



# Budget & Appropriations Meeting Agenda

Committee Chair: Vedat Gashi

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

---

**Monday, April 25, 2022**

**10:00 AM**

**Committee Room**

---

## CALL TO ORDER

Meeting jointly with the Committees on Law & Major Contracts, Public Works & Transportation and Environment, Energy & Climate

## MINUTES APPROVAL

Monday, April 4, 2022 at 10:00 AM Minutes

Monday, April 4, 2022 at 1:00 PM Minutes

Monday, April 11, 2022 at 10:00 AM Minutes

## I. ITEMS FOR DISCUSSION

### 1. [2022-193](#) **ACT-Agreement with New York State Nurses Association**

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the New York State Nurses Association for the five (5) year period commencing January 1, 2022 and ending December 31, 2026.

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

Joint with LMC.

Guests: Vincent Toomey, Esq. and Kevin Smith, RN, President, Westchester Chapter of NYSNA

### 2. [2022-156](#) **ACT - Litigation, 98 Washington Ave., Pleasantville**

AN ACT to authorize litigation relating to affordable housing to be located at 98 Washington Avenue in the Village of Pleasantville.

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

Joint with LMC.

Guests: County Attorney John Nonna and Deputy County Attorney Justin Adin-LAW

3. [2022-201](#) **ACT - Settlement of Workers Comp Lien - M.D.**

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

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

Joint with LMC.

Guests: Senior Assistant County Attorney Sean Carey-LAW

4. [2022-191](#) **CBA-A0102-Snow Equipment Storage Building**

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project A0102 - Snow Equipment Storage Building.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS**

Joint with LMC and PW&T.

Guests: Department of Public Works & Transportation

Commissioner Hugh Greechan

Principal Architect Jim Antonaccio

5. [2022-192](#) **ACT-Enter into Grant Agreement with FAA-A0102**

AN ACT to authorize the County of Westchester to apply for and enter into a grant agreement with the United States of America, acting through the Federal Aviation Administration for capital project A0102 - Snow Equipment Storage Building.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS**

Joint with LMC and PW&T.

Guests: Department of Public Works & Transportation

Commissioner Hugh Greechan

Principal Architect Jim Antonaccio

6. [2022-199](#) **IMA(Amend)-Wireless Telecommunications Infrast. Master Plan-Bedford**

AN ACT to authorize the County of Westchester to amend an intermunicipal agreement with the Town of Bedford, for the preparation of a Wireless Telecommunications Infrastructure Master Plan, for the benefit of certain northern Westchester County communities comprised of the Town of Bedford, Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown, for a term commencing upon execution and terminating on the earlier date of December 31, 2021 or the date the Master Plan was completed, in order to extend the term of the agreement through December 31, 2022, including the Town of New Castle in the Study Area and increase the amount of the contract by TWENTY FOUR THOUSAND, FIVE HUNDRED NINETY TWO (\$24,592) DOLLARS.

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

Joint with PW&T.

Guests:

CIO Marguerite Beirne- DoIT

Assistant County Attorney Carla Chaves-LAW

Tom Raffaelli-Radio Group

7. [2022-198](#) **IMA-Town Water Main & County Sewer Trunk Project-New Castle**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of New Castle to design a Town water main in conjunction with a County sewer trunk project.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY AND CLIMATE**

Joint with PW&T and EE&C.

Guests: Department of Environmental Facilities

Commissioner Vincent Kopicki

## II. OTHER BUSINESS

CBAC (Citizens' Budget Advisory Committee) member appointments & reappointments for the 2022/2023 legislative term.

## III. RECEIVE & FILE

## ADJOURNMENT

George Latimer  
County Executive

April 6, 2022

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

Re: Approval of Agreement between the County of Westchester and  
the New York State Nurses Association

Dear Members of the Honorable Board of Legislators:

This is to advise you that the Administration and the New York State Nurses Association ("NYSNA") have, subject to the approval of your Honorable Board, reached an Agreement on a five (5) year contract commencing on January 1, 2022 and ending on December 31, 2026 ("Memorandum of Agreement" or "Agreement"). The provisions of the Agreement that require your consideration and approval in compliance with the Public Employees' Fair Employment Act ("Taylor Law"), are outlined below:

**Provisions of Existing Agreement:**

All terms and conditions of employment of the January 1, 2016 - December 31, 2021 agreement not specifically addressed by this Agreement shall remain unchanged.

**Wages:**

The following wage and salary increases shall apply:

Retroactive to 1/1/22 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/23 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Effective 1/1/24 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Office of the County Executive

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

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

westchestergov.com

Effective 1/1/25 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/26 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

**Differentials:**

**Certification Differentials**

Employees who hold a certification that is recognized by the county and the Association will receive a differential of one thousand seven hundred and fifty dollars (\$ 1, 750) per year.

Employees hired after June 30, 2009 will receive the certification differential for the following certifications:

1. Adult Nurse Practitioner
2. Family Nurse Practitioner
3. Adult Health Clinical Nurse Specialist
4. Home Health Clinical Nurse Specialist
5. Pediatric Clinical Health Nurse Specialist
6. Public Health Nursing Advanced
7. Ambulatory Care Nurse
8. Community Health Nurse
9. Home Health Nurse
10. Maternal-Child Nurse
11. Medical-Surgical Nurse
12. Pediatric Nurse
13. Infection Control<sup>1</sup>
14. Gerontology Nurse
15. Breastfeeding Certification
16. Asthma Certification
17. Diabetic Nurse Educator
18. Comprehensive or Certified Nurse Case Manager

**Infection Control:**

Effective as soon as practicable after full ratification of the memorandum of agreement the County of Westchester will contract with NYSNA to co-develop a program on Infection Control specifically tailored for NYSNA bargaining unit members. The County shall have final approval of the program. The County of Westchester will reimburse NYSNA five thousand dollars (\$5,000) to

---

<sup>1</sup>. The infection control differential shall be payable on an annual basis, effective upon development of the program or January 1, 2023 at the latest, to any bargaining unit member who completes an initial training program developed jointly by NYSNA and the County and remains current in annual training requirements. This differential shall be in addition to one other differential for bargaining unit members certified in any of the above listed certifications.

co-develop the program and will pay an additional one thousand dollars (\$1,000) per year to offer the program four times per year to NYSNA bargaining unit members. The program will be in an asynchronous web-based format and credentialed to award seven (7) ANCC CHand .7 IACET CEUs. Upon notice by the County to NYSNA of changes in infection control protocols, NYSNA will update the program with those detailed changes enumerated by the County at no additional charge to County. Effective upon development of the program or January 1, 2023 at the latest, full time Employees who complete the NYSNA/COUNTY Infection Control program and complete a minimum of 3.5 hours of continuing education each year thereafter in a County approved nursing professional development training related to infection control or through completion of all or part of this program to equal 3.5 hours of continuing education will receive a differential of one thousand seven hundred fifty dollars (\$1,750) per year. Employees may utilize continuing education time per 4.04 D. Staff Development to participate in this training or may complete the training on their own time without additional compensation for time expended.

**Holidays and Holiday Pay**

Effective January 1, 2022, Juneteenth (June 19<sup>th</sup>) shall be considered a holiday with pay for all employees regularly scheduled to work on that date. All employees required to work will be paid at their regular rate of straight time and will accrue holiday time equal to the number of hours worked on that date. Requests for additional time off will be given with department approval unless operation requirements deem otherwise.

**Health Insurance:**

Section 10 B & D of the CBA shall be amended as follows:

Replace old rates with rates set by the benefits fund for each year of the agreement.

Therefore, I recommend approval of the Agreement reached between the Administration and the New York State Nurses Association on a five (5) year contract commencing on January 1, 2022 and ending on December 31, 2026.

Respectfully submitted,



George Latimer  
County Executive

GL/fs

HONORABLE BOARD OF LEGISLATORS

WESTCHESTER COUNTY

Your Committee is in receipt of a communication from the County Executive pertaining to approval of the Agreement between the County of Westchester and New York State Nurses Association ("NYSNA") on a five (5) year contract commencing on January 1, 2022 and ending on December 31, 2026 ("Memorandum of Agreement" or "Agreement"). Those provisions of the Agreement that require this Honorable Board's consideration and approval in compliance with the Public Employees' Fair Employment Act ("Taylor Law"), are outlined below:

**Provisions of Existing Agreement:**

All terms and conditions of employment of the January 1, 2016 - December 31, 2021 agreement not specifically addressed by this Agreement shall remain unchanged.

**Wages:**

The following wage and salary increases shall apply:

Retroactive to 1/1/22 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/23 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Effective 1/1/24 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Effective 1/1/25 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/26 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

**Differentials:**

**Certification Differentials**

Employees who hold a certification that is recognized by the county and the Association will receive a differential of one thousand seven hundred and fifty dollars (\$ 1, 750) per year.

Employees hired after June 30, 2009 will receive the certification differential for the following certifications:

1. Adult Nurse Practitioner
2. Family Nurse Practitioner
3. Adult Health Clinical Nurse Specialist
4. Home Health Clinical Nurse Specialist
5. Pediatric Clinical Health Nurse Specialist
6. Public Health Nursing Advanced
7. Ambulatory Care Nurse
8. Community Health Nurse
9. Home Health Nurse
10. Maternal-Child Nurse
11. Medical-Surgical Nurse
12. Pediatric Nurse
13. Infection Control<sup>1</sup>
14. Gerontology Nurse
15. Breastfeeding Certification
16. Asthma Certification
17. Diabetic Nurse Educator
18. Comprehensive or Certified Nurse Case Manager

**Infection Control:**

Effective as soon as practicable after full ratification of the memorandum of agreement the County of Westchester will contract with NYSNA to co-develop a program on Infection Control specifically tailored for NYSNA bargaining unit members. The County shall have final approval of the program. The County of Westchester will reimburse NYSNA five thousand dollars (\$5,000) to co-develop the program and will pay an additional one thousand dollars (\$1,000) per year to offer the program four times per year to NYSNA bargaining unit members. The program will be in an asynchronous web-based format and credentialed to award seven (7) ANCC CHand .7 IACET CEUs. Upon notice by the County to NYSNA of changes in infection control protocols, NYSNA will update the program with those detailed changes enumerated by the County at no additional charge to County. Effective upon development of the program or January 1, 2023 at the latest, full time Employees who complete the NYSNA/COUNTY Infection Control program and complete a minimum of 3.5 hours of continuing education each year thereafter in a County approved nursing professional development training related to infection control or through completion of all or part of this program to equal 3.5 hours of continuing education will receive a differential of one thousand seven hundred fifty dollars (\$1,750) per year. Employees may utilize continuing education time per 4.04 D. Staff Development to participate in this training or may complete the training on their own time without additional compensation for time expended.

---

<sup>1</sup> . The infection control differential shall be payable on an annual basis, effective upon development of the program or January 1, 2023 at the latest, to any bargaining unit member who completes an initial training program developed jointly by NYSNA and the County and remains current in annual training requirements. This differential shall be in addition to one other differential for bargaining unit members certified in any of the above listed certifications.



**Holidays and Holiday Pay**

Effective January 1, 2022, Juneteenth (June 19<sup>th</sup>) shall be considered a holiday with pay for all employees regularly scheduled to work on that date. All employees required to work will be paid at their regular rate of straight time and will accrue holiday time equal to the number of hours worked on that date. Requests for additional time off will be given with department approval unless operation requirements deem otherwise.

**Health Insurance:**

Section 10 B & D of the CBA shall be amended as follows:

Replace old rates with rates set by the benefits fund for each year of the agreement.

Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York  
April \_\_, 2022

# FISCAL IMPACT STATEMENT

SUBJECT: NYSNA CBA 2022-26

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 \$ 150,171

Total Current Year Revenue \$ 77,338

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

Additional Appropriations

Other (explain)

Identify Accounts: Personal Service, State Aid, and Federal Aid within the Departments of Social Services, Health, and Correction

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Year: See Above

Next Four Years: 2023: Increased expenditures of \$329,000 and revenues of \$169,000

2024: Increased expenditures of \$463,000 and revenues of \$235,000

2025: Increased expenditures of \$573,000 and revenues of \$289,000

2026: Increased expenditures of \$714,000 and revenues of \$358,000

Prepared by: Mark Medwid

Title: Associate Director

Department: Budget

Date: April 6, 2022

Reviewed By: 

Deputy Budget Director

Date: 4/6/22

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the New York State Nurses Association for the five (5) year period commencing January 1, 2022 and ending December 31, 2026.

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

§ 1. Duration: The Collective Bargaining Agreement for those employees of Westchester County represented by the New York State Nurses Association (“NYSNA”) shall commence on January 1, 2022 and end on December 31, 2026

§ 2. Provisions of Existing Agreement: All terms and conditions of employment of the January 1, 2016 - December 31, 2021 agreement not specifically addressed by this Agreement shall remain unchanged.

§ 3. Wages: The following wage and salary increases shall apply:

The following wage and salary increases shall apply:

Retroactive to 1/1/22 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/23 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Effective 1/1/24 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

Effective 1/1/25 Increase all rates on all salary schedules (including per diem hourly rates) by 2%.

Effective 1/1/26 Increase all rates on all salary schedules (including per diem hourly rates) by 2.5%.

§ 4. Differentials: Section 7.08 of the CBA shall be amended as follows:

Certification Differentials

Employees who hold a certification that is recognized by the county and the Association will receive a differential of one thousand seven hundred and fifty dollars (\$ 1, 750) per year.

Employees hired after June 30, 2009 will receive the certification differential for the following certifications:

1. Adult Nurse Practitioner
2. Family Nurse Practitioner
3. Adult Health Clinical Nurse Specialist
4. Home Health Clinical Nurse Specialist
5. Pediatric Clinical Health Nurse Specialist
6. Public Health Nursing Advanced
7. Ambulatory Care Nurse
8. Community Health Nurse
9. Home Health Nurse
10. Maternal-Child Nurse
11. Medical-Surgical Nurse
12. Pediatric Nurse
13. Infection Control<sup>1</sup>
14. Gerontology Nurse
15. Breastfeeding Certification
16. Asthma Certification
17. Diabetic Nurse Educator
18. Comprehensive or Certified Nurse Case Manager

§ 5 Infection Control.

Effective as soon as practicable after full ratification of the memorandum of agreement the County of Westchester will contract with NYSNA to co-develop a program on Infection Control specifically tailored for NYSNA bargaining unit members. The County shall have final approval of the program. The County of Westchester will reimburse NYSNA five thousand dollars (\$5,000) to co-develop the program and will pay an additional one thousand dollars (\$1,000) per year to offer the program four times per year to NYSNA bargaining unit members. The program will be in an asynchronous web-based format and credentialed to award seven (7) ANCC CHand .7 IACET CEUs. Upon notice by the County to NYSNA of changes in infection control protocols, NYSNA will update the program with those detailed changes enumerated by the County at no additional charge to County. Effective upon development of the program or January 1, 2023 at the latest, full

---

<sup>1</sup> . The infection control differential shall be payable on an annual basis, effective upon development of the program or January 1, 2023 at the latest, to any bargaining unit member who completes an initial training program developed jointly by NYSNA and the County and remains current in annual training requirements. This differential shall be in addition to one other differential for bargaining unit members certified in any of the above listed certifications.

time Employees who complete the NYSNA/COUNTY Infection Control program and complete a minimum of 3.5 hours of continuing education each year thereafter in a County approved nursing professional development training related to infection control or through completion of all or part of this program to equal 3.5 hours of continuing education will receive a differential of one thousand seven hundred fifty dollars (\$1,750) per year. Employees may utilize continuing education time per 4.04 D. Staff Development to participate in this training or may complete the training on their own time without additional compensation for time expended.

§ 6. Health Insurance:

Section 10 B & D of the CBA shall be amended as follows:

Replace old rates with rates set by the benefits fund for each year of the agreement.

§ 7. Holidays and Holiday Pay

Effective January 1, 2022, Juneteenth (June 19<sup>th</sup>) shall be considered a holiday with pay for all employees regularly scheduled to work on that date. All employees required to work will be paid at their regular rate of straight time and will accrue holiday time equal to the number of hours worked on that date. Requests for additional time off will be given with department approval unless operation requirements deem otherwise.

§ 8. This Act shall take effect immediately.

George Latimer  
County Executive

Office of the County Attorney

John M. Nonna  
County Attorney

March 23, 2022

Westchester County Board of Legislators  
800 Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached Act entitled “AN ACT to Authorize Litigation Relating to Affordable Housing to be Located at 98 Washington Ave in the Village of Pleasantville.”

In 2016, the County entered into contracts with MIGI Asset Acquisition, LLC (“the Developer”) to develop fourteen units of affordable housing located at 98 Washington Avenue, in the Village of Pleasantville. Through those contracts, the County subsidized the price of the development by: (1) purchasing the property for \$1.8 million and reselling it to the Developer for \$1; and (2) making available \$993,000 in construction funds, to be paid out on a reimbursement basis. The Developer agreed to complete the construction of the units by December 1, 2018. At the Developer’s request, the County extended the time to complete the construction from December 1, 2018 until June 30, 2020. No other extensions were requested or granted.

To date, construction of the units is not complete. Further, the Developer has breached its contract in multiple additional ways, including failing to pay property taxes and utility bills, and allowing the building permit to expire without having completed construction. During the past year, the County, through the Planning Department and this Office, has made repeated efforts to work with the Developer and the Village to get work restarted on the development; these efforts have not come to fruition.

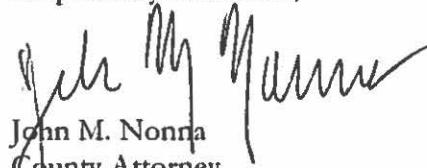
At this juncture, the Developer has essentially abandoned the project, and has made no efforts over the last year to complete its obligations. The condition of the building has deteriorated which only serves to increase the costs of completion. The County has also now paid out \$788,533.12 of the construction funds, and yet the development may now need work well in excess of the funds available as a result of the Developer’s malfeasance.

As such, I now respectfully request authorization to commence litigation against the Developer in order to recoup the subsidy payment, to obtain completion of the development through an order of specific performance, and to seek other legal remedies that may be available to

the County, including an order requiring the Developer to return the property to the County free of liens and encumbrances.

Thank you for your consideration of this Act.

Respectfully submitted,



John M. Nonna  
County Attorney

Enclos.

BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of “AN ACT to Authorize Litigation Relating to Affordable Housing to be Located at 98 Washington Ave in the Village of Pleasantville.”

Your Committee is informed that, in 2016, the County entered into contracts with MIGI Asset Acquisition, LLC (“the Developer”) to develop fourteen units of affordable housing located at 98 Washington Avenue, in the Village of Pleasantville. Through those contracts, the County subsidized the price of the development by: (1) purchasing the property for \$1.8 million and reselling it to the Developer for \$1; and (2) making available \$993,000 in construction funds, to be paid out on a reimbursement basis. The Developer agreed to complete the construction of the units by December 1, 2018.

Your Committee is further informed that, at the Developer’s request, the County extended the time to complete the construction from December 1, 2018 until June 30, 2020. No other extensions were requested or granted.

Your Committee is informed that, to date, construction of the units is not complete. Further, the Developer has breached its contract in multiple additional ways, including failing to pay property taxes and utility bills, and allowing the building permit to expire without having completed construction.

The County Attorney has noted that, despite repeated efforts by the County to advance the completion of these units, the Developer has essentially abandoned the project, and has made no



efforts over the last year to complete its obligations. The condition of the building has deteriorated which only serves to increase the costs of completion.

Your Committee is further informed that the County has paid out \$788,533.12 of the subsidy funds, and yet the development may now need work well in excess of the funds available as a result of the Developer's malfeasance. The County Attorney now seeks authorization to commence litigation against the Developer in order to recoup the subsidy payment and to obtain completion of the development through an order of specific performance.

In light of the aforementioned, your Committee recommends the adoption of the proposed Act.

Dated: \_\_\_\_\_, 2022  
White Plains, New York

COMMITTEE ON

ACT NO. – 2022

AN ACT to Authorize Litigation  
Relating to Affordable Housing to be  
Located at 98 Washington Ave in the  
Village of Pleasantville.

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

**Section 1.** The County Attorney is hereby authorized, on behalf of the County of Westchester, to commence legal action, including litigation, against MIGI Asset Acquisition, LLC (“MIGI”), and any other party or entity that may have legal liability, and any other necessary or appropriate parties, relating to the agreements between the County and MIGI to develop affordable housing located at 98 Washington Avenue, in the Village of Pleasantville, County of Westchester, State of New York. The County Attorney is authorized to pursue any theories and relief he believes proper and available.

**Section 2.** The County Attorney is hereby authorized and empowered to undertake such legal proceedings and prepare all documents necessary or desirable to accomplish the purpose of this Act.

**Section 3.** This Act shall take effect immediately.

George Latimer  
County Executive

Department of Law

John M. Nonna  
County Attorney

April 1, 2022

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

**Re:** Legislation authorizing the County of Westchester (the “County”) to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of her legal action.

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County of Westchester (the “County”) to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee, identified as “M.D.,” from the settlement of her legal action against defendant tortfeasors; Wesley Harrison Lindsay and Maverick Transportation (collectively, “Defendant Tortfeasor”). Consistent with prior practice in similar cases, I have deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

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

Accordingly, I seek authorization to compromise the following claim:

On May 13, 2016, M.D., an employee in the Westchester County Department of Public Safety (the “Department”) was involved in a motor vehicle accident at a location identified as Nannyhagen Road, Thornwood, NY – approximately one half mile east of Davidson Drive. On said date, a tractor trailer owned and operated by defendant tortfeasors crossed a double yellow line and collided with the vehicle driven by M.D. As a result of the accident, M.D. sustained injuries to her head, neck, shoulders, back and both wrists and missed 129 weeks of work. She returned to full-time regular duty on April 11, 2019, and is currently back at work in full capacity without restrictions.

M.D. filed a claim for her injury with the NYS Workers’ Compensation Board, which was uncontroverted. On a parallel track to her Workers’ Compensation claim, M.D. retained counsel in advance of commencing a personal injury action against the operator of the tractor trailer, individually, and against their employer Maverick Transportation, LLC, headquartered in North Little Rock, Arkansas.<sup>1</sup> M.D.’s counsel is Gary A. Cusano, Esq. of CUSANO SMITH PLLC, 483 Cherry Street, Bedford Hills, New York 10507.

On or about March 8, 2022, M.D. agreed in principle to settle her personal injury claim after issue was joined in federal court, for three hundred eighty-five thousand and 00/100 dollars (\$385,000.00), pending the consent of the County. In connection with the proposed settlement, M.D.’s counsel notified this Office that his legal fee totaled one hundred twenty thousand four hundred eighty-six and 74/100 dollars (\$120,486.74) and that his costs and disbursements totaled twenty-three thousand five hundred thirty-nine and 76/100 dollars (\$23,539.76).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers’ Compensation Law (“WCL”) to or on M.D.’s behalf in the amount of thirty-one thousand six hundred forty-four and 55/100 dollars (\$31,644.55), paid indemnity (lost wage) benefits in the amount of twenty-six thousand eight hundred forty-eight and 42/100 dollars (\$26,848.42)—bringing the County’s total expenditures in this matter to fifty-eight thousand four hundred ninety-two and 97/100 dollars (\$58,492.97). As this is a motor vehicle accident within which M.D. sustained a physical injury, the first fifty thousand and 00/100 dollars (\$50,000.00) in Worker’s Compensation benefits paid for injuries arising from the accident are exempt from liens under New York’s No-Fault rules. As such, the total worker’s compensation value of the County’s lien, reduced by No-Fault, is eight thousand four hundred ninety-two and 97/100 dollars (\$8,492.97).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to compromise the County’s claim for reimbursement by reducing its lien by 37.41%, equaling a dollar reduction of three thousand one hundred seventy-seven and 22/100 dollars (\$3,177.22). The County would thereafter accept in satisfaction of its present lien a total of five thousand three hundred fifteen and 75/100 dollars (\$5,315.75). After the County is reimbursed and counsel fees are paid, M.D. would receive two hundred thirty-five thousand six hundred fifty-seven and 75/100 dollars (\$235,657.75).

*[Remainder of Page Intentionally Left Blank]*

---

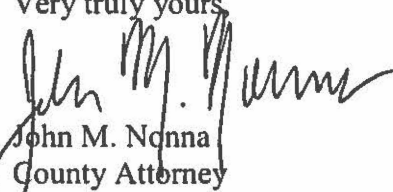
<sup>1</sup> Maverick Transportation, LLC, is a transportation company that provides flatbed and open-air equipment services to the steel, glass, and building material industries in North America. The company also provides truck maintenance services with equipment and diagnostics, with a regional officer and/or terminal in Gary, Indiana.

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

<b>Worker's Compensation Amounts</b>	
Medical Expenses	\$31,644.55
Indemnity (Lost Wage) Payments	\$26,848.42
No-Fault Equivalency for MVA Cases	(\$50,000.00)
<b>Worker's Comp, TOTAL</b>	<b>\$8,492.97</b>

<b>Litigation Amounts</b>	
Third-Party Settlement (Gross Amt)	\$385,000.00
Disbursements	\$23,539.76
Attorney's Fees	\$120,486.74
Cost of Litigation (COL)	\$144,026.50
Net Proceeds of Third-Party Settlement	\$240,973.50
Percentage COL	37.41%
County's COL	\$3,177.22
County's Net Lien	\$5,315.75
Claimant's Net Recovery	\$235,657.75

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

Very truly yours,  
  
 John M. Nonna  
 County Attorney

JMN/GA

BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

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

On May 13, 2016, M.D., an employee in the Westchester County Department of Public Safety (the "Department") was involved in a motor vehicle accident at a location identified as Nannyhagen Road, Thornwood, NY – approximately one half mile east of Davidson Drive. On said date, a tractor trailer owned and operated by defendant tortfeasors crossed a double yellow line and collided with the vehicle driven by M.D. As a result of the accident, M.D. sustained injuries to her head, neck, shoulders, back and both wrists and missed 129 weeks of work. She returned to full-time regular duty on April 11, 2019, and is currently back at work in full capacity without restrictions.

M.D. filed a claim for her injury with the NYS Workers' Compensation Board, which was uncontroverted. On a parallel track to her Workers' Compensation claim, M.D. retained counsel in advance of commencing a personal injury action against the operator of the tractor trailer, individually, and against their employer Maverick Transportation, LLC, headquartered in North Little Rock, Arkansas.

On or about March 8, 2022, M.D. agreed in principle to settle her personal injury claim after issue was joined in federal court, for three hundred eighty-five thousand and 00/100 dollars (\$385,000.00), pending the consent of the County. In connection with the proposed settlement,

M.D.'s counsel notified this Office that his legal fee totaled one hundred twenty thousand four hundred eighty-six and 74/100 dollars (\$120,486.74) and his costs and disbursements totaled twenty-three thousand five hundred thirty-nine and 76/100 dollars (\$23,539.76).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on M.D.'s behalf in the amount of thirty-one thousand six hundred forty-four and 55/100 dollars (\$31,644.55), paid indemnity (lost wage) benefits in the amount of twenty-six thousand eight hundred forty-eight and 42/100 dollars (\$26,848.42)—bringing the County's total expenditures in this matter to fifty-eight thousand four hundred ninety-two and 97/100 dollars (\$58,492.97). Furthermore, because the matter involved a motor vehicle accident, that figure is reduced by fifty thousand and 00/100 dollars (\$50,000.00) to eight thousand four hundred ninety-two and 97/100 dollars (\$8,492.97).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to compromise the County's claim for reimbursement by reducing its lien by 37.41%, equaling a dollar reduction of three thousand one hundred seventy-seven and 22/100 dollars (\$3,177.22). The County would thereafter accept in satisfaction of its present lien a total of five thousand three hundred fifteen and 75/100 dollars (\$5,315.75). After the County is reimbursed and counsel fees are paid, M.D. would receive two hundred thirty-five thousand six hundred fifty-seven and 75/100 dollars (\$235,657.75).

*[Remainder of Page Intentionally Left Blank]*

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

Dated: White Plains, New York  
April \_\_, 2022

COMMITTEE ON



ACT NO. 2022

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

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "M.D.", from a settlement of her legal action against a third party. The County's reimbursement is \$5,315.22, representing a 37.41% reduction of its lien, with full reservation of the County's right to set off M.D.'s net recovery against any future compensation in accordance with the provisions of New York State Workers' Compensation Law.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

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

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

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

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 0

Total Current Year Revenue \$ 5,315.75

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0016-4280

Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

Potential Related Revenues:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four years: \_\_\_\_\_

Prepared by: Gianfranco Arlia

Title: Assistant County Attorney

Department: Law

Reviewed By: \_\_\_\_\_

Budget Department

4/1/22

If you need more space, please attach additional sheets.

George Latimer  
County Executive

March 29, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a proposed act ("Act") which, if adopted, would authorize the County of Westchester ("County"), to apply for and enter into a grant agreement with the Federal Aviation Administration ("FAA") for capital project A0102 – Snow Equipment Storage Building ("A0102"). Also transmitted is an act which, if adopted, would authorize the County to amend its current-year capital budget for A0102 (the "Capital Budget Amendment").

The Act would authorize the County to apply for and enter into a grant agreement with the FAA for the design of an ancillary snow equipment storage facility at the north end of the Westchester County Airport (the "Airport"). The FAA has indicated it will fund up to 75% of the estimated design cost of \$540,000 for A0102, resulting in a FAA grant in the amount of approximately \$405,000. Additionally, the New York State Department of Transportation ("NYSDOT") has indicated that it will fund up to 4% of the estimated design cost of A0102, resulting in a NYSDOT grant amount of approximately \$22,000.

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the cash appropriation for A0102 by \$90,000, to be funded by a transfer from the Airport Operating Fund. This will increase the total cash appropriation for this project from \$23,000 to \$113,000.

The Department of Public Works & Transportation has advised that the existing snow equipment storage facility is inadequate to store all of the snow removal equipment required by the Airport and an ancillary facility is required.

Design is expected to take approximately six (6) months and will be completed by consultants. It is estimated that construction will take sixteen (16) months to complete and will begin after award and execution of construction contracts, subject to approval of construction financing by your Honorable Board.

The Planning Department has advised that based on its review, the above-referenced capital project has been classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no

further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this Project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Sincerely,



George Latimer  
County Executive

GL/HJG/GS/jpg  
Attachments

**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 an act (“Act”) which, if adopted, would authorize the County of Westchester (“County”), to apply for and enter into a grant agreement for funding from the Federal Aviation Administration (“FAA”) for capital project A0102 – Snow Equipment Storage Building (“A0102”). Also transmitted is an act which, if adopted, would authorize the County to amend its current-year capital budget for A0102 (the “Capital Budget Amendment”).

The Act would authorize the County to apply for and enter into a grant agreement with the FAA for the design of an ancillary snow equipment storage facility at the north end of the Westchester County Airport (the “Airport”). The FAA has indicated it will fund up to 75% of the estimated design cost of \$540,000 for A0102, resulting in a FAA grant in the amount of approximately \$405,000. Additionally, the New York State Department of Transportation (“NYSDOT”) has indicated that it will fund up to 4% of the estimated design cost of A0102, resulting in a NYSDOT grant amount of approximately \$22,000.

The proposed Capital Budget Amendment will amend the County’s current-year capital budget to increase the cash appropriation for A0102 by \$90,000, to be funded by a transfer from the Airport Operating Fund. This will increase the total cash appropriation for this project from \$23,000 to \$113,000.

The Department of Public Works & Transportation has advised that that the existing snow equipment storage facility is inadequate to store all of the snow removal equipment required by the Airport and an ancillary facility is required.

Design is expected to take approximately six (6) months and will be completed by consultants. It is estimated that construction will take sixteen (16) months to complete and will begin after award and execution of construction contracts, subject to approval of construction financing by your Honorable Board.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been classified as a Type “II” action pursuant to the State

Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR document and concurs with this conclusion.

In addition, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this Project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

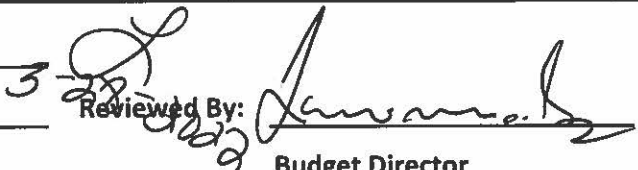
Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt the Act to authorize the County to apply for and enter into a grant agreement with the FAA as well as adopt the act to amend the County’s current-year capital budget. Your Committee is advised that an affirmative vote of a majority of your Honorable Board is required to adopt the Act, while an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County’s Capital Budget.

Dated: \_\_\_\_\_, 2022  
White Plains, New York


**COMMITTEE ON**

s: JG/3-11-22

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>  A0102  </u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To Be Completed by Budget			
<input type="checkbox"/> GENERAL FUND	<input checked="" type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
<b>SECTION B - BONDING AUTHORIZATIONS</b> To Be Completed by Finance			
Total Principal \$	-	PPU	Anticipated Interest Rate
Anticipated Annual Cost (Principal and Interest):			
Total Debt Service (Annual Cost x Term):		\$	-
Finance Department:			
<b>SECTION C - IMPACT ON OPERATING BUDGET</b> (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget			
Potential Related Expenses (Annual):	N/A		
Potential Related Revenues (Annual):	N/A		
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):			
<b>SECTION D - EMPLOYMENT</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:		6	
<b>SECTION E - EXPECTED DESIGN WORK PROVIDER</b>			
<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable	
Prepared by:	<u>James Antonaccio</u>	 Reviewed By: <u>James Antonaccio</u> Budget Director	
Title:	<u>Principal Architect</u>		
Department:	<u>Public Works &amp; Transportation</u>		
Date:	<u>3/28/22</u>		Date:

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

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

DATE: March 22, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
A0102 SNOW EQUIPMENT STORAGE BUILDING**

---

**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 03-08-2022 (Unique ID: 1900)

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

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

**COMMENTS:** The current request is for design only.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Gideon Grande, Deputy Budget Director  
Lorraine Yazzetta, Associate Budget Director  
Robert Abbamont, Director of Operations, Dept. of Public Works & Transportation  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner



To: Honorable George Latimer, County Executive  
Lawrence Soule, Budget Director

From: Norma Drummond, Commissioner



Re: **Capital Budget Amendment:  
A0102 Snow Equipment Storage Building**

Date: March 25, 2022

Attached is a memo from the Planning Department to the County Planning Board advising the Board of the proposed Capital Budget Amendments (CBA) to modify funding of the above project.

