



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 14, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Public Safety, Public Works & Transportation, Seniors Youth & Intergenerational Services, Planning, Economic Development & Energy, Parks & Recreation and Labor & Housing.

MINUTES APPROVAL

Monday, June 7, 2021 10 AM Minutes

I. ITEMS FOR DISCUSSION

1. [2021-342](#) **ACT-Regional Partnership Agreement-Dutchess & Putnam Counties**

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2019 Hazardous Materials Grant Program.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with PS

Guests: Commissioner Wishnie, Deputy Commissioner Spear & Chief William Dingee - Department of Emergency Services

2. [2021-376](#) **ACT-Urban County Cooperation Agreements**

AN ACT authorizing the County of Westchester to enter into Cooperation Agreements with any or all of the listed municipalities to undertake a community development program and apply for Community Development Block Grant, HOME Investment Partnership Program and Emergency Solution Grants from the U.S. Department of Housing and Urban Development for the term 2022-2024 which will automatically renew for successive three-year periods.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, LABOR & HOUSING AND PLANNING, ECONOMIC DEVELOPMENT & ENERGY.

Joint with LH & PEDE

Guests: Commissioner Drummond- Department of Planning

3. [2021-364](#) IMA-Tarrytown-Sleepy Hollow Summer Day Camp-Tarrytown

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with the Village of Tarrytown (the "Village") for the purpose of operating the Tarrytown/Sleepy Hollow Summer Day Camp in the amount of \$38,058.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS, YOUTH & INTERGENERATIONAL SERVICES

Joint with SYIS

Guests: Bernie Dean, Deputy Director and Kate Hubertus-Sugg, Program Administrator - Youth Bureau

4. [2021-362](#) BOND ACT-RKL01-Tarrytown Lighthouse Restoration

A BOND ACT authorizing the issuance of THREE MILLION, THREE HUNDRED ELEVEN THOUSAND (\$3,311,000) DOLLARS in bonds of Westchester County to finance Capital Project RKL01 - Tarrytown Lighthouse Restoration.

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

Joint with PWT & PR

Guests: Commissioner O'Connor and First Deputy Commissioner Tartaglia- Department of Parks & Recreation

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



George Latimer
County Executive

May 3, 2021

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a Regional Partnership Agreement ("RPA") with Dutchess County and Putnam County (collectively "Regional Partners") in order to receive funding from the New York State Division of Homeland Security and Emergency Services ("DHSES") under the FY 2019 Hazardous Materials ("HazMat") Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding One Hundred Thirty Two Thousand (\$132,000.00) Dollars to the County and its Regional Partners to purchase HazMat field detection identification equipment and to train appropriate personnel in the proper use of the equipment. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives ("CBRNE") detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State's HazMat teams within the Federal Emergency Management Agency typing system.

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

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

Office of the County Executive

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

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

westchestergov.com

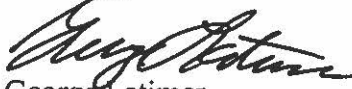
It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2018 iterations of the HazMat Grant Program. Through this program, DHSES is making \$2 million in federal State Homeland Security Program (SHSP) funding available to the 18 regional HazMat teams located outside of New York City. In total, \$15.5 million has been dedicated to this effort since 2008.

In FY2019, the State will continue to provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2019 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

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

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

Sincerely,



George Latimer
County Executive

GL/RW/LL/jpg

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a Regional Partnership Agreement ("RPA") with Dutchess County and Putnam County (collectively "Regional Partners") in order to receive funding from the New York State Division of Homeland Security and Emergency Services ("DHSES") under the FY 2019 Hazardous Materials ("HazMat") Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding One Hundred Thirty Two Thousand (\$132,000.00) Dollars to the County and its Regional Partners to purchase HazMat field detection identification equipment and to train appropriate personnel in the proper use of the equipment. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives ("CBRNE") detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State's HazMat teams within the Federal Emergency Management Agency typing system.

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

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

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2018 iterations of the HazMat Grant Program. Through this program, DHSES is making \$2 million in federal State Homeland Security Program (SHSP) funding available to the 18 regional HazMat teams located outside of New York City. In total, \$15.5 million has been dedicated to this effort since 2008.

In FY2019, the State will continue to provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2019 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

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

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

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: RPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: An ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY 2019 Hazardous Materials Grant Program.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Linda Luddy

Title: Program Specialist-Grants

Department: Emergency Services

Reviewed By: [Signature]
PH

Budget Director

5/10/21

If you need more space, please attach additional sheets.

TO: Linda H. Luddy
Department of Emergency Services

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



DATE: May 4, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2019**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2019 Hazardous Materials ("HazMat") Grant Program. This funding will be used to acquire HazMat field detection identification equipment and train appropriate personnel in the use of such equipment in order to build chemical, biological, radiological, nuclear and explosive detection, response and decontamination capabilities in the lower Hudson Valley region.

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

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

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

DSK/cnm

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

Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2019 HazMat Grant Program

Parties

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

Purpose

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

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2019 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2019 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2019 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2019 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2019 HazMat Grant Program.

The SP is required to use the funds received through the FY2019 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

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

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2019 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2019 HazMat Grant Program are outlined below:

Project

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

Responsibilities of Submitting Partner

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

Responsibilities of each Participating Partner

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

Insurance and Indemnification

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

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

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

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

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services

Primary Contact: William Dingee (914)-231-1679 WRD1@westchestergov.com

Secondary Contact: Doug Stiller (914) 231-1689 DKSC@westchestergov.com

Participating Partner: Putnam County Bureau of Emergency Services

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

Secondary Contact: Robert Lipton (845) 808-4000 x41101

Robert.lipton@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080

dalfonso@co.dutchess.ny.us

Secondary Contact: Dana Smith (845) 486-2080

dsmith@co.dutchess.ny.us

Effective Date

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

Applicable Law

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

Modification

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

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

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2021
by Act No. 2021-_____

Approved as to form
and a manner of execution

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACT NO. 2021- ____

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY 2019 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services (“Department”), is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY 2019 Hazardous Materials (“HazMat”) Grant Program. DHSES is awarding One Hundred Thirty Two Thousand (\$132,000.00) Dollars to the County and its Regional Partners to purchase HazMat field detection identification equipment and to train appropriate personnel in the proper use of the equipment, in order to build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region.


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

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

§4. This Act shall take effect immediately.

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: **ACT – Urban County
Cooperation Agreements.**

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 please find an Act to authorize the County to enter into cooperation agreements (the “Agreements”) with any or all of the municipalities within Westchester County for the purpose of undertaking community development programs.

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.

May 27, 2021

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval please find an Act to authorize the County to enter into cooperation agreements (the "Agreements") with any or all of the municipalities within Westchester County for the purpose of undertaking community development programs. The execution of the Agreements will re-qualify the Westchester Urban County Consortium and allow the County to apply to the United States Department of Housing and Urban Development ("HUD") to receive Community Development Block Grant ("CDBG"), HOME Investment Partnership Program ("HOME"), and Emergency Solutions Grant ("ESG") funds as an Urban County, under 24 CFR 570.307(a) of the CDBG regulations, during Fiscal Years 2022-2024 (May 1, 2022 – April 30, 2025). The Agreements will automatically renew for successive three year periods unless the County or the municipality exercises their option to terminate their Agreement at the end of any three- year period.

The execution of the Agreements, which have to be submitted to the New York Regional Office of HUD by July 16, 2021, is the first step in qualifying participating municipalities for Community Development Block Grant funding commencing May 1, 2022.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act ("SEQRA") and its implementing regulations under 6 NYCRR Part 617 have been met. Your Honorable Board may utilize the professional advice and assistance of the Planning Department in making your required determination under the applicable SEQRA regulations. The Department of Planning has classified this as a Type II Action.

Over the thirty-eight years that the County had previously administered these HUD grants, the County has received over \$252 million dollars of non-repayable federal funding under these programs. Critically needed programs in neighborhood presentation, affordable housing and public improvement are carried out on behalf of the municipalities throughout the Urban County Consortium.

Office of the County Executive

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

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



Based on the importance of increasing the availability of federal funding to undertake community development projects within the municipalities in the County, your favorable action on the annexed Acts is respectfully requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and "L".

George Latimer
County Executive

GL:NVD:jrc

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

Your Committee is in receipt of a communication from the County Executive recommending that your Honorable Board approve an Act authorizing the County of Westchester (the “County”) to enter into cooperation agreements (the “Agreements”) with any or all cooperating Westchester communities, listed below, for the purpose of undertaking a community development program pursuant to the Housing and Community Development Act of 1974, as amended. In a continuing effort to maximize federal funding to the County, the Board is being asked to authorize the Agreements to qualify the participating municipalities to receive Community Development Block Grant (“CDBG”), HOME Investment Partnership Program (“HOME”) and Emergency Solutions Grant (“ESG”) funds as an Urban County, under 24 CFR 570.307(a) of the CDBG regulations, during Fiscal Years 2022-2024 (commencing May 1, 2022 and ending April 30, 2025) from the United States Department of Housing and Urban Development (“HUD”). The Agreements will automatically renew for successive three year periods unless the County or the municipality exercises their option to terminate their Agreement at the end of any three- year period.

The Secretary of HUD is authorized under Title I of the Housing and Community Development Act of 1974, as amended, to make grants to states and other units of general local government to help finance community development programs.

Section 99-H of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept and expend funds made available by the federal government, either directly or through the state, pursuant to the provisions of any federal law which is not inconsistent with the statutes or constitution of this state, in order to administer, conduct, or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation.

Thirty municipalities have joined the Consortium in the last three years and several more are considering it for the next cycle. Participation by the County as an Urban County in these programs required that Westchester municipalities and the County cooperate in undertaking, or assist in undertaking, essential community development and housing activities as authorized by

statutes enacted pursuant to the New York State Constitution.

The execution of the Agreements, which have to be submitted to the New York Regional Office of HUD by July 16, 2021, is the first step in qualifying the County and the participating municipalities for CDBG, HOME and ESG funding commencing May 1, 2022.

Your Committee has been advised that the Planning Department has determined that under the State Environmental Quality Review Act Regulations (“SEQRA”), your Board is not required to make any determination because this legislation is a “Type II” action. Your Committee concurs with this conclusion.

Over the 38 years the County had previously administer these programs, the County received over \$252 million dollars of non-repayable federal funding under these programs (over \$203 million under the CDBG program, \$39 million under the HOME program and \$10 million under the ESG program). Critically needed programs in neighborhood preservation, housing and public improvements are carried out on behalf of the municipalities throughout the Urban County Consortium. The grant is a 100% non-repayable federally funded program.

Therefore, your Committee recommends the adoption of the Act as submitted by the County Executive, authorizing execution of Agreements with any or all of the following municipalities who do not currently participate in the Consortium:

Bronxville, Village of
Harrison, Town/Village of
Mount Pleasant, Town of
Pelham, Town of
Pound Ridge, Town of
Somers, Town of

Eastchester, Town of
Larchmont, Village of
North Castle, Town of
Pelham Manor, Village of
Rye, City of

Dated: _____, 2021
White Plains, New York

COMMITTEE ON
S Con CARP PLN HUD Coop Agts
CON123103

FISCAL IMPACT STATEMENT

SUBJECT: Cooperation Agreements for HUD App. 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 TBD

Total Current Year Revenue TBD

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

Additional Appropriations Other (explain)

Identify Accounts: TBD

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An ACT authorizing the County of Westchester to enter into Cooperation Agreements with one or more Westchester municipalities to undertake a community development program and apply for CDBG, HOME & ESG funds from the US Dept. of HUD for fiscal years 2022-2024.

Potential Related Operating Budget Revenues: Annual Amount TBD

Describe: _____

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

Current Year: TBD

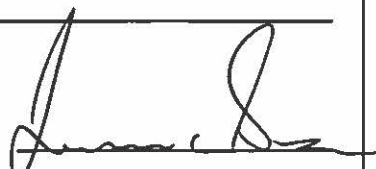
Next Four Years: TBD

Prepared by: Roberto Nascimento

Title: Sr. Budget Analyst


Department: Budget

Date: June 2, 2021

Reviewed By: 
Budget Director

Date: 6/2/21

TO: Norma V. Drummond
Acting Commissioner

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

DATE: May 27, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR URBAN COUNTY
COOPERATION AGREEMENTS**

In response to your request, the Planning Department has reviewed the above referenced action with respect to the State Environmental Quality Review Act and its implementing regulations, 6NYCRR Part 617 (SEQR).

The action involves entering into cooperation agreements with participating municipalities for the purpose of undertaking a community development program. In 1975, the Westchester Urban County Consortium was created to assist municipalities within Westchester County in the pursuit of HUD funding for community development and affordable housing projects. Up to 41 municipalities are eligible to enter into cooperation agreements with the County to participate in the Consortium; all have participated at some point in the past.

Execution of a cooperation agreement is a prerequisite, routine administrative procedure required by the U.S. Department of Housing and Urban Development (HUD) in order for municipalities to qualify for federal funding as an Urban County. The agreements are for a term of three years, with the option to renew for successive three year periods. Environmental reviews of the specific projects to be funded will be conducted during the applicable program year. HUD will not release funds for a project until all environmental review requirements pursuant to SEQR and the National Environmental Policy Act (NEPA) have been met.

Based on the above, the cooperation agreements (which will include an automatic renewal clause) may be classified as Type II actions, pursuant to section 617.5(c)(20), "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment." As such, no further environmental review is required to enter into these cooperation agreements.

Please contact me if you need any additional information regarding this classification.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Claudia Maxwell, Associate Environmental Planner

ACT NO. _____ - 2021

AN ACT authorizing the County of Westchester to enter into Cooperation Agreements with any or all of the listed municipalities to undertake a community development program and apply for Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solution Grants from the U.S. Department of Housing and Urban Development for the term of 2022 – 2024 which will automatically renew for successive three-year periods.

NOW, THEREFORE, BE IT ENACTED by the members of 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 cooperation agreements (“Agreement(s)”) with the following Westchester municipalities for the purpose of undertaking a community development program during Fiscal Years 2022-2024, with automatic renewals for successive three-year periods unless the County or the municipality exercises their option to terminate their Agreement at the end of any three- year period, pursuant to the Housing and Community Development Act of 1974, as amended with any or all of the following municipalities that do not already participate:

Bronxville, Village of	Eastchester, Town of
Harrison, Town/Village of	Larchmont, Village of
Mount Pleasant, Town of	North Castle, Town of
Pelham, Town of	Pelham Manor, Village of
Pound Ridge, Town of	Rye, City of
Somers, Town of	

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

§3. This Act shall take effect immediately.

George Latimer
County Executive

May 28, 2021

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its positive youth development program known as the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period July 5, 2021 through August 13, 2021. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for the positive youth development program offered, the County will provide funding assistance to the Village in an amount not to exceed Thirty-Eight Thousand and Fifty-Eight (\$38,058.00) Dollars pursuant to an approved budget. This Program and its components have been successfully funded in the past. In 2020, due to the pandemic the Village was unable to provide the program.

The proposed project does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators.

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

Sincerely,



George Latimer
County Executive

GL/DHM/CM/JPG
Attachment

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

Your Committee is in receipt of a communication from 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 Village of Tarrytown (the "Village") pursuant to which the Village will operate the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period July 5, 2021 through August 13, 2021. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for services rendered, the County will provide funding assistance to the Village in an amount not to exceed Thirty-Eight Thousand and Fifty-Eight (\$38,058) Dollars pursuant to an approved budget. This Program and its components have been successfully funded in the past. In 2020, due to the pandemic, the Village was unable to provide the program.

The proposed project does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends approval of the annexed proposed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

s: JG/5-13-21

FISCAL IMPACT STATEMENT

SUBJECT: Tarrytown/Sleepy Hollow Summer Day Camp 2021

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 \$ 38058

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 38,058

Describe: An Act which would authorize the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown pursuant to which the Village would operate the Tarrytown/ Sleepy Hollow Summer Day Camp for youth aged 3 through 11 years for the period July 5, 2021 through August 13, 2021.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: BD

5/26/21

Reviewed By: _____

[Signature]

Budget Director

5/26/21

Title: Financial Coordinator

Department: CEO/Youth Bureau

If you need more space, please attach additional sheets.

ACT NO. 2021 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with the Village of Tarrytown (the "Village") for the purpose of operating the Tarrytown/Sleepy Hollow Summer Day Camp in the amount of \$38,058

NOW, THEREFORE, BE IT ENACTED, by the County Board 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 (the "IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its Tarrytown/Sleepy Hollow Summer Day Camp for youth ages 3 through 11 years, for the period July 5, 2021 through August 13, 2021.

§2. In consideration for services rendered, the County will provide funding assistance to the Village in an amount not to exceed Thirty-Eight Thousand and Fifty-Eight (\$38,058) Dollars pursuant to an approved budget.

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

§4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2021 by and between

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

and

VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County desires that the Municipality provide its positive youth development program known as the Tarrytown/ Sleepy Hollow Day Camp (the “Program”); and

WHEREAS, the Municipality is willing to provide the Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A,” which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence on July 5, 2021 and shall terminate on August 13, 2021 unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Executive Director may request, and shall immediately inform the Executive Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, shall not exceed Thirty-Eight Thousand and Fifty-Eight (\$38,058) Dollars. The County shall pay the Municipality for performance of the Work hereunder, an amount not to exceed Thirty-Eight Thousand and Fifty-Eight (\$38,058.00) Dollars for expenses

actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the County.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents").

The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"):

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

FIFTH: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," 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 "C," 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 and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the 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 enforcing this provision of the Agreement.

SIXTH: (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B."

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality 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 ten (10) days 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 services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

EIGHTH: 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.

NINTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail, and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
112 E. Post Road, 3rd floor
White Plains, New York 10601

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

to the Municipality: Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TWELFTH: 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 express 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.

THIRTEENTH: 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.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
Richard Slingerland
Village Administrator/ Village of Tarrytown

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. _____ on the ___ day of _____, 2021.

Approved as to form
and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2021, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

DRAFT

CERTIFICATE OF AUTHORITY
(Municipality)

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

_____ 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, Town 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
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its
_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ____ day of _____, 2021, 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/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp
---	---

FUND AMOUNTS:		
Total Program Amount: 126,300	Funds Requested: 38,058	Cost Per Youth: 680

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Arduino	First Name: Joseph	Title: Rec. Supervisor
2.	Last Name: Slingerland	First Name: Richard	Title: Village Administrator

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)	<input type="checkbox"/>	Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-600-7334			
Agency Website: www.tarrytowngov.com		Implementing Agency/Municipality: Village of Tarrytown	
Mailing Street Address: 1 Depot Plaza Tarrytown N.Y. 10591			
Suite/Floor/Room # / P.O. Box	Rec.	City: Tarrytown	State: N.Y. Zip Code: 10591

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Slingerland	First Name: Richard	Title: Administrator	
Phone Number: 914-862-1802	Extension: 1802	Fax: 914-631-8770	Email: rslingerland@tarrytowngov.com

PROGRAM CONTACT PERSON:			
Last Name: Arduino	First Name: Joseph	Title: Rec. Supervisor	
Phone Number: 914-909-1095	Extension: 1095	Fax: 914-631-8770	Email: jarduino@tarrytowngov.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:30a - 4:00p.	Days of operation Mon - Fri.	From: July 5 th	To: Aug. 13 th

Other explain:

X _____

X 2/26/21

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

**WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE**

PROGRAM TITLE: Tarrytown/Sleepy Hollow Day Camp

PROJECTED TOTAL PROGRAM ENROLLMENT 187	Attendance
PROGRAM SUMMARY: The recreation department in the village of Tarrytown provides summer Tot & Day Camp programs to residents of Tarrytown and Sleepy Hollow. The programs will provide 6 weeks of summer time activities for all youth ages 3-11. Activities at the Tot camp are: theme days, color days, entertainment on site [clowns, musicians, learning about animals] arts & crafts, music and swimming twice a week at the Tarrytown recreation pool. Activities at the Day Camp are theme days too, color days, entertainment [magicians, DJ Dance party, learning about animals and Mad science activity] weekly trips to amusement parks, aquariums and swimming twice a week at the Tarrytown Recreation pool.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Day camp	238 W. Main St. Tarrytown N.Y. 10591 [Tarrytown Rec. Pool]	92	35		
Tot camp	238 W. Main St. Tarrytown N.Y. 10591 [Tarrytown Rec. Pool]				

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 91	# Female 96
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ETHNICITY (Enter number of participants per ethnic group)			
White 64	Black or African American 36	Two or more races 0	Hispanic or Latino 79
American Indian or Alaskan Native 0	Asian 8	Native Hawaiian or other Pacific Islander 0	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)		0-6 51	7-9 118	10-13 20	14-17 0	18-20 0	21+ 0
If "Yes," indicate number of youth:		Youth aging out of foster care: NA			Children of incarcerated parents: NA		
Youth in the juvenile justice system who re-enter the community NA				Runaway and homeless youth NA			

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

Program will adhere to NYS DOH physical safety requirements as required. Staff will conduct camper orientations every Monday for all campers which will include rules especially pertaining to physical and psychological safety.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Staff will receive training prior to camp starting on how to be clear and consistent when abiding by rules and expectations. They will also be trained on how to deal with camper's behavior and the chain of command.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Staff will be trained as caring, responsible adult role models and will address youth and family concerns and issues as they arise.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Program offerings will be relevant, age and culturally appropriate. Staff will encourage participation by all young people in various activities.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate behavior pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Throughout the program staff will be trained to help encourage their campers in all aspects of learning as well as help them build upon skills needed.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with youth and families as needed to address concerns. Staff will provide feedback to families as requested.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Attendance is the primary source of monitoring... to ensure that the programs are being used by as many youth in the community.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

Being present each day through daily attendance counts for a % of the camper's performance in the program. The staff (head counselors) are conducting this type of monitoring. All attendance is done at the onset of the day, ultimately it portrays a small picture of the camper's punctuality and commitment to the program. This information can be part of a camper's folder, and certainly can be information shared with the parent.

DRAFT

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components**

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR: Village of Tarrytown
PROGRAM TITLE: Tarrytown/Sleepy Hollow Day Camp

LIFE AREA: <i>(Enter Code & Description)</i>	Physical and Emotional Health
GOAL: <i>(Enter Code & Description)</i>	21
OBJECTIVE: <i>(Enter Code & Description)</i>	213
SOS: <i>(Enter Code & Description)</i>	0232 Year Round/Seasonal Activities
HOW MUCH: <i>(Enter Code & Description)</i>	0232A.1-# of youth participating
HOW WELL: <i>(Enter Code & Description)</i>	0232B.2-% of programs with a code of conduct and/or behavioral contracts
BETTER OFF: <i>(Enter Code & Description)</i>	0232C.3- # of youth who engage in 30 mins of physical activity

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>108</u> FEMALE <u>83</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE <u>66</u> BLACK OR AFRICAN AMERICAN <u>32</u> HISPANIC OR LATINO <u>85</u> AMERICAN INDIAN OR ALASKAN NATIVE <u>0</u> ASIAN <u>8</u> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <u>0</u> TWO OR MORE RACES <u>0</u> OTHER/NOT LISTED <u>0</u>
AGES:	0-4 <u>22</u> 5-9 <u>116</u> 10-14 <u>53</u> 15-17 <u>0</u> 18-20 <u>0</u> 21+ <u>0</u>
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? IF "YES," PLEASE DESCRIBE: _____	x <input type="checkbox"/> No <input type="checkbox"/> Yes

SCHEDULE "B"
BUDGET

WESTCHESTER COUNTY YOUTH BUREAU
PROGRAM BUDGET
SCHEDULE B

July 5th - August 13th 2021	Contract #: "To Be Assigned"
Village of Tarrytown Recreation Department	Tarrytown/Sleepy Hollow Day Camp

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
24 youth day camp counselors	8.00/hr.	hourly		
201 hrs X 24 X 8.00/hr.		38,058	38,058	
TOTAL SALARIES AND WAGES			38,058	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 38,058	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT **\$ 38,058**

TOTAL WCYB FUNDS REQUESTED **\$ 38,058**

List Other Funding Sources	\$	38,058	Reimbursable Total
	\$	-	Municipal Funding
	\$	-	Other Sources

Approved:

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

George Latimer
County Executive

June 1, 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 a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$3,311,000 to finance the following capital project:

RKL01 – Tarrytown Lighthouse Restoration ("RKL01").

The Bond Act, in the amount of \$3,311,000, would finance construction and construction management associated with the restoration of the County-owned Tarrytown Lighthouse.

The Department of Parks, Recreation and Conservation ("Department") has advised that this project will restore the Tarrytown Lighthouse, stabilize the structure and prevent further deterioration. The work will consist of, but not be limited to, repairs and repainting to the exterior cast iron, replacement of windows and doors, repair of cracks in the cellar/caisson area, cleaning and re-pointing of the foundation masonry, restoration of the interior plaster and painting finishes throughout, and repairs to and restoration of all the wood floors. The work will also include reconstruction of the intermediate landing between the bridge and gangway, a new security gate on the mainland, and new electric and exterior lighting. The Tarrytown Lighthouse, located just off the Kingsland Point Park shoreline, is listed on the National Register of Historic Places and is owned by Westchester County. The site is operated by the Village of Sleepy Hollow under an intermunicipal agreement with the County.

Design is currently underway and is expected to be completed by the 2nd Quarter of 2021 and is being performed by outside consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

It should be noted that by Bond Act No. 69-2011, your Honorable Board previously authorized the County to issue bonds to finance design and construction of improvements to the Tarrytown Lighthouse in the amount of \$552,000. Those bonds have been partially sold.

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,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/KOC/KU/jpg

**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 \$3,311,000 to finance capital project RKL01 – Tarrytown Lighthouse Restoration (“RKL01”). The Bond Act, which was prepared by the law firm of Hawkins, Delafield & Wood, LLP, will finance the rehabilitation of the County-owned Tarrytown Lighthouse.

The Department of Parks, Recreation and Conservation (“Department”) has advised that this project will restore the Tarrytown Lighthouse, stabilize the structure and prevent further deterioration. The work will consist of, but not be limited to, repairs and repainting to the exterior cast iron, replacement of windows and doors, repair of cracks in the cellar/caisson area, cleaning and re-pointing of the foundation masonry, restoration of the interior plaster and painting finishes throughout, and repairs to and restoration of all the wood floors. The work will also include reconstruction of the intermediate landing between the bridge and gangway, a new security gate on the mainland, and new electric and exterior lighting. The Tarrytown Lighthouse, located just off the Kingsland Point Park shoreline, is listed on the National Register of Historic Places and is owned by Westchester County. The site is operated by the Village of Sleepy Hollow under an intermunicipal agreement with the County.

Your Committee is advised that design is currently underway and is expected to be completed by the 2nd Quarter of 2021 and is being performed by outside consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

It should be noted that by Bond Act No. 69-2011, your Honorable Board previously authorized the County to issue bonds to finance design and construction of improvements to the Tarrytown Lighthouse in the amount of \$552,000. Those bonds have been partially sold.

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.

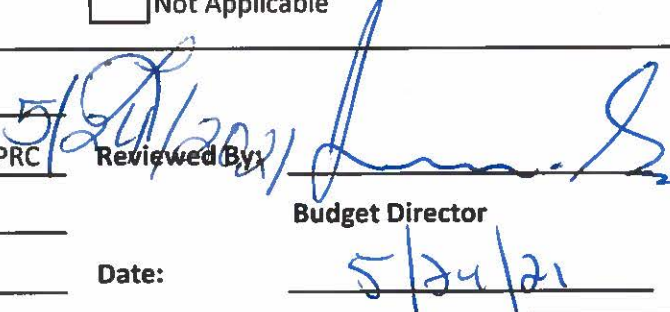
It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 2021
White Plains, New York


COMMITTEE ON

c/jpg/4-22-21

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>RKL01</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal \$	3,311,000	PPU 15	Anticipated Interest Rate 0.97%
Anticipated Annual Cost (Principal and Interest):	\$ 3,568,271		
Total Debt Service (Annual Cost x Term):	\$ 53,524,065		
Finance Department:	MA 5-20-21		
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):			
<hr/> <hr/>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:	36		
SECTION E - EXPECTED DESIGN WORK PROVIDER			
<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable	
Prepared by:	<u>Ken Uhle</u>	 Reviewed By: _____ Budget Director	
Title:	<u>Program Coord. Capital Planning PRC</u>		
Department:	<u>DPW&T</u>		
Date:	<u>5/24/21</u>		
		Date:	<u>5/24/21</u>

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

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

DATE: May 11, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RKL01 TARRYTOWN LIGHTHOUSE RESTORATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/19/2021 (Unique ID: 1667)

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

COMMENTS: None.

DSK/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 \$3,311,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REHABILITATION OF THE COUNTY-OWNED TARRYTOWN LIGHTHOUSE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,311,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,311,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$3,311,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the rehabilitation of the County-owned Tarrytown Lighthouse, located just off of the Kingsland Point Park shoreline, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$3,311,000. The plan of financing includes the issuance of \$3,311,000 bonds herein authorized and

any bond anticipation notes issued in anticipation of the sale of such bonds, 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 said specific object or purpose, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$3,311,000. 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 \$3,311,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

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

agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,311,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REHABILITATION OF THE COUNTY-OWNED TARRYTOWN LIGHTHOUSE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,311,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,311,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

object or purpose: to finance the rehabilitation of the County-owned Tarrytown Lighthouse, located just off of the Kingsland Point Park shoreline, as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued and period of probable usefulness: \$3,311,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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



CAPITAL PROJECT FACT SHEET

Project ID:* RKL01	<input type="checkbox"/> CBA	Fact Sheet Date:* 04-06-2021
Fact Sheet Year:* 2021	Project Title:* TARRYTOWN LIGHTHOUSE RESTORATION	Legislative District ID: 8,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 1667

Overall Project Description

The Tarrytown Lighthouse, located just off the Kingsland Point Park Shoreline is listed on the National Register of Historic Places and is owned by Westchester County, and operated by the Village of Sleepy Hollow under an intermunicipal agreement (IMA). This project will restore the lighthouse and stabilize the structure from further deterioration.

- | | | |
|---|--|--|
| <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	3,652	3,652	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3,652	3,652	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 210

Current Bond Description: This request will fund the construction and construction management for the restoration of the Tarrytown Lighthouse.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	3,311,000
Cash:	0
Total:	\$ 3,311,000

SEQR Classification:
TYPE II

Amount Requested:
3,311,000

Comments:
This request includes expired funds (\$211,000) from bond act 69-2011.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2011	800,000	DESIGN & CONSTRUCTION
2017	800,000	ADDITIONAL CONSTRUCTION COSTS.
2019	52,000	COST ESCALATION OF \$310,000 AND A REDUCTION OF NCS OF \$248,000
2020	2,000,000	CONSTRUCTION

Total Appropriation History:
3,652,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
11	69	552,000	340,285	DESIGN & REHAB OF TARRYTOWN LIGHTHOUSE

Total Financing History:

552,000

Recommended By:

Department of Planning
WBB4

Date
04-19-2021

Department of Public Works
RJB4

Date
04-20-2021

Budget Department
LMY1

Date
04-22-2021

Requesting Department
KUU1

Date
04-22-2021

TARRYTOWN LIGHTHOUSE RESTORATION (RKL01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; 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	3,652	3,652	210						
Non County Share									
Total	3,652	3,652	210						

Project Description

The Tarrytown Lighthouse, located just off the Kingsland Point Park Shoreline is listed on the National Register of Historic Places and is owned by Westchester County, and operated by the Village of Sleepy Hollow under an intermunicipal agreement (IMA). This project will restore the lighthouse and stabilize the structure from further deterioration.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2011	800,000	Design & construction	DESIGN
2017	800,000	Additional construction costs.	AWAITING BOND AUTHORIZATION
2019	52,000	Cost escalation of \$310,000 and a reduction of NCS of \$248,000	AWAITING BOND AUTHORIZATION
2020	2,000,000	Construction	AWAITING BOND AUTHORIZATION
Total	3,652,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,652,000	340,285	3,311,715
Federal Funds	(248,000)		(248,000)
Others	248,000		248,000
Total	3,652,000	340,285	3,311,715

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
69 11	552,000	12/10/13	75,762	211,715
		12/10/13	9,238	
		12/10/13	260	
		11/19/15	12,564	
		11/19/15	2,436	
		11/19/15	25	
		12/10/18	240,000	
Total	552,000		340,285	211,715

CAPITAL PROJECT FACT SHEET

Project ID:* RKL01	<input type="checkbox"/> CBA	Fact Sheet Date:* 04-06-2021
Fact Sheet Year:* 2021	Project Title:* TARRYTOWN LIGHTHOUSE RESTORATION	Legislative District ID: 8,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 1667

Overall Project Description

The Tarrytown Lighthouse, located just off the Kingsland Point Park Shoreline is listed on the National Register of Historic Places and is owned by Westchester County, and operated by the Village of Sleepy Hollow under an intermunicipal agreement (IMA). This project will restore the lighthouse and stabilize the structure from further deterioration.

- | | | |
|---|--|--|
| <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	3,652	3,652	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
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SEQR Classification:

TYPE II

Amount Requested:

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Appropriation History:

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2019	52,000	COST ESCALATION OF \$310,000 AND A REDUCTION OF NCS OF \$248,000
2020	2,000,000	CONSTRUCTION

Total Appropriation History:

3,652,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
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Total Financing History:

552,000

Recommended By:

Department of Planning
WBB4

Date
04-19-2021

Department of Public Works
RJB4

Date
04-20-2021

Budget Department
LMYI

Date
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TARRYTOWN LIGHTHOUSE RESTORATION (RKL01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; 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)									
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