Hangar D pumphouse.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Airport Special Revenue Fund is the appropriation of Cash to capital and debt service.

Appropriation History

Year	Amount	Description	Status
2013	300,000	Design of water supply/backflow preventer building and alternate domestic water supply	DESIGN
2014	510,000	Design for Hangar D sprinkler pumphouse	AWAITING BOND AUTHORIZATION
2015	160,000	"Replacement of the 20" water main to the Hanger E pumphouse "	DESIGN
2016	7,030,000	Construction - backflow preventer building; Hangar D sprinkler pump house; replacement of 20" water main to Hangar E	AWAITING BOND AUTHORIZATION
Total	8,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	7,540,000		7,540,000
Funds Revenue	460,000	460,000	
Total	8,000,000	460,000	7,540,000

Benjamin Boykin II

Chairman of the Board

Legislator, 5th District



TO: Hon. Catherine Borgia
Chair, Budget & Appropriations

Hon. Colin Smith
Chair, Public Safety

FROM: Hon. Benjamin Boykin
Chairman of the Board

DATE: June 16, 2021

RE: **ACT-City of New Rochelle – National Night Out**

As Chairman of the Board of Legislators, I am placing the below item directly into the Committees on Budget & Appropriations and Public Safety.

Thank you.

(ID: 2021-392) **ACT-City of New Rochelle – National Night Out**

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of New Rochelle ("City"), acting by and through its Police Department, pursuant to which the City will provide its National Night Out program within the period from January 1, 2021 through December 31, 2021 for a total amount not to exceed TWO THOUSAND, ONE HUNDRED THIRTY-TWO (\$2,132) DOLLARS.

cc: Melanie Montalto
Alie Restiano
James Silverberg
Sunday Vanderberg

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

Your Committee is in receipt of a communication from the Chairman of the Board of Legislators in cooperation with the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the City of New Rochelle (the “City”), acting by and through its Police Department (the “PD”), pursuant to which the City will provide its National Night Out (the “Program”) within the period from January 1, 2021 through December 31, 2021. The County will pay the City a total amount not to exceed Two Thousand One Hundred Thirty-Two (\$2,132.00) Dollars, payable in full upon execution of the agreement, in accordance with an approved budget.

Pursuant to the IMA, the PD will provide the Program on August 3, 2021. The Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer, more caring places. National Night Out enhances the relationship between neighbors and law enforcement, while creating a sense of community. Furthermore, the Program provides an opportunity to bring police and neighbors together under positive circumstances.

One component of the Program is the PD’s “Open House” event. Over 1,500 members of the New Rochelle Community are expected to attend the event and participate in tours of the Police Headquarters, tours of the Long Island Sound with their Harbor Unit, a live K-9 presentation, a drone demonstration, and a Police Helicopter fly-over. There will also be children’s activities, including a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and knockerball.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, your Committee recommends authorizing the County to enter into the IMA.

The Department of Planning has advised that the proposed IMA does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. No environmental review is required. Your Committee concurs with this conclusion.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned inter-municipal agreement and recommends its approval.

Dated: _____, 20____
White Plains, New York

S/MG/6-4-21

COMMITTEE ON:

ACT NO. _____ - 20__

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of New Rochelle (“City”), acting by and through its Police Department, pursuant to which the City will provide its National Night Out program within the period from January 1, 2021 through December 31, 2021 for a total amount not to exceed \$2,132

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 enter into an inter-municipal agreement with the City of New Rochelle (the “City”), acting by and through its Police Department (the “PD”), pursuant to which the City will provide its National Night Out program within the period from January 1, 2021 through December 31, 2021, for a total amount not to exceed Two Thousand One Hundred Thirty-Two (\$2,132.00) Dollars, payable in full upon execution of the agreement, in accordance with an approved budget.

§2. The City shall submit a written report, including statistics, to the County, of the program. Evaluations will be based on the extent to which objectives of the program were accomplished.

§3. The Chair of the Board of Legislators or his designee (the “Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT made the _____ day of _____, 20_____ 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, (hereafter the “County”),
and

THE CITY OF NEW ROCHELLE, a New York municipal corporation, acting by and through its **POLICE DEPARTMENT** having an office and principal place of business at 515 North Avenue New Rochelle, NY 10801, (hereafter the “Municipality”).