These are financing changes only and there are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, as stated in the memo, no further action by the Planning Board is required.

NVD/wcb  
Attachment

cc: Ken Jenkins, Deputy County Executive  
Joan McDonald, Director of Operations  
Emily Saltzman, Deputy Director of Operations  
Paula Friedman, County Executive's Office  
Blanca Lopez, Deputy Commissioner of Planning  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Jeffrey Goldman, Assistant County Attorney  
Michelle Greenbaum, Assistant County Attorney  
Lorraine Marzola, Associate Budget Director  
Kelly Sheehan, Assistant Commissioner  
David S. Kvinge, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

Department of Planning

432 Michaelian Office Building  
White Plains, NY 10601

To: The Westchester County Planning Board

From: Kelly Sheehan, Assistant Commissioner *KS*

Date: March 25, 2022

RE: **Capital Budget Amendment –  
A0102 Snow Equipment Storage Building**

The County Executive is requesting an amendment to the 2022 Capital Budget to modify the funding of the above project. Capital project A0102 Snow Equipment Storage Building provides an ancillary snow equipment storage facility at the north end of the Airport.

A Capital Budget Amendment is requested to authorize the County to apply for and enter into a grant agreement with the Federal Aviation Administration to fund up to 75% of the estimated design cost of \$540,000. Additionally, the New York State Department of Transportation has indicated that it will fund up to 4% of the estimated design cost. The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the cash appropriation for A0102 by \$90,000, to be funded by a transfer from the Airport Operating Fund.

The Planning Board adopted a report on this project (rated PL2) at its meeting on July 7, 2020.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Norma V. Drummond, Commissioner  
David S. Kvinge, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner

An Act amending the 2022 County  
 Capital Budget Appropriations for  
 Capital Project A0102 - Snow  
 Equipment Storage Building

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

Section 1. The Capital section of the 2022 County Budget is hereby amended as follows:

	Previous 2022 Appropriation	Change	Revised 2022 Appropriation
I. Appropriation	\$450,000	\$90,000	\$540,000

Section 2. The estimated method of financing in the Capital Section of the 2022 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	\$0		\$0
Non County Shares	\$427,000		\$427,000
Cash	<u>\$23,000</u>	<u>\$90,000</u>	<u>\$113,000</u>
Total	\$450,000	\$90,000	\$540,000

Section 3. The ACT shall take effect immediately.



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> A0102	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 02-22-2022
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> SNOW EQUIPMENT STORAGE BUILDING	<b>Legislative District ID:</b> 6,
<b>Category*</b> AIRPORT	<b>Department:*</b> AIRPORT/DOT	<b>CP Unique ID:</b> 1900

**Overall Project Description**

This project funds for an ancillary snow equipment storage facility at the north end of the Airport.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety                          | <input type="checkbox"/> Project Labor Agreement        | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                          |  |

**FIVE-YEAR CAPITAL PROGRAM (in thousands)**

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	3,840	450	0	3,300	0	0	0	90
<b>Less Non-County Shares</b>	3,562	427	0	3,135	0	0	0	0
<b>Net</b>	278	23	0	165	0	0	0	90

**Expended/Obligated Amount (in thousands) as of:** 0

**Current Bond Description:** This request is for authority to apply for and enter into a design grant agreement with the FAA to accept funds for A0102 in the amount of approximately \$405,000, which is equivalent to 75% of the estimated design cost of \$540,000. Additionally, New York State Department of Transportation has indicated that it will fund up to 4% of this estimated design cost, resulting in a grant amount of approximately \$22,000.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 427,000
Bonds/Notes:	0
Cash:	113,000
<b>Total:</b>	<b>\$ 540,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

0

**Comments:**

This request includes a capital budget amendment of \$90,000 (shown under review) to be funded by a transfer from the airport operating fund.

**Energy Efficiencies:**

THE NEW FACILITY IS PROPOSED WITH BOTH SOLAR WALL AND SOLAR PHOTOVOLTAIC ROOF PANELS.

**Appropriation History:**

Year	Amount	Description
2016	210,000	DESIGN
2021	240,000	ADDITIONAL DESIGN COSTS

**Total Appropriation History:**

450,000

**Cash History (in thousands):**

<b>Year</b>	<b>Amount</b>	<b>Description</b>
2016	11,000	DESIGN
2021	12,000	DESIGN

**Total Financing History:**

23,000

**Recommended By:**

**Department of Planning**

WBB4

**Date**

03-08-2022

**Department of Public Works**

RJB4

**Date**

03-09-2022

**Budget Department**

LMY1

**Date**

03-09-2022

**Requesting Department**

GAM4

**Date**

03-10-2022

## SNOW EQUIPMENT STORAGE BUILDING ( A0102 )

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

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	<b>3,750</b>	<b>450</b>			<b>3,300</b>				
<b>Non County Share</b>	<b>(3,562)</b>	<b>(427)</b>			<b>(3,135)</b>				
<b>Total</b>	<b>188</b>	<b>23</b>			<b>165</b>				

### **Project Description**

This project funds for an ancillary snow equipment storage facility at the north end of the Airport.

### **Current Year Description**

There is no current year request.

### **Impact on Operating Budget**

The impact on the Airport Special Revenue Fund is the debt service associated with the issuance of bonds and the cash to capital.

### **Appropriation History**

Year	Amount	Description	Status
2016	210,000	Design	DESIGN
2021	240,000	Additional design costs	AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>450,000</b>		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
<b>Federal Funds</b>	<b>216,000</b>		<b>216,000</b>
<b>Funds Revenue</b>	<b>23,000</b>	<b>23,000</b>	
<b>State Funds</b>	<b>211,000</b>		<b>211,000</b>
<b>Total</b>	<b>450,000</b>	<b>23,000</b>	<b>427,000</b>

**ACT NO. 2022 -**

AN ACT to authorize the County of Westchester to apply for and enter into a grant agreement with the United States of America, acting through the Federal Aviation Administration for capital project A0102 – Snow Equipment Storage Building (“A0102”)

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

**Section 1.** The County of Westchester is hereby authorized to apply for and enter into a grant agreement with the Federal Aviation Administration in the amount of approximately \$405,000.00 for capital project A0102, equivalent to approximately 75% of the total estimated design cost of \$540,000.00. The New York State Department of Transportation (“NYSDOT”) has indicated that it will fund up to 4% of the total estimated design costs for A0102, resulting in a NYSDOT grant amount of approximately \$22,000. A local share of the cost of A0102 will also be required which will be provided in the amount of approximately \$113,000.

**§ 2.** The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such instruments as may be necessary and appropriate to accomplish the purposes hereof.

**§ 3.** This Act shall take effect immediately.



George Latimer  
County Executive

April 1, 2022

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

Dear Honorable Members of the Board:

Transmitted herewith for your review and approval is proposed legislation which, if approved by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Department of Information Technology (“Department”), to amend an intermunicipal agreement (“IMA”) with the Town of Bedford (“Bedford” or “Town of Bedford”), in order to: (i) extend the term of the IMA through December 31, 2022, (ii) expand the scope of services to include the Town of New Castle in the Study Area (as defined below), and (iii) increase the amount due under the IMA by \$24,592.00, bringing the total not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00.

As your Honorable Board may recall, on October 20, 2020, Act No. 2020 – 181 was approved authorizing the County to enter into the IMA with Bedford, pursuant to which the County was to pay Bedford an amount not-to-exceed \$190,170.00, to finance the preparation of a Wireless Telecommunications Infrastructure Master Plan (the “Master Plan”). The IMA benefits the Town of Bedford and certain other northern Westchester County communities, comprised of the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown (“Study Area”), as the creation of the Master Plan will facilitate an optimized wireless telecommunications environment that will promote efficient network deployment practices throughout the Study Area and overall improved wireless telecommunication experience. The term of the IMA commenced on the date both parties executed the IMA and terminated on December 31, 2021. Subsequent to the approval of Act No. 2020 – 181 by your Honorable Board, the IMA was executed and Bedford retained CityScape Consultants, Inc., to prepare the Master Plan. Due to the COVID-19 pandemic, the Master Plan has been delayed and has not been completed. In addition, the Town of New Castle, which is adjacent to Bedford, has recently informed Bedford that it is interested in being included in the Study Area in order to benefit from the analysis and recommendations derived from the Master Plan.

Office of the County Executive

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

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

[westchestergov.com](http://westchestergov.com)



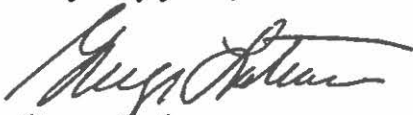
The Department now desires to extend the term of the Agreement through December 31, 2022, in order to permit Bedford to complete and deliver the Master Plan to the County, add the Town of New Castle to the Study Area and pay Bedford an additional amount not-to-exceed \$24,592.00 for the additional services in connection with the inclusion of the Town of New Castle in the Study Area.

All other terms and conditions of Act No. 2020 – 181 and the IMA shall remain unchanged and in full force and effect.

The Department of Planning previously advised that, based on its review, the actions under the approved IMA were classified as a “Type II” action, pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR, Part 617, which is an action determined not to have a significant effect on the environment and, therefore, did not require further environmental review, as evidenced in the annexed 2020 SEQRA documentation (“2020 SEQRA Memo”). Since the proposed legislation seeks to amend the IMA to extend the term thereof and add the Town of New Castle to the Study Area and therefore it does not change any of the actions to be undertaken under the approved IMA, the Planning Department has advised that the recommendations set forth in the 2020 SEQRA Memo remain applicable and no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Very truly yours,



George Latimer  
County Executive

GL/CMC  
Att.

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

Your Committee is in receipt of a transmittal from the County Executive recommending the approval of proposed legislation by your Honorable Board, which would authorize the County of Westchester (“County”), acting by and through its Department of Information and Technology (“Department”), to amend an intermunicipal agreement (“IMA”) with the Town of Bedford (“Bedford” or “Town of Bedford”), in order to: (i) extend the term of the IMA through December 31, 2022, (ii) expand the scope of services to include the Town of New Castle in the Study Area (as defined below), and (iii) increase the amount due under the IMA by \$24,592.00, bringing the total not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00.

Your Committee is advised that on October 20, 2020, Act No. 2020 – 181 was approved authorizing the County to enter into the IMA with Bedford, pursuant to which the County was to pay Bedford an amount not-to-exceed \$190,170.00, to finance the preparation of a Wireless Telecommunications Infrastructure Master Plan (the “Master Plan”). The IMA benefits the Town of Bedford and certain other northern Westchester County communities, comprised of the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown (“Study Area”), as the creation of the Master Plan will facilitate an optimized wireless telecommunications environment that will promote efficient network deployment practices throughout the Study Area and overall improved wireless telecommunication experience. The term of the IMA commenced on the date both parties executed the IMA and terminated on December 31, 2021. Your Committee is further advised that, subsequent to the approval of Act No. 2020 – 181 by your Honorable Board, the IMA was executed and Bedford retained CityScape Consultants, Inc., to prepare the Master Plan. Due to the COVID-19 pandemic, the Master Plan has been delayed and has not been completed. In addition, the Town of New Castle, which is adjacent to Bedford, has recently informed Bedford that it is interested in being included in the Study Area in order to benefit from the analysis and recommendations derived from the Master Plan.

The Department now desires to extend the term of the Agreement through December 31, 2022, in order to permit Bedford to complete and deliver the Master Plan to the County, add the Town of New Castle to the Study Area and pay Bedford an additional amount not-to-exceed \$24,592.00 for the additional services in connection with the inclusion of the Town of New Castle in the Study Area.

Your Committee is advised that all other terms and conditions of Act No. 2020 – 181 and the IMA shall remain unchanged and in full force and effect.

The Department of Planning previously advised that, based on its review, the actions under the approved IMA were classified as a “Type II” action, pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR, Part 617, which is an action determined not to have a significant effect on the environment and, therefore, did not require further environmental review, as evidenced in the annexed 2020 SEQRA documentation (“2020 SEQRA Memo”). Since the proposed legislation seeks to amend the IMA to extend the term thereof and does not change any of the actions to be undertaken under the approved IMA, the Planning Department has advised that the recommendations set forth in the 2020 SEQRA Memo remain applicable and no further environmental review is required. Your Committee concurs with this conclusion.

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

Dated: \_\_\_\_\_, 2022  
White Plains, New York

*COMMITTEE ON*

C/CMC 03.31.2022

# FISCAL IMPACT STATEMENT

SUBJECT: IMA Bedford Wireless Telecom Plan  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$                   -

Total Current Year Revenue \$                   -

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

Additional Appropriations

Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount                   

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount                   

Describe: N/A

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

Current Year: NO FISCAL IMPACT

Next Four Years: NO FISCAL IMPACT

Prepared by: Donna Montera

Title: Director of Administrative Services

Department: Information Technology

Date: February 28, 2022

Reviewed By: 

Budget Director

Date: 4/5/22

TO: Carla M. Chaves  
Assistant County Attorney

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



DATE: September 25, 2020

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

---

**PROJECT/ACTION:** An intermunicipal agreement between the County, acting by and through its Department of Information and Technology, and the Town of Bedford to finance the preparation of a Wireless Telecommunications Master Plan for the Town of Bedford, the Town of Lewisboro, the Town of North Salem, the Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers, and the Town of Yorktown ("Study Area"). Under this agreement, the County will provide payment to the Town of Bedford in order to finance the consulting services of CityScape Consultants, Inc., which were retained by the Town of Bedford, acting on behalf of the Study Area communities, to prepare the plan. The plan will facilitate the creation of an optimized telecommunications network and promote efficient deployment practices.

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

**DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**

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

---

**COMMENTS:** None

DSK/dvw

cc: Norma Drummond, Commissioner  
Claudia Maxwell, Associate Environmental Planner

**ACT NO. 2022- \_\_\_\_\_**

**AN ACT** to authorize the County of Westchester to amend an intermunicipal agreement with the Town of Bedford, for the preparation of a Wireless Telecommunications Infrastructure Master Plan, for the benefit of certain northern Westchester County communities comprised of the Town of Bedford, Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown, for a term commencing upon execution and terminating on the earlier date of December 31, 2021 or the date the Master Plan was completed, in order to extend the term of the agreement through December 31, 2022, include the Town of New Castle in the Study Area and increase the amount of the contract by \$24,592.00.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to amend an intermunicipal agreement (“IMA”) with the Town of Bedford (“Bedford”), for the preparation of a Wireless Telecommunications Infrastructure Master Plan (“Master Plan”) by CityScape Consultants, Inc., for the benefit of certain northern Westchester County communities, comprised of Bedford, the Town of Lewisboro, the Town of North Salem, Village of Mount Kisco, the Town of Pound Ridge, the Town of Somers and the Town of Yorktown (“Study Area”), in order to: (i) extend the term of the IMA through December 31, 2022; (ii) expand the scope of services to include the Town of New Castle in the Study Area; and (iii) increase the amount due under the IMA, by \$24,592.00, bringing the total not-to-exceed amount due under the IMA from \$190,170.00 to \$214,762.00.

**§2.** All other terms and conditions of Act No. 2020 - 181 and the IMA shall remain unchanged and in full force and effect.

**§3.** The County Executive or his authorized designee is hereby authorized to execute

and deliver all documents and take such actions as he deems necessary or desirable to accomplish the purposes hereof.

**§4.** This Act shall take effect immediately.

**THIS FIRST AMENDMENT** (“First Amendment”) made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

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

and

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

**WITNESSETH:**

**WHEREAS**, the County and Bedford entered into a certain intermunicipal agreement (“Agreement”), dated October 28, 2020 (“Effective Date”), wherein Bedford, on behalf of the County and all communities within the Study Area, agreed to retain CityScape Consultants, Inc. (“CityScape”) to develop and provide a copy of a Wireless Telecommunications Infrastructure Master Plan (the “Master Plan”) benefiting certain Northern Westchester County communities comprised of Bedford, Town of Lewisboro, Town of North Salem, Village of Mount Kisco, Town of Pound Ridge, Town of Somers and Town of Yorktown; and

**WHEREAS**, the Agreement commenced on the Effective Date and terminated on December 31, 2021 (“Termination Date”), which pursuant to the agreement was the earlier date of either December 31, 2021 or the date the Master Plan was to be completed; and

**WHEREAS**, due to the current COVID-19 pandemic, Bedford was unable to complete and provide the Master Plan to the County by the Termination Date; and

**WHEREAS**, the Town of New Castle, which is adjacent to Bedford, has informed Bedford that it is interested in being included in the Study Area in order to benefit from the analysis and recommendations derived from the Master Plan; and



**WHEREAS**, the parties now desire to amend the Agreement in order to, among other things, extend the term of the Agreement for one additional year, through December 31, 2022, expand the scope of services to include the Town of New Castle in the Study Area and increase the amount due under the Agreement by an additional amount of \$24,592.00, from a total amount not-to-exceed \$190,170.00 to a new total amount not-to-exceed \$214,762; and

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

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

1. The Agreement is hereby amended in order to add the Town of New Castle to the Study Area. Bedford shall require CityScape to include the Town of New Castle in the Study Area wide wireless coverage analysis and shall require CityScape, amongst other things, to review existing telecommunications ordinances from the Town of New Castle, provide model ordinance recommendations to same and address the impending 5G deployment and the ramifications from the installation of 5G technology in the Town of New Castle, as more fully described in the Amended CityScape Project Overview is attached hereto as Exhibit A-1 and made a part hereof. Exhibit "A" of the Agreement is hereby be deleted in its entirety and replaced with Exhibit "A-1" attached to this First Amendment.

2. For the additional services to be rendered in connection with the inclusion of the Town of New Castle in the Study Area and the Master Plan, pursuant to this First Amendment, the County shall pay Bedford an additional amount not-to-exceed Twenty Four Thousand, Five Hundred Ninety-Two and 00/100 (\$24,592.00), as set forth in Exhibit "A-1," for a total aggregate not-to-exceed amount payable under the Agreement, as amended by this First Amendment, of Two Hundred Fourteen Thousand Seven Hundred Sixty-Two and 00/100 Dollars (\$214,762.00), pursuant to the terms of the Agreement, as amended by this First Amendment.

3. The term of the Agreement is hereby extended for one additional year, commencing retroactively on January 1, 2022 and expiring on December 31, 2022 (“Extension Term”), unless sooner terminated pursuant to the terms set forth in the Agreement.

4. Bedford agrees to furnish the County with updated insurance certificates evidencing coverage for the Extension Term, as required under the Agreement.

5. Any and all references to the phrase “One Hundred Ninety Thousand One Hundred Seventy and 00/100 (\$190,170.00) Dollars” in the Agreement shall be deleted in their entirety and replaced with the phrase “Two Hundred Fourteen Thousand Seven Hundred Sixty-Two and 00/100 Dollars (\$214,762.00).”

6. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the parties. This First Amendment shall be deemed effective as of December 31, 2021 and shall not be modified or amended, except by an instrument in writing executed by the parties.

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the County of Westchester and Bedford have executed this First Amendment as of the date first above written.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Marguerite Beirne  
Commissioner  
Department of Information and Technology

**TOWN OF BEDFORD**

By: \_\_\_\_\_  
Name: Ellen Calves  
Title: Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. 2022- \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

First Amendment IMA Bedford and County - NW Telecommunication Services (ELG 3-29-22) (4858-6252-1881.1).cmc.03.30.2022.docx

BEDFORD'S ACKNOWLEDGEMENT

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

On the \_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned, personally appeared [TITLE AND NAME] \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, Westchester County

DRAFT

CERTIFICATE OF AUTHORITY

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

\_\_\_\_\_  
Lisbeth Fumagalli, Town Clerk

STATE OF NEW YORK    )

ss.:

COUNTY OF WESTCHESTER    )

On the \_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared Lisbeth Fumagalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, Westchester County

**EXHIBIT “A-1”**

**REVISED PROJECT OVERVIEW FOR A  
COOPERATIVE WIRELESS TELECOMMUNICATIONS  
INFRASTRUCTURE MASTER PLAN**

*Project Overview in following pages.*

DRAFT



## Project Overview for a Cooperative Wireless Telecommunications Infrastructure Master Plan

### Prepared for the Northern Westchester County Communities

A *Cooperative Wireless Telecommunications Infrastructure Master Plan* (“Master Plan”) Study for the Northern Westchester County communities including Bedford, Lewisboro, North Salem, Mount Kisco, Pound Ridge, Somers, Yorktown and New Castle, referenced herein as the “study area”.

The proposed Wireless Telecommunications Infrastructure Master Plan (Plan) is a comprehensive wireless telecommunications study designed to facilitate the creation of an optimized wireless telecommunications environment that promotes efficient network deployment practices throughout the study area. The proposed Master Plan is intended to identify the goals of optimal commercial wireless network coverage throughout the study area while minimizing the visual impacts of proposed new wireless infrastructure. Analysis of existing or future public safety radio systems are not included in the Master Plan, however the public safety towers will be considered in the Plan as potential commercial sites.

CityScape Consultants, Inc. (CityScape) will conduct the study and assessment of the current commercial wireless deployment activity in the study area including projections for future wireless deployment and compile its findings into a comprehensive Wireless Telecommunications Infrastructure Master Plan.

*CityScape* will focus on the citizen’s commercial wireless needs as discovered throughout the master planning process. Existing wireless communication infrastructure is the backbone for anticipating future development; therefore all existing facilities will be assessed. All data will be collected and evaluated for wireless coverage sufficiency and compiled into an inventory catalog providing all significant information from each facility. The deployment patterns will be analyzed; community characteristics will be studied and theoretical propagation mapping will showcase wireless coverage deficiencies. Projection analysis will contemplate complete study area-wide wireless coverage. Model ordinance recommendations will be provided to ensure compliance with state and federal regulations, historic preservation, while allowing for the desired wireless services. The Plan will address the impending 5G deployment and the ramifications for each community.

#### SUMMARY OF PROPOSED TASKS AND DELIVERABLES

##### TASK 1: Preliminary Research and Project Initiation

**A. Preliminary Research** – Community research and acquisition of tower data for fieldwork assessments of existing antenna, towers, and base stations. The necessary data is gathered from a variety of sources including all GIS data and permits obtained from each community, research of FCC registered site locations, direct information from existing service providers and tower owners active in each community, and site visits to each location. The *CityScape Project Team* will request from each Town a list of known existing antenna and tower locations. CityScape must have this information from each Town prior to scheduling the wireless facilities assessments.

**B. Project Initiation Meeting** – Up to seven (7) on site or virtual project initiation meetings to allow for coordination with all necessary community participants. This meeting includes but is not limited to:

- Introduction to Wireless Master Plan process;

- Overview of the pertinent state and federal regulations;
- Overview of wireless network design and deployment practices utilized by the wireless communications industry;
- Overview of concepts behind wireless facilities planning and zoning with emphasis on familiarizing the stakeholders with the Master Planning process;
- An introduction to a working vocabulary;
- A basic but thorough understanding of the technical aspects of the project will provide decision-makers with the background necessary to ensure the development of effective and legally defensible regulations.
- Polling of wireless infrastructure preferences by attendees.

#### TASK 2: Infrastructure Assessments

**A. Infrastructure Assessments** - Field assessments of all commercial wireless antenna, towers and base stations as well as existing water tanks and public safety towers that could be potential collocation sites. This fieldwork acquires all pertinent facility information and facilitates the project team becoming familiar with each community and surrounding areas.

#### TASK 3: Inventory Catalog

**A. Draft Inventory Catalog** – CityScape will prepare and provide in PDF format an initial draft inventory catalog of all existing commercial wireless facilities located on public and private property together with the location of existing water tanks and public safety towers for potential use as future collocations. *Inventory of existing antenna sites include:* photograph; identification by latitude and longitude and street address; tower ownership; type of infrastructure; wireless services provided at each location; and observation of site conditions. Each community will be responsible for reviewing and proofing the towers and base station data inside their jurisdictional boundary and for providing corrections or revisions to CityScape prior to CityScape performing any theoretical propagation modeling.

#### TASK 4: Engineering, Preliminary Mapping and Analysis

**A. Engineering, Mapping and Analysis** – Commencement and preliminary analysis of initial mapping, which may include:

- Existing inventory mapping;
- Existing infrastructure coverage mapping including all applicable variables (i.e. terrain, topography etc.).
- Special event, population, employment density mapping as applicable;
- Anticipated future coverage and capacity fill-in mapping including macro and small wireless facilities.
- Provide recommendations on filling in identified gaps in coverage;
- Identify strategies to develop revenue from identified public-owned property locations, if applicable.

