

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Tuesday, November 12, 2024

10:00 AM

Committee Room

CALL TO ORDER

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

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

MINUTES APPROVAL

Monday, October 21, 2024 at 10:00 AM Minutes

Tuesday, October 22, 2024 at 10:00 AM Minutes

Wednesday, October 23, 2024 at 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

1. [2024-572](#) **IMA-Crime Scene Vehicle-Putnam**

An ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigation Team.

Guest: Department of Public Safety
Sgt. Robert Pavone

2. [2024-559](#) **PH-Lease Agreement with State of New York for Space at 200 Bradhurst Avenue, Hawthorne**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services ("OGS"), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term. [Public Hearing set for _____, 2024 at ____ .m.]. LOCAL LAW INTRO: 2024-561.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Emergency Services
Commissioner Richard Wishnie
Deputy Commissioner Susan Spear
Director Dennis Delborgo

Associate County Attorney Rachel Noe-LAW

3. [2024-561](#) **LOCAL LAW-Lease Agreement with State of New York for Space at 200 Bradhurst Avenue, Hawthorne**

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services ("OGS"), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Emergency Services
Commissioner Richard Wishnie
Deputy Commissioner Susan Spear
Director Dennis Delborgo

Associate County Attorney Rachel Noe-LAW

4. [2024-555](#) **ACT-Revised Investment Policy**

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law, Section 39.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

Guests: Finance Department
Commissioner Karin Hablow
Deputy Commissioner Mario Arena

5. [2024-576](#) **RESO-PH-2025 Westchester County Budget**

A Public Hearing on the Proposed 2025 Westchester County Budget for Wednesday, December 4, 2024 at 7:00pm, and designating which papers will publish the Notice Public Hearing.

6. [2024-577](#) **RES-2025 Westchester County Budget - Suspending Rules 9 & 11**

A RESOLUTION suspending Rules 9 & 11 of the Rules of the Westchester County Board of Legislators with regard to the 2025 Propose Westchester County Budget.

7. [2024-578](#) **RES-2025 Westchester County Budget - PH Rules for In-person and WebEx Speakers**

A RESOLUTION adopting certain rules of conduct for the Public Hearing on the Proposed 2025 Westchester County Budget for in-person and WebEx speakers.

Budget Department- 3rd Quarter Report including District & Airport

Guest: Budget Department
Director Larry Soule

Budget Department Presentation on the 2025 Operating Budget

Guest: Budget Department
Director Larry Soule

Finance Department Presentation on the 2025 Operating Budget

Guest: Finance Department
Commissioner Karin Hablow

Debt Service, Fringe Benefits, Miscellaneous Budget, 6N & 6J

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

Westchester County

George Latimer
County Executive

November 6, 2024

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

Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if enacted by your Honorable Board, will authorize the County of Westchester ("Westchester") to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam"), whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle ("CSV"), as identified in Schedule "A", attached to the proposed Act submitted herewith, for use by Putnam's Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

The CSV was acquired by the County's Department of Public Safety (the "Department") in 2003 and was used to support crime scene detectives in the field by providing them with ready access to tools and equipment needed to process a crime scene for evidence. However, the CSV is no longer needed by the Department as it has been replaced by a new crime scene vehicle.

Putnam's current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair. I have been advised that because the CSV is still operational, it would benefit Putnam's Fire Investigations Team for use in arson investigations in that county. Accordingly, it is recommended that the CSV be leased to Putnam for such purposes.

Under the proposed IMA, the County will lease the CSV in "AS IS" condition. In consideration for the use of the CSV, Putnam will pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, will man, operate, repair and maintain the CSV to investigate suspicious fires within Putnam.

Additionally, Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will either be transferred back to Westchester or authorization for a new lease agreement will be pursued.

The lease of the CSV to Putnam will serve a Westchester County purpose by allowing Westchester to maintain ownership of the CSV while temporarily transferring the expense of storing, maintaining, repairing, registering and insuring the CSV from Westchester to Putnam.

As I believe that the proposed lease is in the best interest of the County, I respectfully urge your Honorable Board to approve the attached Act.

Very truly yours,



George Latimer
Westchester County Executive

GL/TR/jpg/nn

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which will authorize the County of Westchester (“Westchester”) to enter into an intermunicipal agreement (“IMA”) with the County of Putnam (“Putnam”), whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle (“CSV”) as identified in Schedule “A”, attached to the proposed Act submitted herewith, for use by Putnam’s Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

Your Committee is advised that the CSV was acquired by the County’s Department of Public Safety (the “Department”) in 2003 and was used to support crime scene detectives in the field by providing them with ready access to tools and equipment needed to process a crime scene for evidence. However, the CSV is no longer needed by the Department as it has been replaced by a new crime scene vehicle.

Your Committee is advised that Putnam’s current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair. Your Committee is advised that because the CSV is still operational, it would benefit Putnam’s Fire Investigations Team for use in arson investigations in that county. As such, it is recommended that the CSV be leased to Putnam for such purposes.

Under the proposed IMA, Westchester will lease the CSV in “AS IS” condition. In consideration for the use of the CSV, Putnam will pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, will man, operate, repair and maintain the CSV to investigate suspicious fires within Putnam.

Your Committee is advised that Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will either be transferred back to

Westchester or authorization for a new agreement to continue with the arrangement will be pursued.

Your Committee is advised that the lease of the CSV to Putnam will serve a Westchester County purpose by allowing Westchester to maintain ownership of the CSV while temporarily transferring the expense of storing, maintaining, repairing, registering and insuring the CSV from Westchester to Putnam.

The Planning Department has advised that, based on its review, the proposed IMA may be classified as a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C: JPG 10/16/24

FISCAL IMPACT STATEMENT

SUBJECT: Lease Crime Scene Vehicle to Putnam 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 \$ 1

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

Additional Appropriations

Other (explain)

Identify Accounts: An Act authorizing the County to lease a 2003 Ford F550 Crime Scene Vehicle to the County of Putnam for \$1 , for a 5-year term.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: County Of Putnam will lease a 2003 Ford F550 Crime Scene Vehicle from the County for \$1, for a 5-year term.

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$1

Next Four Years: \$0

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services


Department: Public Safety

Date: October 23, 2024

Reviewed By: 
Budget Director

Date: 11/1/24

TO: Siva Gopalkrishna, Director of Administrative Services
Department of Public Safety

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

DATE: October 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
CRIME SCENE VEHICLE TO PUTNAM COUNTY**

PROJECT/ACTION: An intermunicipal agreement with the County of Putnam, whereby the County of Westchester will lease it's old crime scene vehicle, which has been replaced by a new crime scene vehicle, to Putnam County for a term of 5 years to replace it's Fire Investigations Vehicle which is beyond economical repair.

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 because the project/action may be classified as a TYPE II action 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: Although not a permanent conveyance, the action involves a transfer of surplus government property, which would be classified as a Type II action pursuant to the section above.

DSK/cnm

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

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigations Team.

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

Section 1. The County of Westchester ("Westchester") is authorized to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam") whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle, as identified in Schedule "A", attached hereto and made a part hereof (the "CSV"), for use by the Putnam County Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

§2. Westchester shall lease the CSV to Putnam in "AS IS" condition. In consideration for the use of the CSV, Putnam shall pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, shall man, operate, repair and maintain the CSV to investigate fires within Putnam. Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester.

§3. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will be transferred back to Westchester or authorization for an agreement to continue with the arrangement will be pursued.