FIRST: The Municipality shall provide a National Night Out program as described in Schedule “A” attached hereto and made a part hereof (the “Program”). The Program will operate on August 3, 2021.

SECOND: The term of this Agreement shall be from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the services to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Two Thousand One Hundred Thirty-Two (\$2,132.00) Dollars for the Program. Payment shall be made upon execution of this Agreement. No extra payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

FOURTH: The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FIFTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chairman of the Board, the County Executive or their duly authorized designee may request, and shall immediately inform the Chairman and/or County Executive in writing of any cause for delay in the performance of its obligations under this Agreement. No later than thirty (30) days after the end of the term of the Agreement, the Municipality will submit to the Chair of the Board a written performance measurement report which shall provide details about the Program, including the number of participants in each activity.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chairman may, in his/her discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate

this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chairman, and the Municipality shall direct any approved subcontractors to do the same.

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "B" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "B, it may provide proof of

such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", 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 "B," the Municipality agrees:

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

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

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

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

TENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “C” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule “C,” as part of this Agreement.

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace

it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

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

To the County: Hon. Benjamin Boykin II, Chairman
Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

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

To the Municipality: City of New Rochelle Police Department
475 North Avenue
New Rochelle, NY 10801

with a copy to: Corporation Counsel
City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

SEVENTEENTH: 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.

EIGHTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

NINETEENTH: The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

Attached hereto and forming a part hereof as Schedule "D" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event. The Municipality shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County.

TWENTIETH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "E." Therefore, the Municipality agrees, as part of this Agreement, to complete the form attached hereto as Schedule "E."

TWENTY-FIRST: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State

of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

TWENTY-SECOND: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality 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.

TWENTY-THIRD: The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts. Therefore, the Contractor agrees, as part of this Agreement, to complete the form attached hereto as Schedule "F".

TWENTY-FOURTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By: _____
Benjamin Boykin II
Chairman, Board of Legislators

THE MUNICIPALITY

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on the
day of _____, 20____.

Approved as to form and manner of execution

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

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

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

(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Village Board, Village Board, Municipality Council)

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 this _____ day of _____, 20____, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE “A”
SCOPE OF SERVICES:

The Municipality shall provide its annual National Night Out “Open House” event for over 1,500 members of the New Rochelle Community are expected to attend the event and participate in tours of the Police Headquarters, tours of the Long Island Sound with their Harbor Unit, witnessed a live K-9 presentation, a Police Helicopter fly over, a drone demonstration and, with over 50 Community Service Agencies present, will provide valuable information and giveaways.

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods a safe and more caring place to live. National Night Out enhances the relationship between New Rochelle youths and all residents and the New Rochelle Police Department while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and community together in a very positive setting. There will also be a number of activities for the children, including a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and knocker ball.

DRAFT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS

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. f

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.

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SCHEDULE “C”
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term “persons of color,” as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "E"
CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such

termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

RESOLUTION -2021

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2021-2022 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT**

RESOLVED, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Monday, August 2, 2021 at 10:30 am in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8th Floor in White Plains, NY, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), *WESTCHESTER HISPANO* (All Westchester Editions), and *PLUMA LIBRE* (All Westchester Editions) be and hereby are designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated:
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION -2021

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

BE IT

RESOLVED, that Rules 9 and 11 of the Rules of Westchester County Board of Legislators, Resolution No. 26-1992 (as amended by Resolution 101-1998), be suspended solely and exclusively with regard to the 2021/2022 proposed Westchester Community College Budget, and

BE IT FURTHER

RESOLVED, that items may be presented orally and with majority consent.

Dated:
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION -2021

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

BE IT

RESOLVED, that the following rules be and are hereby adopted for the conduct of the public hearing concerning the Proposed 2021/2022 Westchester Community College Budget:

1. Anyone may submit a written statement in advance which will be included in the record.
2. Numbered speaker cards will be given out at 9:15 a.m.
3. Only one numbered speaker card per person shall be given out.
4. Speakers shall be limited to three (3) minutes. At the discretion of the Chair, a speaker may be given the opportunity to appear a second time after everyone has had the opportunity to speak once.

Dated:
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS