

Public Safety & Veterans Meeting Agenda



Committee Chair: David Tubiolo

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

Wednesday, February 25, 2026

10:00 AM

Committee Room

Joint with B&A and I&H

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

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

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

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2026-78](#) **BOND ACT-BPS42-Firing Range Rehabilitation**

A BOND ACT authorizing the issuance of EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$875,000) DOLLARS in bonds of Westchester County to finance Capital Project BPS42 - Firing Range Rehabilitation.

***COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS,
INFRASTRUCTURE & HOUSING AND PUBLIC SAFETY & VETERANS***

Guests:

Captain Jeffrey Weiss
Public Safety Department

2. [2026-39](#) **IMA-Firing Range-Carmel**

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into an inter-municipal agreement with the Town of Carmel in order to have its public safety employees from Carmel utilize the County's Firing Range located at the

County's Police Academy in Valhalla, New York, for firearms training.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY & VETERANS

Guests:

Captain Jeffrey Weiss

Public Safety Department

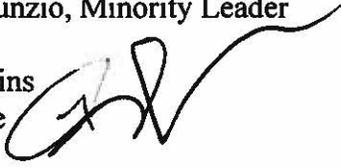
II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

February 5, 2026

TO: Hon. Vedat Gashi, Chair
Hon. Terry Clements, Vice Chair
Hon. Judah Holstein, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive 

RE: Message Requesting Immediate Consideration: **Bond Act – BPS42 –
Firing Range Rehabilitation.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators February 9, 2026 Agenda.

Transmitted herewith for your review and approval is a bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$875,000 to finance the following capital project: BPS42.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for February 9, 2026 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

February 9, 2026

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$875,000 to finance the following capital project:

BPS42 – Firing Range Rehabilitation ("BPS42").

The Bond Act, in the amount of \$875,000, would finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system and soundproofing system.

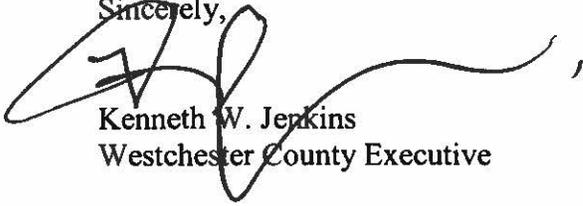
The Department of Public Safety ("Department") has advised that the target transport system components will be replaced and upgraded with longer-lasting, readily available parts (replacement parts for current system are no longer available). The public address system used to give range commands and safety information (which was installed in or about 2008) will be replaced with a new system that is readily serviceable and functions reliably. Sound proofing throughout the building will be replaced to reduce noise pollution outside the building and restore the inside of the building to safer noise levels for building occupants.

Following bonding authorization, design relating to soundproofing will be scheduled and is anticipated to take three (3) months to complete. It is anticipated that the sound proofing design work will be completed by in-house staff, and it is estimated that construction related thereto will take five (5) months to complete and will begin after award and execution of the construction contracts. The remaining improvements do not require design work. It is anticipated that the remaining improvements will be simultaneously completed by separate contractors, and will be completed six (6) months following the award, and execution of the contracts.

It should be noted that your Honorable Board has previously authorized financing in connection with BPS42 as indicated in the annexed capital project fact sheet.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$875,000 to finance capital project BPS42 – Firing Range Rehabilitation (“BPS42”). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system and soundproofing system. .

The Department of Public Safety (“Department”) has advised that the target transport system components will be replaced and upgraded with longer-lasting, readily available parts (replacement parts for current system are no longer available). The public address system used to give range commands and safety information (which was installed in or about 2008) will be replaced with a new system that is readily serviceable and functions reliably. Sound proofing throughout the building will be replaced to reduce noise pollution outside the building and restore the inside of the building to safer noise levels for building occupants.

Following bonding authorization, design relating to soundproofing will be scheduled and is anticipated to take three (3) months to complete. It is anticipated that the sound proofing design work will be completed by in-house staff, and it is estimated that construction related thereto will take five (5) months to complete and will begin after award and execution of the construction contracts. The remaining improvements do not require design work. It is anticipated that the remaining improvements will be simultaneously completed by separate contractors, and will be completed six (6) months following the award, and execution of the contracts.

It should be noted that your Honorable Board has previously authorized financing in connection with BPS42 as indicated in the annexed capital project fact sheet.

The Planning Department has advised your Committee that based on its review, BPS42 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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

Dated: _____, 2026
White Plains, New York

COMMITTEE ON:

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPS42

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 875,000 PPU 5 Anticipated Interest Rate 2.38%

Anticipated Annual Cost (Principal and Interest): \$ 187,831

Total Debt Service (Annual Cost x Term): \$ 939,156

Finance Department: maab 2-4-26

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 10

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 2/4/26

Reviewed By: 

DV 2/4/26

Budget Director

Date:

2/4/26

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: February 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPS42 FIRING RANGE REHABILITATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 12/04/2025 (Unique ID: 3096)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: None.

DSK/oav

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE POLICE ACADEMY FIRING RANGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$875,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; 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 (the "County"), NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$875,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system, and soundproofing system, and related work; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any

details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$875,000. The plan of financing includes the issuance of \$875,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$875,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in

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

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

STATE OF NEW YORK)
 : ss.:
COUNTY OF 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 \$875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE POLICE ACADEMY FIRING RANGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$875,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system, and soundproofing system, and related work; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$875,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*

BPS42

CBA

Fact Sheet Date:*

01-02-2026

Fact Sheet Year:*

2026

Project Title:*

FIRING RANGE REHABILITATION

Legislative District ID:

3,

Category*

BUILDINGS, LAND &
MISCELLANEOUS

Department:*

PUBLIC SAFETY

CP Unique ID:

3096

Overall Project Description

This project will rehabilitate the downrange end of the Police Academy firing range, addressing the gunshot backstop structure and deflector plate system. Additionally, replacement of the target system, public address system and soundproofing system will also be accomplished.

Best Management Practices

Energy Efficiencies

Infrastructure

Life Safety

Project Labor Agreement

Revenue

Security

Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	1,200	325	875	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,200	325	875	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 288

Current Bond Description: Bonding is requested for the replacement of the target system, public address system and soundproofing system.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	875,000
Cash:	0
Total:	\$ 875,000

SEQR Classification:

TYPE II

Amount Requested:

875,000

Expected Design Work Provider:

County Staff

Consultant

Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	325,000	FUNDS THE PROJECT
2026	875,000	FUNDS THE PROJECT

Total Appropriation History:

1,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
25	32	325,000	0	FIRING RANGE REHABILITATION

Total Financing History:

325,000

Recommended By:

Department of Planning
DVWA

Date
12-04-2025

Department of Public Works
RJB4

Date
12-05-2025

Budget Department
DEV9

Date
12-05-2025

Requesting Department
SQGQ

Date
12-05-2025

FIRING RANGE REHABILITATION (BPS42)

User Department : Public Safety
Managing Department(s) : Public Safety ; 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	2026	2027	2028	2029	2030	Under Review
Gross	1,200	325	288	875					
Non County Share									
Total	1,200	325	288	875					

Project Description

This project will rehabilitate the downrange end of the Police Academy firing range, addressing the gunshot backstop structure and deflector plate system. Additionally, replacement of the target system, public address system and soundproofing system will also be accomplished.

Current Year Description

The current year request funds replacement of the target system, public address system and soundproofing system.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2026	875,000			875,000

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
2025	325,000	Funds the project	IN PROGRESS
Total	325,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	325,000		325,000
Total	325,000		325,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
32 25	325,000			325,000
Total	325,000			325,000



Kenneth W. Jenkins
County Executive

January 20, 2026

Westchester County Board of Legislators
148 Martine Avenue, Room 800
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your consideration is proposed legislation, which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into an inter-municipal agreement ("IMA" or "Agreement") with the Town of Carmel, New York ("Carmel"), in order to have its public safety employees utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as Grasslands Campus, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training. The IMA will be for a term of five (5) years, commencing on August 1, 2026 and expiring on July 31, 2031. Each party will have the right to terminate the Agreement on thirty (30) days' written notice to the other.

In exchange for the use of the Firing Range, Carmel will pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range will be operated under the direction of the Department's safety officer. Carmel will adhere to all instructions issued by the Department's safety officer. Carmel will have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel will pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any Carmel employee attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from Carmel provide instruction at the Police Academy, under separate agreement between the County and Carmel, the Commissioner of the Department, or his designee, may provide Carmel with a credit equal to one (1) eight - hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County has entered into a number of IMAs with municipalities throughout Westchester County to use the Firing Range for firearms training since 2008, which your Honorable Board last authorized on September 15, 2025, by Act No. 178-2025, as well as with Carmel, which your Honorable Board last authorized on May 10, 2021, by Act No. 83-2021. The program has proven successful, and it is recommended that the County continue to allow Carmel to take part in this

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

Telephone: (914)995-2900

E-mail: ceo@westchestercountyny.gov

valuable program.

I urge your Honorable Board's approval of the attached proposed legislation as the continuation of this program is worthwhile and in the best interests of the County.

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

KWJ/cmc
Attachments

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

Your Committee is recommending the approval of an Act which would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into an inter-municipal agreement ("IMA" or "Agreement") with the Town of Carmel, New York ("Carmel"), in order to have its public safety employees utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as Grasslands Campus, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training. The IMA will be for a term of five (5) years, commencing on August 1, 2026 and expiring on July 31, 2031. Each party will have the right to terminate the Agreement on thirty (30) days' written notice to the other.

In exchange for the use of the Firing Range, Carmel will pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range will be operated under the direction of the Department's safety officer. Carmel will adhere to all instructions issued by the Department's safety officer. Carmel will have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel will pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any Carmel employee attending the Firing Range will be responsible to bring his/her own weapons and ammunition.

In the event that police officers from Carmel provide instruction at the Police Academy, under separate agreement between the County and Carmel, the Commissioner of the Department, or his designee, may provide Carmel with a credit equal to one (1) eight - hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County has entered into a number of IMAs with municipalities throughout Westchester County to use the Firing Range for firearms training since 2008, which your Honorable Board last authorized on September 15, 2025, by Act No. 178-2025, as well as with Carmel, which your Honorable Board last authorized on May 10, 2021, by Act No. 83-2021. The program has proven successful, and it is recommended that the County continue to allow Carmel to take part in this valuable program.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2026.
White Plains, New York

COMMITTEE ON

C:CMC/DPS/Carmel.01.20.2026

FISCAL IMPACT STATEMENT

SUBJECT: Carmel to Utilize Firing Range NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____

Total Current Year Revenue \$ _____

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

Additional Appropriations Other (explain)

Identify Accounts: In exchange for use of the Firing Range, an instructor will be supplied to the Academy or a flat rate of \$3,090.00 will be charged to the Town.

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Town of Carmel's public safety employees will utilize County Firing Range.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

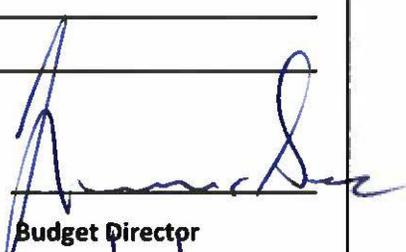
Next Four Years: _____

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: January 12, 2026

SSS
Reviewed By: 
Budget Director
Date: 1/12/26

ACT NO. 2026-_____

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into an inter-municipal agreement with the Town of Carmel in order to have its public safety employees from Carmel utilize the County's Firing Range located at the County's Police Academy in Valhalla, New York, for firearms training.

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

Section 1. The County of Westchester ("County"), acting by its Department of Public Safety ("Department"), is authorized to enter into an inter-municipal agreement ("IMA") with the Town of Carmel, New York ("Carmel") in order to have its public safety employees utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as Grasslands Campus, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training.

§2. In exchange for the use of the Firing Range, Carmel shall pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the Department's safety officer. Carmel shall adhere to all instructions issued by the Department's safety officer. Carmel shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any Carmel employee attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from Carmel provide instruction at the Police Academy, under separate agreement between the County and Carmel, the Commissioner of the Department, or his designee, may provide Carmel with a credit equal to one (1) eight - hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

§3. The IMA shall be for a period of five (5) years, commencing on August 1, 2026 and expiring on July 31, 2031. Each party shall have the right to terminate the agreement on thirty (30) days' notice to the other.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

THIS AGREEMENT (“Agreement”), made this day of , 2026, by
and between:

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

And

THE TOWN OF CARMEL a municipal corporation of the State of New York, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as “Carmel”)

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Public Safety (“Department”), has a firing range facility (“Firing Range”) located at the County’s Police Academy in Valhalla, New York, also known as the Grasslands Campus in the Town of Mount Pleasant, New York (“Police Academy”). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Carmel desires to send its public safety employees to the Firing Range for training purposes upon the terms and conditions set forth below.

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

Section 1. The County and Carmel agree that Carmel may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. Carmel may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. Carmel must contact the County by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Carmel must contact the Department by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to

the desired firearms training session. Promptly thereafter, upon at least twenty-four (24) hours prior to the reservation date, Carmel shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by Carmel that an email will be provided by the Department's Firing Range personnel upon a telephonic request for same from Carmel.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, Carmel shall pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. Carmel shall adhere to all instructions issued by the Department's safety officer. Carmel shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

The County shall send an invoice to Carmel not later than the 15th day of the month following the month in which the services were provided by the County. Carmel shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. Carmel agrees to procure and maintain insurance naming the County 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," Carmel agrees:

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

(c) In the event Carmel 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 Carmel 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.

Section 4. In no event shall the County have any obligation to Carmel or its employees for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence on August 1, 2026 and continue in full force and effect for five (5) years until July 31, 2031, unless terminated earlier pursuant to the terms herein.

Section 6. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 7. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner
 Department of Public Safety
 Saw Mill River Parkway
 Hawthorne, New York 10532

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

To Carmel: Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

Section 10. Carmel and the County agree that Carmel and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, Carmel covenants and agrees that neither Carmel nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Carmel shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner
Department of Public Safety

THE TOWN OF CARMEL

By _____

Approved by the Westchester County Board of Legislators by Act No. _____ - 2026 on

Approved:

Assistant County Attorney
The County of Westchester
2026-31 Carmel IMA.cmc.01.08.2026

Date

CARMEL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2026, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal 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 municipal corporation.

Notary Public County

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

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution the _____ of
the Municipality, that said agreement was duly signed for on behalf of said Municipality by
authority of its _____ Legislature _____ thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 2026, before me personally
came

_____, to me known, and known to me to be the
_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, the said _____
resides at _____

and that he is _____ of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY-Firing Range Agreement)**

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. The 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 the 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) Employer's Liability with minimum limit of \$100,000.00.
- c) 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.

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

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

- e) 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.

- f) Police Professional Liability: The Municipality shall provide proof of such insurance (\$1,000,000 per occurrence)

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.