§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 effectuate the purposes hereof.

§5. This Act shall take effect immediately.

SCHEDULE "A"

DESCRIPTION OF VEHICLE TO BE LEASED

MAKE: FORD

MODEL: F550 CRIME SCENE VEHICLE

YEAR: 2003

VIN # 1FDAF57P93EB91357

THIS AGREEMENT made this ___ day of _____ 2024 by and between:

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

COUNTY OF PUTNAM, a municipal corporation of the State of New York having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as "Putnam"),

together the "Parties")

WITNESSETH:

WHEREAS, the County, through its Department of Public Safety (the "Department"), purchased, owns and maintains a 2003 Ford F550 Crime Scene Vehicle, VIN# 1FDAF57P93EB91357 (hereinafter the "Vehicle"), which it previously used in connection with crime scene investigations; and

WHEREAS, the Department has acquired a new crime scene vehicle and no longer needs the Vehicle; and

WHEREAS, Putnam's current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair and is in need of replacement; and

WHEREAS, the County desires to lease the Vehicle to Putnam for use by Putnam's Fire Investigations Team (hereinafter the "FIT").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree as follows:

1. **VEHICLE LEASE**: The County hereby leases the Vehicle to Putnam for use by Putnam's FIT when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

2. **CONSIDERATION:** In consideration for the lease of the Vehicle to Putnam, Putnam agrees to pay the County the sum of One (\$1.00) Dollar. As additional consideration, Putnam shall man, operate, repair and maintain the Vehicle for use in arson investigations.

3. **STORAGE:** Putnam agrees to store the Vehicle at a secure location at the FIT facility or other secure locations in Putnam. Putnam shall notify the County of the location at which the Vehicle is garaged.

4. **TITLE:** The County has furnished Putnam with documentation of the County's title to the Vehicle. Title shall remain in the name of The County. The Vehicle shall be registered in Putnam's name during the entire term of this Agreement. The County may place, or cause to be placed upon the Vehicle, identification symbols denoting ownership by the County. Such marking shall be affixed in accordance with the County's directions and which shall not be removed by Putnam.

Putnam shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this lease or any other document deemed desirable by the County to protect the County's title to the Vehicle. Putnam shall keep the Vehicle free and clear of all levies, liens and encumbrances.

5. **DISCLAIMERS:** The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the Vehicle or any part thereof, including but not limited to, the Vehicle's durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the Vehicle at the time of delivery. Putnam accepts the Vehicle "AS IS" in all respects.

6. **TERM:** The term of this Agreement shall commence upon execution of this Agreement by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall continue for a period of five (5) years from the Commencement Date, unless earlier terminated as herein provided. Upon expiration or termination of this Agreement, Putnam will take all action appropriate and necessary to immediately return the Vehicle to the County in a timely fashion.

7. **EXTERIOR AND INTERIOR ADVERTISING:** Application of vehicle markings and graphics identifying the vehicle as being operated by the Putnam County Fire Investigation Team, fleet number, emergency phone number and reflective safety striping, shall be authorized pursuant to this agreement. Upon expiration or termination of this agreement, all such vehicle markings and/or graphics shall be removed from the Vehicle by Putnam at Putnam's sole cost and expense.

8. **CHARGES, FEES AND EXPENSES:** Putnam shall be responsible for the payments for any charges, inspection fees, or other costs, including, but not limited to, gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against Putnam or the County. In addition, Putnam shall pay all expenses, except titling, in connection with the use and operation of the Vehicle during the term of this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

9. **INSPECTION/ACCESS:** The County shall have the right to inspect the Vehicle on two (2) days' notice at a location in Putnam County or Westchester County. The County shall make reasonable efforts, however, not to unduly interfere with the operations or maintenance schedules of Putnam. The County inspectors shall be allowed on the premises where the Vehicle is stored without the necessity of written permission, after identifying to Putnam their status as County employees. The making of any inspections shall begin promptly upon presentation of the Vehicle and be carried through to completion as expeditiously as possible. In addition to the County, Putnam shall also permit any authorized representative of the State, Federal or other governmental agency to inspect the Vehicle as well as all relevant data and records. Putnam shall also permit the above named persons to audit the books, records and accounts of Putnam relating to the Vehicle covered by this Agreement, as may be deemed necessary by the aforementioned persons.

The County reserves the right to designate a specific time and place for inspection of the Vehicle in accordance with this paragraph "9". Putnam shall make reasonable efforts to comply with any such direction from The County.

10. **REPAIRS, PARTS AND REQUIREMENTS:** Putnam shall make all necessary repairs to the Vehicle, at its own cost and expense, to ensure, among other considerations, safe operation and continuity of the services contemplated hereunder. The design, quality and component part of repairs will conform to all applicable requirements and to all applicable standards. Rebuilt parts or units must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts or rebuilt parts equal to or better than those originally installed in the Vehicle.

11. **MAINTENANCE:** Putnam, at its own cost and expense, shall maintain the Vehicle in good working order and repair and in accordance with the manufacturer's manual, instructions and/or warranty requirements and as directed by the DPWT Commissioner. In the event of a dispute regarding maintenance, alteration, or repair of a Vehicle, the reasonable and good faith determination of the DPWT Commissioner shall be final. Putnam shall maintain the Vehicle in a manner whereby the Vehicle shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the Vehicle. In addition, the interior must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

The County shall have the right to inspect the Vehicle and Putnam's records with respect thereto as shall be reasonably necessary to confirm the Putnam's proper maintenance of the Vehicle, on two (2) days' notice at a location in Putnam County or Westchester County. Putnam shall, as promptly as possible, correct any unsatisfactory items reported by such inspections. The DPWT Commissioner may reasonably order repairs to be made at any time to ensure that the Vehicle is safe and dependable in accordance with the requirements of this Agreement.

Should the Vehicle require repair attributable to such circumstances, including, but not limited to, motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, Putnam shall use its best efforts to, within ten (10) days, get the Vehicle inspected by an insurance adjuster. Once the Vehicle has been so inspected, or if the cost of repair is not covered by an insurance policy, Putnam shall immediately make all necessary repairs, subject to the availability of required materials and supplies, to ensure that the Vehicle is safe and operable.

Putnam shall not perform any material alteration to the Vehicle without the County's prior written consent. All repairs, additions and improvements made to the Vehicle, in particular such repairs, additions and improvements which are meant to be permanently affixed to the Vehicle, shall belong to the County and shall become part of the Vehicle. All such repairs, additions and improvements shall be reported to the County. If the County consents, any alterations may be removed from the Vehicle prior to their return of the Vehicle to the County upon the termination of this Agreement.

If the Vehicle is in any manner improperly maintained, or if Putnam fails to make necessary repairs as heretofore provided, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the Vehicle with or without a court order or other process of law, wherever the Vehicle may be located, and effectuate the necessary repairs, provided however, that Putnam may defeat such right of the County to repossess the Vehicle by curing the default complained of within ten (10) days or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Putnam waives any and all claims against the County with respect to such taking of possession and agrees to remit the cost of any County repairs within thirty (30) days of receipt of a County claim therefor.

Putnam will be permitted to operate the Vehicle with retreaded tires and/or batteries, but retreaded tires will not be permitted on the front wheels of the Vehicle under any conditions.

12. INSPECTIONS AND COMPLIANCE WITH LAW: Putnam shall maintain the Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. Putnam shall be responsible for all costs incurred in enabling the Vehicle to successfully pass each inspection. Putnam shall comply with all governmental laws, regulations and rules with respect to the use, maintenance and operation of the Vehicle. In case any part of the Vehicle shall be required to be changed or replaced, or in case any additional or other part is required to be installed on the Vehicle in order to comply with laws, regulations, requirements and rules, Putnam agrees to make such changes, additions and replacements; and Putnam agrees to maintain the Vehicle in full compliance with such laws, regulations, requirements and rules during the term of this

Agreement. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York and applicable Federal laws, including without limitation, certification and assurance requirements of the Federal Transit Administration.

Putnam shall ensure that any persons authorized to drive the Vehicle are properly licensed in accordance with applicable law.

13. **REPORTS:**

(a) Putnam shall prepare and deliver to the DPS Commissioner at least annually, or as otherwise requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency by reason of the ownership by the County of the Vehicle or the leasing of the Vehicle to Putnam or operation of the contracted service. Such information shall include, without limitation, the mileage of the Vehicle and the number of passengers using the Vehicle.

(b) Putnam shall maintain reports of all maintenance and repairs performed on the Vehicle in accordance with Paragraphs 11 and 12 hereof, and such reports shall be available and subject to inspection by Westchester upon Westchester's request, within two days of such request.

(c) Putnam shall conform its reports to any format reasonably requested by the DPS Commissioner.

14. **INDEMNIFICATION AND INSURANCE:** In addition to and not in limitation of the insurance provisions contained in Schedule "B" attached hereto and made a part hereof, Putnam agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, Putnam 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, attorneys' fees or loss arising directly or indirectly out of the

use and/or maintenance of the Vehicle by Putnam or third parties under the direction or control of Putnam; 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 Putnam 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 Putnam 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.

15. **ASSIGNMENT**: Putnam shall not assign, transfer or encumber its leasehold interest in the Vehicle under this Agreement without the prior written consent of the County. Putnam shall not, without the prior written consent of the County, surrender possession or control of, or suffer or allow the Vehicle to pass out of its possession or control, except for the purpose of performing repairs and maintenance.

16. **TERMINATION**: (a) In the event Putnam defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon ten (10) days written notice to Putnam, provided however, that Putnam may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by Putnam, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to Putnam.

(b) Either party, upon forty-five (45) days notice to the other party, may terminate this Agreement in whole or in part when it deems termination to be in its best interest.

Upon termination, all right of Putnam to the use of the Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but Putnam shall remain liable as hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where the Vehicle may be and take possession of such Vehicle and thenceforth hold, possess and enjoy the same free from any right of Putnam or its successors or assigns, to use the Vehicle for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from Putnam any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement. The County shall take immediate possession of the Vehicle leased hereunder, wherever found, with or without process of law, and the County shall not be responsible for any damage which Putnam sustains by virtue of said act.

17. **REPOSSESSION:** Immediately upon expiration or termination of this Agreement, Putnam will, at its sole cost and expense, at the request of the County, deliver possession of the Vehicle to the County at any location within Westchester County as the County may designate whereupon Putnam shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to Putnam. For the purpose of delivering possession of the Vehicle to the County as above required, Putnam shall, at its own expense and cost:

(a) Forthwith deliver such Vehicle to a location within Westchester County as the County may designate; and

(b) Putnam is hereby obligated to deliver the Vehicle in complete and operable condition as set forth in Paragraph "18"; and

(c) If Putnam fails to deliver the Vehicle, the County shall have the right to repossess the Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located and Putnam waives all claims against the County with respect to such taking of possession.

"Possession" in this paragraph is defined to include both the taking of the Vehicle into the County's physical custody, and/or the mailing and/or personal delivery to Putnam of a

notification in writing that the County elects to take constructive possession of the Vehicle wherever located.

18. **WEAR AND TEAR:** On expiration or termination of this Agreement, Putnam shall deliver the Vehicle in accordance with Paragraph "17", complete and operable, excepting normal wear and tear.

19. **LOSS, THEFT, DAMAGE OR DESTRUCTION AND SETTLEMENT:** Putnam shall bear all risks of damage, loss, theft, or destruction, partial or complete, of the Vehicle or any portion, thereof, including acts of its employees and servants. Any resultant replacement, repairs, or substitution of parts of the Vehicle, shall be at the sole cost and expense of Putnam. In the event of any loss, theft, or destruction of the Vehicle or damage thereof, Putnam shall promptly notify the DPWT Commissioner both by phone and in writing and dispose of the Vehicle and records in accordance with instructions from the County. In all instances, Putnam shall either repair the Vehicle to the same standard or condition required under this Agreement, or, subject to prior written approval of the County, replace the entire Vehicle with another Vehicle of comparable condition and specifications which is acceptable to the DPWT Commissioner.

Replacement of the entire Vehicle shall be at the County's sole discretion. Should the County instruct Putnam to replace the Vehicle lost, stolen, damaged or destroyed, Putnam shall do so at its sole expense. Upon acceptance and placing in service of the replaced Vehicle by Putnam, title to said replacement unit(s) shall be vested in the County. Should the County elect not to have a Vehicle replaced by Putnam, the County shall be entitled to any settlement proceeds that Putnam may receive, including but not limited to insurance proceeds plus Putnam's insurance policy deductible amount and salvage value, if any. Said proceeds shall be made payable to the County either by credit against any claims due and owing Putnam or by a direct payment at the County's sole option. Putnam shall not accept such settlement proceeds without first giving the County an opportunity to have the Vehicle inspected by its own adjuster and without first obtaining Westchester's prior written consent to such settlement amount.

In addition to the insurance provisions contained in Paragraph "14" hereof, the Putnam shall obtain, pay for, and maintain comprehensive and collision insurance against all risks or damage, loss, theft, or destruction, partial or complete of the Vehicle or any portion, including acts of its employees and servants, for the duration of this Agreement or any renewal thereof. Putnam shall furnish the County with written evidence from its insurer of the within described insurance coverage satisfactory to the County which will include the County and any other party in interest designated as an additional insured, and no cancellation or material change in any of the insurance required under the terms of this Agreement shall be effective except upon thirty (30) days advance written notice to the County from the Insurer. The Putnam shall not take any action to cancel or materially change any of the insurance required under this Agreement without the County's prior written approval of such cancellation or change. The maintenance of insurance under this Paragraph shall not relieve the Putnam of any liability under this Paragraph where damage, loss or destruction is greater than the insurance coverage.

The County shall not be liable for any special, incidental or consequential damages or for loss, damage or expense directly or indirectly arising from Putnam's use of or inability to use the Vehicle, or for personal injury or loss or destruction of other property, or from any other cause connected with this Agreement whatsoever.

20. **NO CLAIMS FOR INTERRUPTED SERVICE:** Putnam shall not make any claim against the County whatsoever by reason of damage to or loss of the Vehicle or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the Vehicle or any part(s) thereof.

21. **NON-WAIVER:** The remedies in this Agreement provided in favor of the County shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor provided by law. The failure of the County to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

22. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given,

furnished or filed with a party by another party shall be in writing and shall be delivered by hand or sent by registered or certified mail postage prepaid, to the respective address as set forth below, or to such other address as the respective parties hereto may designate in writing:

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
148 Martine Avenue
White Plains, NY 10601

and

Commissioner
Westchester County Department of Public Safety
Saw Mill River Parkway
Hawthorne, NY 10532

with a copy to:

Office of the County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To Putnam:

Commissioner
Putnam County Bureau of Emergency Services
112 Old Route 6
Carmel, New York 10512

Putnam County Attorney
48 Glencida Avenue
Carmel, New York 10512

Notices shall be effective on the date of receipt. Either party to the Agreement may redesignate the recipient or change the address of the recipient of notification hereunder by written notification to the other party to this Agreement of such change.

23. **NON-DISCRIMINATION**: Putnam 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. Putnam acknowledges and understands that Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

24. **SEVERABILITY**: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

25. **ENFORCEMENT**: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the County Attorney.

26. **GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF WESTCHESTER:

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works
and Transportation

By: _____
Terrance Raynor
Commissioner of Public Safety

COUNTY OF PUTNAM:

By: _____
Kevin M. Byrne
County Executive

By: _____
Robert Lipton
Commissioner of Bureau of Emergency
Services

Approved by the Westchester County Board of Legislators by Act No 2024 - _____ at a meeting duly held on the _____ day of _____, 2024.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
County of Westchester
Putnam lease Agreement (10-22-2024)

DRAFT

ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF PUTNAM } ss.

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

DRAFT

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.

Vedat Gashi
Chairman of the Board
Legislator, 4th District



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations

FROM: Hon. Vedat Gashi
Chairman of the Board

Vedat Gashi
(Signature)

DATE: November 11, 2024

RE: IMA-Crime Scene Vehicle-Putnam

As Chairman of the Board of Legislators, I am placing the below item directly into the Committee on Budget & Appropriations.

Thank you.

(ID: 2024-572) IMA-Crime Scene Vehicle-Putnam

An ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigation Team.

CC: James Silverberg
Marcelo Figueroa
Dylan Tragni
Sunday Vanderberg

October 21, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive



RE: **Message Requesting Immediate Consideration: Local Law – Lease Agreement with the State of New York for Space at 200 Bradhurst Avenue, Hawthorne.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 21, 2024 Agenda.

Transmitted herewith is legislation which, if adopted, will authorize the County of Westchester (the “County”) to continue in possession of its state of the art emergency operations center (the “EOC”) located at 200 Bradhurst Avenue, Hawthorne, New York.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 21, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

October 21, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is legislation which, if adopted, will authorize the County of Westchester (the "County") to continue in possession of its state of the art emergency operations center (the "EOC") located at 200 Bradhurst Avenue, Hawthorne, New York. The EOC is located within the secure building known as the Hudson Valley Transportation Management Center (the "HVTMC"), which is owned and operated by the State of New York, acting by and through its Office of General Services ("OGS"). Space will also continue to be provided for the County's backup data center and the County's Department of Emergency Services.

The EOC facility is critical to the emergency response of County government to major emergencies and disasters. The HVTMC also houses various State agencies, including the State Department of Transportation Management Center, the State Emergency Management Office and the State Police.

As you will recall, on November 10, 2014, your Honorable Board approved Local Law No. 2014-6, which authorized the County to enter into a lease with OGS for the above described premises for a period of five (5) years with a County option to renew for one additional five (5) year term. The lease commenced on January 1, 2015, was renewed in 2019, and expires this December 31, 2024.

In the event of a natural or man-made disaster here in Westchester County, County government would play a vital role in responding to the emergency situation. The ability to quickly and accurately assess the situation and to formulate effective strategies to deal with these emergencies is of the utmost importance. In addition, it is critical that there be seamless coordination among the Federal, State and local government agencies in their response to such disasters. The EOC is equipped with communication and computer equipment utilizing the latest technology which enables the County to react in an effective manner should an emergency situation arise.

From an operational standpoint, the location of the EOC at the same site as the State Department of Transportation and State Police helps foster cooperation between the County and the State in dealing with any emergency that may arise. Resilient and redundant systems will be able to be shared and duplication of resources can be avoided.

The County will lease a total of approximately 10,176 square feet of space in the HVTMC. The EOC will occupy 8,048 square feet, the County backup data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet.

Enclosed is a Local Law authorizing the County to enter into the proposed lease agreement with OGS for a period of five (5) years, with the County having the option to renew for one additional five (5) year term. Pursuant to the terms of the proposed lease, the County will reimburse OGS for the County's proportionate share of the operating expenses in connection with the maintenance and repair of the Leased Premises.

I have been advised that pursuant to Section 104.11(5)(d) of the Laws of Westchester County, authorization of this lease agreement requires passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

Based upon the foregoing, I believe that the proposed lease agreement is in the best interest of the County. Therefore, I recommend the favorable action of your Honorable Board on the annexed proposed legislation.

Sincerely,



George Latimer
Westchester County Executive

GL/RAN
Enc.

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

Your Committee is in receipt of a communication from the County Executive recommending approval of a Local Law which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue in possession of its state of the art emergency operations center (“EOC”) at 200 Bradhurst Avenue, Hawthorne, New York. The EOC is located within the secure building known as the Hudson Valley Transportation Management Center (the “HVTMC”), which is owned and operated by the State of New York, acting by and through its Office of General Services (“OGS”). Space will also continue to be provided for the County’s backup data center and the County’s Department of Emergency Services.

The EOC facility is critical to the emergency response of County government to major emergencies and disasters. The HVTMC also houses various State agencies, including the State Department of Transportation Management Center, the State Emergency Management Office and the State Police.

As you will recall, on November 10, 2014, your Honorable Board approved Local Law No. 2014-6, which authorized the County to enter into a lease with OGS for the above described premises for a period of five (5) years with a County option to renew for one additional five-year term. The lease commenced on January 1, 2015, was renewed in 2019, and expires this December 31, 2024.

In the event of a natural or man-made disaster here in Westchester County, County government would play a vital role in responding to the emergency situation. The ability to quickly and accurately assess the situation and to formulate effective strategies to deal with these emergencies is of the utmost importance. In addition, it is critical that there be seamless coordination among the Federal, State and local government agencies in their response to such disasters. The EOC is equipped with communication and computer equipment utilizing the latest technology, which enables the County to react in an effective manner should an emergency situation arise.

From an operational standpoint, the location of the EOC at the same site as the State Department of Transportation and State Police helps foster cooperation between the County and the State in dealing with any emergency that may arise. Resilient and redundant systems will be able to be shared and duplication of resources can be avoided.

The County will lease a total of approximately 10,176 square feet of space in the HVTMC. The EOC will occupy 8,048 square feet, the data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet.

Your Committee has been advised that pursuant to Section 104.11(5)(d) of the Laws of Westchester County, authorization of this lease agreement requires passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

The Planning Department has advised your Committee that based on its review the proposed lease may be classified as a “Type II” action pursuant to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (“SEQR”). 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 a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Local Law . Based upon the foregoing, your Committee believes that the proposed lease agreement is in the best interest of the County. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

k:ran 10.15.24

FISCAL IMPACT STATEMENT

SUBJECT: EOC Lease

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 \$ 400,000

Total Current Year Revenue _____

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

Additional Appropriations

Other (explain)

Identify Accounts: Fund 101, Dept 46, Unit 3300, Object 4320

Potential Related Operating Budget Expenses: Annual Amount \$420,000

Describe: This is a 5 year lease (1/1/2025 - 12/31/2029) for the Department of Emergency Services Emergency Operations Center (EOC) at 200 Bradhurst Avenue, Hawthorne, New York.

Total 5 year impact \$2,320,765.

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: Christina Rampata

Title: Deputy Budget Director

Department: Budget


Date: October 18, 2024

Reviewed By: 

Budget Director

Date: 10/21/24

TO: Rachel Noe, Associate County Attorney
Department of Law

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

DATE: September 30, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
200 BRADHURST AVENUE, HAWTHORNE**

PROJECT/ACTION: A new 5-year lease agreement, with an option to renew for an additional 5-year term, for approximately 10,176 square feet of building space located at 200 Bradhurst Avenue in the Town of Mount Pleasant for use by the County as an emergency operations center and backup data center. Known as the Hudson Valley Transportation Management Center, the building is owned and operated by the State of New York, acting by and through its Office of General Services. The County has been using this space for the aforementioned purposes since 2004 and the current lease is due to expire.

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 because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: None.

DSK/cnm

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

RESOLUTION NO. - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 2024-_____ entitled “A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period for a period of five (5) years with a County option to renew for one additional five (5) year term.” The public hearing will be held at ___m. on the ___ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO NO. 2024-_____

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term.

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 a lease agreement with the State of New York, acting by and through its Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years, with the County having the option to renew for one additional five (5) year term.

§2. Pursuant to the terms of the lease, the County will lease a total of approximately 10,176 square feet of space in the Hudson Valley Transportation Management Center (“Leased Premises”). The County’s emergency operations center (the “EOC”) will occupy 8,048 square feet, and the data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet. The County will reimburse OGS for the County’s proportionate share of the operating expenses incurred in connection with the maintenance and repair of the Leased Premises.

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

§4. This Local Law shall take effect immediately.



George Latimer
County Executive

October 8, 2024

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 consideration is legislation which, if approved, would establish a revised Policy for Investing and Protecting Public Funds for the County of Westchester (the "County"), pursuant to New York State General Municipal Law Section 39 (the "Investment Policy"). The annexed Act would authorize the adoption of a revised Investment Policy.

In order to comply with the provisions of General Municipal Law Section 39, your Honorable Board has from time to time established a comprehensive Investment Policy which details County government operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of County government funds. In order to comply with the provision above, the Investment Policy is reviewed annually by the Department of Finance (the "Department") and submitted to your Honorable Board for its approval. The Investment Policy currently in effect addresses several topics, including but not limited to the following: (1) a list of permitted types of investments of the County; (2) procedures and policies to secure in a satisfactory manner the County's financial interest in investments; (3) standards for written agreements pursuant to which investments are made; (4) procedures for monitoring, control, deposit and retention of investments and collateral; (5) standards for security and custodial agreements with banks or trust companies authorized to do business in the State of New York, pursuant to which obligations and collateral are held by such banks and trust companies for the County; (6) standards for the diversification of investments and firms with whom the County transacts business; and (7) standards for the qualification of investment agents which transact business with the County, such as criteria covering credit worthiness, experience, capitalization, size and other factors that make a firm capable and qualified to do business with the County.

As your Honorable Board is aware, the Investment Policy was last amended by Act No. 94-2023 by revising the list of the County's approved depository banks. I have been advised that the Department has reviewed the current Investment Policy and recommends the following amendments:

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

Telephone: (914)995-2900 Website: westchestercountyny.gov



1. Add the following language to **Section VI. Internal Controls** in order to include periodic monitoring of collateral, which provides for a schedule of collateral (in excess of FDIC coverage) to be prepared periodically:

“These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.”

2. Amend the dollar limits and banking institutions listed in **Section VII. Designation of Depositories** in order to take advantage of competitive opportunities at depositories as follows:

- increase the total dollar limit at TD bank from \$350 million to \$500 million;
- decrease the total dollar limit at Wells Fargo from \$500 million to \$300 million;
- increase the total dollar limit at ConnectOne Bancorp from \$25 million to \$150 million;
- increase the total dollar limit at Customers Bank from \$50 million to \$100 million;
- increase the total dollar limit at Valley National Bank from \$10 million to \$50 million; and
- add Metropolitan Commercial Bank to the list as a new bank with a total dollar limit of \$25 million.

3. Revise the language in **Section VIII. Collateralization of Deposits** as follows:

A.) to be consistent with New York General Municipal Law (“GML”) Section 10 which requires eligible securities to be “*at least equal to*” the aggregate amount of deposits. The current 102% requirement is not consistent with GML Section 10; and

B.) the Commissioner of Finance will be permitted to accept an irrevocable letter of credit from a federal home loan bank as collateral as an alternative to a pledge of eligible securities as follows:

“In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of “Eligible Securities” (see Appendix A) with an aggregate “Market Value”, as defined by General Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. *An “irrevocable letter of credit” issued in favor of Westchester County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.”*

4. In Section X. **Permitted Investments**, for ease of reading, the first two bullet points have been consolidated. In addition, to allow for more investment opportunities, the Investment Policy is amended to allow for the option to invest in CDARS and ICS type programs where banks pool FDIC coverage. New language has also been included (as shown below) to allow investment in Cooperative Investment pools as follows:

“Through a Deposit Placement Program, certificates of deposit in one or more “banking institutions”, as defined in Banking Law Section 9-r;”

“In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law shall also be considered to be a Permitted County Investment with the following conditions:

- *Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.*
- *Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County Investment return and/or other industry performance results.”*

5. In Section XII. **Purchase of Investments**, language requiring authorization from your Honorable Board for investment in cooperative investments has been removed. To be consistent with other allowable investments under the Investment Policy, authorization to invest in municipal cooperative pools shall be granted with the adoption of the Investment Policy. This will allow the Department to take advantage of opportunities in real-time as rates present favorably as follows:

“By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.”

6. **Appendix “B”** is amended to add the following language in order to comply with General Municipal Law for a limitation of the total transactions per individual registered broker in any twelve (12) month period:

“This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M.”

I respectfully recommend approval of the annexed Act in order to revise the Investment Policy for the County of Westchester.

Sincerely,



George Latimer
County Executive

GL/KH/LAC

**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, would establish a revised comprehensive Policy for Investing and Protecting Public Funds of the County of Westchester (the “County”), pursuant to New York State General Municipal Law Section 39 (the “Investment Policy”). The annexed Act would authorize the adoption of a revised Investment Policy.

Your Committee is advised that in order to comply with the provisions of General Municipal Law Section 39, your Honorable Board has from time to time established a comprehensive Investment Policy which details County government operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of County government funds. The Investment Policy is reviewed annually by the Department of Finance (the “Department”) and submitted to your Honorable Board for its approval. The Investment Policy currently in effect addresses several topics, including but not limited to the following: (1) a list of permitted types of investments of the County; (2) procedures and policies to secure in a satisfactory manner the County’s financial interest in investments; (3) standards for written agreements pursuant to which investments are made; (4) procedures for monitoring, control, deposit and retention of investments and collateral; (5) standards for security and custodial agreements with banks or trust companies authorized to do business in the State of New York, pursuant to which obligations and collateral are held by such banks and trust companies for the County; (6) standards for the diversification of investments and firms with whom the County transacts business; and (7) standards for the qualification of investment agents which transact business with the County, such as criteria covering credit worthiness, experience, capitalization, size and other factors that make a firm capable and qualified to do business with the County.

As your Honorable Board is aware, the Investment Policy was last amended by Act No. 94-2023 in order to revise the list of the County’s approved depository banks.

Your Committee is advised that the Department has reviewed the current Investment Policy and recommends the following amendments:

1. Add the following language to Section **VI. Internal Controls** in order to include periodic monitoring of collateral, which provides for a schedule of collateral (in excess of FDIC coverage) to be prepared periodically:

“These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.”

2. Amend the dollar limits and banking institutions listed in Section **VII. Designation of Depositories** in order to take advantage of competitive opportunities at depositories as follows:

- increase the total dollar limit at TD Bank from \$350 million to \$500 million;
- decrease the total dollar limit at Wells Fargo from \$500 million to \$300 million;
- increase the total dollar limit at ConnectOne Bancorp from \$25 million to \$150 million;
- increase the total dollar limit at Customers Bank from \$50 million to \$100 million;
- increase the total dollar limit at Valley National Bank from \$10 million to \$50 million; and
- add Metropolitan Commercial Bank to the list as a new bank with a total dollar limit of \$25 million.

3. Revise the language in Section **VIII. Collateralization of Deposits** as follows:

A.) to be consistent with New York General Municipal Law (“GML”) Section 10 which requires eligible securities to be *“at least equal to”* the aggregate amount of deposits. The current 102% requirement is not consistent with GML Section 10;

B.) the Commissioner of Finance will be permitted to accept an irrevocable letter of credit from a federal home loan bank as collateral, as an alternative to a pledge of eligible securities as follows:

“In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of “Eligible Securities” (see Appendix A) with an aggregate “Market Value”, as defined by General

Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. An "irrevocable letter of credit" issued in favor of Westchester County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any."

4. In Section X. **Permitted Investments**, for ease of reading, the first two bullet points have been consolidated. In addition, to allow for more investment opportunities, the Investment Policy is amended to allow for the option to invest in CDARS and ICS type programs where banks pool FDIC coverage. New language has also been included (as shown below) to allow investment in Cooperative Investment pools as follows:

"Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;"

"In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law, shall also be considered to be a Permitted County Investment with the following conditions:

- Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.*
- Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County Investment return and/or other industry performance results."*

5. In Section XII. **Purchase of Investments**, language requiring authorization from your Honorable Board for investment in cooperative investments has been removed. To be consistent with other allowable investments under the Investment Policy, authorization to invest in municipal cooperative pools shall be granted with the adoption of the Investment Policy. This will allow the Department to take advantage of opportunities in real-time as rates present favorably as follows:

"By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in

accordance with Article 3-A of the General Municipal Law.”

6. **Appendix “B”** is amended to add the following language in order to comply with the General Municipal Law for a limitation of the total transactions per individual registered broker in any twelve (12) month period as follows:

“This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M.”

Your Committee is advised that the proposed revisions to the Investment Policy do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Your Committee has referred to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board, and concurs with this conclusion.

Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the annexed Act amending the Investment Policy for the County, noting that its adoption requires an affirmative vote of a majority of the voting members of your Honorable Board.

Dated: _____, 2024
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Amend Investment Policy Q-4 2024

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:

Potential Related Operating Budget Expenses: Annual Amount \$ none

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: The amendments to the Investment Policy are designed to keep the policy up to date for depositories & broker/dealers. The maximization of safety and return is the goal, but can not be quantified.

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


Current Year: _____

Next Four years: _____

Prepared by: Mario Arena

Title: Deputy Commissioner of Finance

Department: Finance

(CO) 10/08/24
Reviewed By: 

Budget Director

10/08/24

If you need more space, please attach additional sheets.

ACT NO. ___ - 2024

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law Section 39.

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

Section 1. Pursuant to New York State General Municipal Law Section 39, the annexed Investment Policy for the County of Westchester (the “County”), which details the County’s operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of funds of the County, is hereby amended. The annexed Investment Policy shall supersede all prior versions of said policy.

§2. This Investment Policy shall be reviewed on an annual basis by the County.

§3. This Act shall take effect immediately.

POLICY FOR INVESTING AND PROTECTING PUBLIC FUNDS

County of Westchester

**Karin Hablow
Commissioner of Finance**

Dated: Proposed 2024

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Appendix A - Schedule of Eligible Securities

Appendix B - List of Primary Government Security Dealers Reporting to The Federal Reserve Bank of New York

I. Scope

The County of Westchester (the "County") policy for investing and protecting public funds (the "Investment Policy") applies to all monies and/or other financial resources available for investment on its own behalf or on behalf of any other entity or individual. This Investment Policy is adopted pursuant to Section 39 of the New York State General Municipal Law and has used the model investment policy for local governments which the New York State Legislature required the New York State Comptroller to provide pursuant to Laws of 1992, Chapter 708, Section 44 for guidance. This Investment Policy shall be implemented in accordance with all applicable laws, rules and regulations ("Applicable Law") including but not limited to, Sections 10 and 11 of the New York State General Municipal Law.

II. Objectives

The primary objectives of the County's investment activities are, in priority order:

- To conform with all applicable Federal, State and other legal requirements.
- To positively safeguard principal.
- To provide sufficient liquidity to meet all operating requirements.
- To obtain a reasonable rate of return, consistent with safety, liquidity and prevailing financial market conditions.

III. Delegation of Authority

The County Board of Legislators' responsibility for administration of the County's investment program is delegated to the Commissioner of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

Such procedures shall follow guidelines established by the New York State Comptroller, be consistent with conservative investment principles and with the applicable provisions of the County Charter and Administrative Code with respect to control of funds and investments. These procedures shall also include an internal control and operating policy designed to provide security, a high level of accountability, a database of records and other relevant information relating to funds control and investment activity by delegated employees.

The Commissioner of Finance is designated as the County's chief fiscal officer, as such term is used in Applicable Law, including but not limited to New York State General Municipal Law Sections 10 and 11.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Accordingly, all participants involved in the investment process are required:

- To disclose any personal business activity or relationship which could conflict or create the appearance of conflict with either the spirit or execution of the Investment Policy or investment programs of the County.
- To abstain from any beneficial personal financial activity which is in actual or apparent conflict with the Investment Policy or investment programs of the County.
- To abstain from any personal or financial activity which would impair the participant's ability to make impartial and ethical investment decisions for the County.

V. Diversification

It is the policy of the County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, consistent with the operation of the County's cash and investment management policies. Additionally, this diversification policy shall be executed so as not to exceed the limits authorized by the County Board of Legislators for each depository set forth in Section VII of this Investment Policy.

VI. Internal Controls

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with Applicable Law. These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.

A) Funds Controls

It is the policy of the County to monitor all receivables due the County and to require the deposit of all monies collected by any officer or employee of County government to depositories designated by the Commissioner of Finance as soon as possible. Should Applicable Law indicate a specific time frame, that period will apply. The Commissioner of Finance or those appropriately designated by the Commissioner are responsible for establishing and maintaining an internal control structure in their designated department or area to provide assurance of the following:

- That deposits, investments and financial computer systems or other assets are safeguarded against monetary and/or data loss from unauthorized or improper use or disposition.
- That transactions are completed in accordance with management's direction within a framework of safe execution, and effective safekeeping.
- That transactions are recorded promptly in order to receive full investment value in accordance with Applicable Law and County operating policies.

B) Transfer Controls

In implementing investment and funds transfer instructions, all Authorized Financial Institutions and Dealers as defined in Section XI below shall receive from the County, with an acknowledgment request, a list indicating all individuals authorized to give verbal, written or electronic instructions regarding investments and/or funds transfers for the County.

Third party transfer instructions are not authorized unless subsequently authenticated by the Authorized Financial Institution or Dealer with one or more of the authorized individuals listed.

The County shall covenant with its Authorized Financial Institution or Dealer to have unlimited unrestricted access to any recordings or records made of such transactions or authentications by its Authorized Financial Institutions or Dealers.

VII. Designation of Depositories

Certification to the designated depository list requires that a depository must be ranked within acceptable federal regulatory risk-based capital parameters and be designated as an institution acceptable to the Commissioner of Finance after an appropriate departmental due diligence review.

The Commissioner of Finance shall evaluate the Community Reinvestment Act rating of a financial institution before depositing County Funds.

Banks and trust companies herein authorized by the County Board of Legislators for investments and the deposit of monies with maximum dollar designations are as follows:

<u>Depository</u>	<u>Total Dollar Limits</u> Expressed in Millions
1. Banco Popular	50
2. Bank of America	500
3. Capital One N.A.	50
4. CitiGroup Inc.	200
5. ConnectOne Bancorp, Inc.	150
6. Customers Bank	100
7. Flagstar Bank, National Association	200
8. J.P. Morgan Chase Bank	500
9. Key Bank	100
10. M&T Bank	300
11. Metropolitan Commercial Bank	25
12. Morgan Stanley	100
13. Orange Bank & Trust Company	25
14. PCSB Commercial Bank	25
15. T.D. Bank N.A.	500
16. The Bank of New York Mellon	100
17. Tompkins	25
18. U.S. Bancorp	100
19. Valley National Bank	50
20. Webster Bank, N.A.	300
21. Wells Fargo	300

In the event that any of the above-named authorized depositories' name should change due to a merger, acquisition or other reason, the Commissioner of Finance may continue to use such new named depository until a new Investment Policy is adopted by the County Board of Legislators after the required annual review of said Policy, provided that the Commissioner conducts due diligence after being formally notified of such name change, before continuing to do business with such depository.

VIII. Collateralization of Deposits

In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of "Eligible Securities" (see Appendix A) with an aggregate "Market Value", as defined by General Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. An "irrevocable letter of credit" issued in favor of **Westchester County** by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. Safekeeping and Collateralization

Eligible securities used for collateralizing deposits shall be held by a custodian (third party depository, bank or trust company), except as provided below.

Eligible securities used for collateralizing deposits for institutions with an approved limit of at least \$500 million may be held at the same bank or trust company that is holding the deposit, provided that before doing so the Commissioner of Finance shall evaluate the financial strength of said same bank or trust company in accordance with the provisions of Section XI below. Depository collateralization shall be subject to appropriate security and custodial agreements.

The security agreement shall provide that eligible securities as agreed upon by the County and its Authorized Financial Institutions or Dealers, are pledged to secure County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits, upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, transferred or released, and the events which will enable the County to exercise its rights against said pledged securities. In the event that these securities are not registered or inscribed in the name of the County, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the County or its custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the County in the securities as set forth in the security agreement.

The custodial agreement shall be consistent with General Municipal Law Section 10(3)(a). It shall provide that pledged securities will be held by the custodial bank or trust company as agent of, and custodian for, the County, will be kept separate and apart

from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The custodial agreement should also describe how the custodian shall confirm in writing the receipt, substitution or release of securities. The custodial agreement shall also provide for the frequency of re-evaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the County with a perfected security interest in the eligible securities and to otherwise secure the County's interest in the collateral.

The custodial agreement shall also provide for increases or decreases in securities held when a change in the value of a security may occur. The agreement shall stipulate that only Eligible Securities set forth in Appendix A may be used as collateral in accordance with Section VIII of this policy. Such agreement shall include all provisions necessary and sufficient to secure in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

Such security and custodial agreements shall include any other provisions and executions necessary and sufficient to secure, in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

X. Permitted Investments

As authorized by General Municipal Law Section 11, the County Board of Legislators authorizes the Commissioner of Finance, at her/his discretion, to invest monies not required for immediate expenditure, for terms not to exceed the County's projected cash flow needs in any of the following types of investments which are specifically selected by the Commissioner of Finance and stipulated in the documentation executed with its trading partners and/or depositories.

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York.
- Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;
- Direct obligations of the United States of America.
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the full faith and credit of the United States of America.
- Obligations of New York State.
- Obligations issued pursuant to New York State Local Finance Law Sections 24 or 25 (with approval of the State Comptroller) by any school district, district corporation or municipality, other than the County itself.
- Obligations of public authorities, public housing authorities,

Urban renewal agencies and industrial development agencies where the general state statute governing such entities, or whose specific enabling legislation authorizes such investment.

- Obligations of the County, but only with any monies in a reserve fund established pursuant to General Municipal Law Sections 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n.

All of the above shall be defined as Permitted County Investments.

In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law shall also be considered to be a Permitted County Investment with the following conditions:

- Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.
- Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County investment return and/or other industry performance results.

All investment obligations shall be payable or redeemable at the option of the County, within such times as the proceeds are required to meet expenditures for purposes for which the monies were obtained. Time deposits and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as set forth in Sections VIII, IX and X of this Investment Policy.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the County authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the County within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Authorized Financial Institutions and Dealers

The Commissioner of Finance shall develop and maintain a list of depository financial institutions (from the County Board of Legislators' approved depository list as specified in Section VII) and primary security dealers (from the list of primary government security dealers published by the Federal Reserve Bank of New York, a copy of such list as of the date specified is attached hereto as Appendix B, such list may be updated by the Federal Reserve Bank of New York from time to time).

All financial institutions and dealers with which the County transacts business must be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with the County. The Commissioner of Finance shall conduct reasonable due diligence to evaluate the financial position of depositories, trading partners and custodians. Recent reports of condition and income (call reports) shall be obtained for proposed banks to be added to the list of approved depositories.

Upon request, County depositories shall provide their most recent consolidated report of condition and income (call report) to the Commissioner of Finance.

Upon request, County non-bank trading partners shall provide to the Commissioner of Finance their most recent annual financial statements as reported to the U.S. Securities and Exchange Commission (the "S.E.C."), and at the request of the County, make available their monthly "focus" report to the S.E.C.

The Commissioner of Finance is responsible for evaluating the financial position of proposed and present depositories, trading partners and custodians. Such evaluations shall be conducted on a continuing basis.

XII. Purchase of Investments

The Commissioner of Finance is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement or an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.
- All purchased obligations, unless registered or inscribed in the name of the County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer or employee designated and authorized to make such investment. All such transactions shall be confirmed in writing to the County by the bank or trust company.
- Any obligation held in the custody of a bank or trust company shall be held pursuant to a written agreements set forth in Section IX above of this policy.
- The Commissioner of Finance is authorized to direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally registered entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in Section IX above of this policy. When any such evidences of investments are so registered in the name of

a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- All such agreements must be entered into subject to a Master Repurchase Agreement, outlining basic responsibilities and liabilities of the buyer and seller and a written agreement with the custodial bank or trust company, outlining the basic responsibilities and liabilities of the buyer, seller and custodian.
- Trading partners shall be limited to creditworthy banks or trust companies authorized to do business in New York State and/or registered primary government securities dealers as determined by the Federal Reserve Bank of New York.
- Unless the obligations that are purchased pursuant to the repurchase agreement are registered and inscribed in the name of the County, obligations must be purchased through, delivered to and held in the custody of a bank or trust company located and authorized to do business in New York State. The custodial bank or trust company should not be the seller of the obligations that are the subject of the repurchase agreement.
- The custodial agreement shall provide that the custodian takes possession and maintains custody of the obligations exclusively for the County, that the obligations are free of any claims against the trading partner, and that any claims by the custodian are subordinate to the County's claims or rights to those obligations.
- The obligations must be credited to the County on the records of the custodial bank or trust company, and the transactions must be confirmed in writing to the County by the custodial bank or trust company.
- The obligations purchased by the County may only be sold or presented for redemption or payment by the County's custodian upon written instructions from the Commissioner of Finance.
- The County must obtain a perfected security interest in the obligation.
- Agreements should be for short periods of time of no more than thirty (30) days.
- The Commissioner of Finance, with the assistance of a qualified financial advisor, shall determine whether to include margin requirements.
- No substitution of obligations is permitted.

- Payment for the purchased obligations should not be made by the custodial bank or trust company until the obligations are actually received, which is usually done simultaneously.
- Obligations shall be limited to obligations of the United States of America and obligations of United States Government as set forth in Appendix A.
- All repurchase agreements are purchases and sales and shall be so identified to all trading partners.
- The custodian shall be a party or entity other than the trading partner.
- When possession of securities shall be domiciled with a third party custodian, County interests shall be secured in a manner satisfactory to the Commissioner of Finance.
- All repurchase partners shall receive and acknowledge a copy of the Investment Policy.

Obligations that are purchased pursuant to a repurchase agreement are deemed to be payable or redeemable, for purpose of the General Municipal Law, on the date on which the purchased obligations are scheduled to be repurchased by the seller.

XIV. Courier Service

The Commissioner of Finance may, subject to the approval of a resolution by the County Board of Acquisition and Contract, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the County and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or the failure to deposit the full amount entrusted to the courier service.

The County may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the County in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the New York State Department of Financial Services or other Federal or State authority.

XV. Annual Review and Amendments

The County Board of Legislators shall review this policy for investing and protecting public funds annually, and shall have the power to amend it at any time.

XVI. Definitions

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

Appendix A

Schedule of Eligible Securities

In connection with its stated policy for investing and protecting public funds, the Department of Finance has elected to use only those financial instruments which, in its opinion, provide optimum safety and liquidity for collateral and/or investment purposes.

These instruments are as follows:

- Obligations issued or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

- Zero coupon obligations of the United States government marketed as "Treasury Strips".

Appendix B

List of the Primary Government Securities Dealers Reporting to the Government Securities Dealers Statistics Unit of the Federal Reserve Bank of New York

As of 8-21-24

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman Sachs & Co. LLC
HSBC Securities (USA) Inc.
Jefferies LLC
J.P. Morgan Securities LLC
Mizuho Securities USA LLC
Morgan Stanley & Co. LLC
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
Santander US Capital Markets LLC
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities LLC.
Wells Fargo Securities, LLC

Note: This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M.

RESOLUTION -2024

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

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2025 Westchester County Budget be held, at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT RESOLVED**, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Wednesday, December 4, 2024 at 7:00 pm. The County Board will allow participation in the public hearing both in-person and through the Board's Webex teleconferencing system. To register to speak via Webex, please visit this link: <https://bit.ly/4hFDUiz>. **Event number: 2430 054 2295; Event password: 2025Budget** (all one word). Speakers will be called in the order of registration. Speakers who wish to participate by phone, should call 1-844-621-3956. Callers will be interspersed, with in-person speakers at the Chair's discretion. Comments may be submitted in writing by emailing: BOLPublicHearingComments@westchesterlegislators.com by 5pm, December 4, 2024. Comments mailed to the Clerk of the Board of Legislators, 148 Martine Ave., 8th Floor, White Plains, NY 10601, must be postmarked by December 4, 2024, and **BE IT FURTHER**

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

Dated:
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

Vedat Gashi
Chairman of the Board
Legislator, 4th District



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 8, 2024

RE: Proposed 2025 County Budget Hearing Resolutions

Vedat Gashi

As Chairman of the Board of Legislators, I am placing the below items directly into the Committee on Budget & Appropriations.

Thank you.

(ID: 2024-576) RESO-PH-2025 Westchester County Budget

A Public Hearing on the Proposed 2025 Westchester County Budget for Wednesday, December 4, 2024 at 7:00pm, and designating which papers will publish the Notice Public Hearing.

(ID: 2024-577) RES-2025 Westchester County Budget - Suspending Rules 9 & 11

A RESOLUTION suspending Rules 9 & 11 of the Rules of the Westchester County Board of Legislators with regard to the 2025 Propose Westchester County Budget.

(ID: 2024-578) RES-2025 Westchester County Budget - PH Rules for In-person and WebEx Speakers

A RESOLUTION adopting certain rules of conduct for the Public Hearing on the Proposed 2025 Westchester County Budget for in-person and WebEx speakers.

CC: James Silverberg
Marcelo Figueroa
Dylan Tragni
Sunday Vanderberg

RESOLUTION -2024

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

BE IT

RESOLVED, that Rules 9 and 11 of the Rules of Westchester County Board of Legislators, Resolution No. 101-1998, be suspended solely and exclusively with regard to the 2025 proposed Westchester County Budget, and

BE IT FURTHER

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

Dated:
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

Vedat Gashi
Chairman of the Board
Legislator, 4th District



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 8, 2024

RE: Proposed 2025 County Budget Hearing Resolutions

Vedat Gashi

As Chairman of the Board of Legislators, I am placing the below items directly into the Committee on Budget & Appropriations.

Thank you.

(ID: 2024-576) RESO-PH-2025 Westchester County Budget

A Public Hearing on the Proposed 2025 Westchester County Budget for Wednesday, December 4, 2024 at 7:00pm, and designating which papers will publish the Notice Public Hearing.

(ID: 2024-577) RES-2025 Westchester County Budget - Suspending Rules 9 & 11

A RESOLUTION suspending Rules 9 & 11 of the Rules of the Westchester County Board of Legislators with regard to the 2025 Propose Westchester County Budget.

(ID: 2024-578) RES-2025 Westchester County Budget - PH Rules for In-person and WebEx Speakers

A RESOLUTION adopting certain rules of conduct for the Public Hearing on the Proposed 2025 Westchester County Budget for in-person and WebEx speakers.

CC: James Silverberg
Marcelo Figueroa
Dylan Tragni
Sunday Vanderberg

RESOLUTION -2024

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

BE IT

RESOLVED, that the County Board will **permit in-person access to the meeting** and will allow participation in the public hearing both in-person and through the Webex teleconferencing system; and the following rules be and are hereby adopted for the conduct of the public hearing concerning the Proposed 2025 Westchester County Budget:

Only one numbered speaker card will be given out at 6:15p.m. for each in-person speaker,

All speakers shall be limited to three (3) minutes each,

To register to speak via the Board's Webex teleconferencing system, please visit this link: <https://bit.ly/4hFDUiz>. **Event number: 2430 054 2295;** **Event password: 2025Budget** (all one word). Speakers will be called in the order of registration,

Speakers who wish to participate by phone should call 1-844-621-3956,

Speakers will be called in the order of registration. Callers will be interspersed with in-person speakers at the Chair's discretion,

Written comments may be submitted in advance by email at BOLPublicHearingComments@westchesterlegislators.com or by mailing them to the Clerk of the Board of Legislators, 148 Martine Ave., 8th Floor, White Plains, NY 10601. Emailed comments must be received on December 4, 2024 by 5pm. Mailed comments must be postmarked by December 4, 2024. All written comments will be included in the official record.

Dated:
White Plains, New York

Vedat Gashi
Chairman of the Board
Legislator, 4th District



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Chair, Budget & Appropriations

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