#### Task 5: Regulatory Review and Recommendations

**A. Review Existing Land Use Development Standards and Processes** – Regulatory review and recommendations for proposed standards to include concealment options for facilities, hierarchy of preferences, cross-reference review to other zoning criteria, including federal and state statutes and regulations, permitted use charts, and definitions. Review of other underlying zoning land use development standards will be used to uncover any possible inconsistencies and loopholes in totality of regulatory framework.

In developing recommendations for Ordinance, *CityScape* will review necessary materials provided by each community with particular attention to:

- Strengths and weaknesses of the existing zoning regulations;
- Strategies to enhance permitting and application review processes;
- Strategies to control and prioritize the location of new facilities;
- Strategies to protect the aesthetics and reduce the visual impact of new facilities and examine possibilities for concealed facilities and design guidelines;
- Compliance with federal and state regulations and statutes;



- Effectiveness of intent of existing zoning regulations and processes.

**Use of Public Properties** – Each Town has the option to provide to CityScape a list of publicly-owned lands that could be used as potential future tower site locations. CityScape will address leasing public-owned property based on the public property assessments and the engineering data of the Master Plan and make recommendations on potential properties that could provide the best opportunity to each community.

#### TASK 6: Draft of Wireless Master Plan

**A. Submission of a Draft Wireless Master Plan-** A preliminary review draft of the Wireless Master Plan will be provided for review, comment, subsequent revision and approval. The draft Wireless Master Plan, at minimum, will include:

- Goals and maps from previous meetings;
- Analysis of population and population density trends, service providers, and public-owned land locations;
- Diagrams and pictures of specific and preferential towers and antenna types agreed to by necessary stakeholders;
- Engineering analysis illustrating the benefit of utilizing certain public-owned sites on revised propagation maps; regulatory recommendations based on master planning process and mapping;
- Wherever applicable, all mapping and data included in the Wireless Master Plan will be provided in ESRI ArcGIS compatible format.

**B. Meeting/Workshop** – *CityScape* will provide up to seven (7) on site or virtual project workshop meetings with community stakeholders to present the findings and recommendations of the Wireless Master Plan.

#### Task 7: Project Completion and Submittal of Final Documents

- A. Finalize Master Plan** - *CityScape* will finalize the Master Plan to address all previous approved revisions and submit final document for review and approval. CityScape will submit the final Plan in electronic PDF format, along with all project deliverables (i.e. final maps and data tables).
- B. Meeting/Workshop** – *CityScape* will provide one workshop in a combined onsite or virtual meeting with community stakeholders to present the final Wireless Master Plan.

**COST OF SERVICES AND DELIVERABLES SUMMARY**

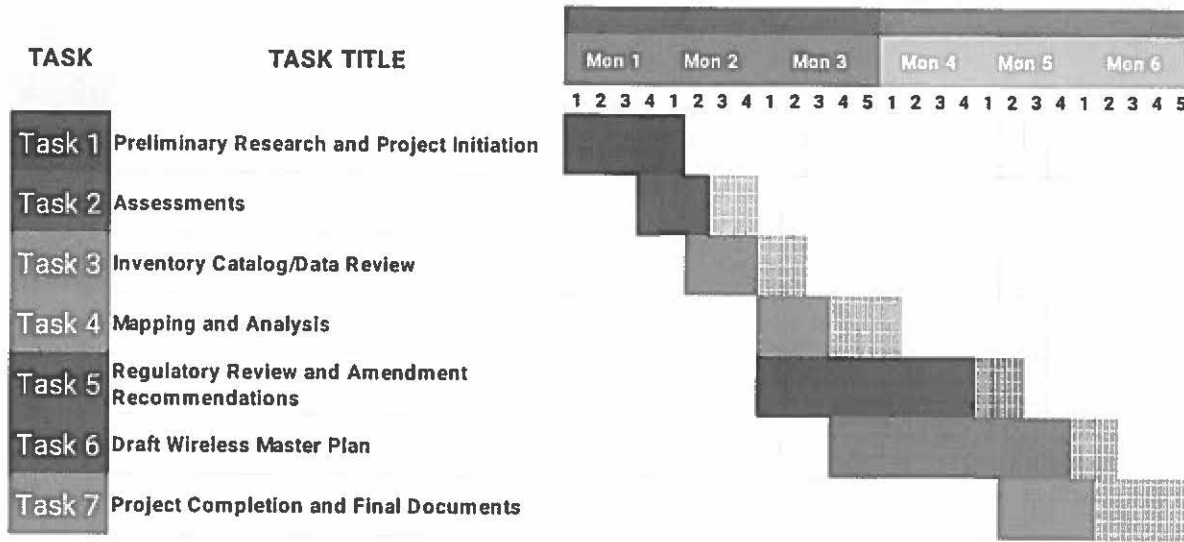
The cost proposal for a combined scope of work for the study area (including labor, travel and other direct costs) is **\$214,762.00**

Task	Description	Time-line	Fee	Inclusion New Castle
<b>TASK 1 – PROJECT COMMENCEMENT AND INITIATION</b>				
A. Preliminary Research for Data Assessments	Requested community data/research and assembly of tower/antenna database of all known existing tower and wireless antenna locations, including community (GIS) map layers for base mapping.	up to 3 weeks	\$24,710.00 (\$ 3,560.00)	\$3,525.00
B. Initiation Meeting(s) (meetings to be coordinated and scheduled in same 1- 2 week period)	Up to seven (7) in person or virtual meetings or combination thereof (up to one per community) for project kick-off and presentation to stakeholders; strategies specific to facilitate orderly wireless network deployment and discuss Master Plan process, goals and objectives (to be scheduled within 4 weeks of receipt of all necessary documentation from each community)	up to 2 weeks	\$21,000.00 (\$3,000.00)	\$3,000.00
<b>TASK 2 – INFRASTRUCTURE, OPERATIONAL AND TELECOMMUNICATIONS NEEDS ASSESSMENTS</b>				
A. Infrastructure Assessments	Assessments of existing wireless antenna, tower and base stations and identified public-owned properties;	up to 3 weeks	\$13,248.00 (\$7,200.00)	\$1,440.00
<b>TASK 3 – INVENTORY CATALOG</b>				
A. Infrastructure Assessment Data Review and Draft Inventory Catalog	Review of all Infrastructure data and draft inventory catalog of all existing wireless facilities	Up to 3 weeks	\$8,742.00 (\$4,750.00)	\$ 950.00
<b>TASK 4 – ENGINEERING, PRELIMINARY MAPPING AND ANALYSIS</b>				
A. Engineering Analysis and Propagation Mapping	Related mapping necessary to present inventory analysis (set of five maps per Town and one set of five maps for the entire geographic areas) , propagation coverage maps (draft and one final set of 3 maps per community and one set of three for the entire study area) and engineering analysis including ten year anticipated growth forecast. Inventory catalog and site-specific recommendations.	up to 3 weeks	\$22,219.00 (\$12,075.00)	\$2,150.00
<b>TASK 5 – REGULATORY REVIEW AND RECOMMENDATIONS</b>				
A. Review Existing Land Use Development Standards and Processes	Review existing regulations including federal and state mandates and codes, permitted use charts, definitions and other applicable development standards and develop a proposed ordinance recommendations	up to 9 weeks	\$36,500.00 (6,500.00)	\$5000.00
<b>TASK 6 – DRAFT OF WIRELESS MASTER PLAN</b>				
A. Draft Wireless Master Plan	Preparation of the Wireless Master Plan and Telecommunications law recommendations into a draft document form to include engineering analysis and recommendations.	up to 8 weeks	\$18,511.00 (10,060.00)	\$2,013.00
B. Public Workshop (meetings scheduled in same 1-2 week period)	Up to seven (7) in person or virtual presentation/workshops or combination thereof of (up to one per community) preliminary mapping and initial Master Plan findings	up to 2 weeks	\$21,000.00 (\$3,000.00)	\$3,0000.00
<b>TASK 7 – PROJECT COMPLETION – SUBMITAL OF FINAL DOCUMENTS</b>				
A. Submittal of Final Wireless Master Plan documents	Finalize Wireless Master Plan documents to include all approved revisions in electronic PDF format.	up to 2 weeks	\$6,240.00 (1,740.00)	\$750.00
B. Master Plan Presentation (meetings to be scheduled in same 1-2 week period)	Up to seven (7) in person or virtual meetings or combination thereof (up to one per community) for presentation to Stakeholders	up to 2 weeks	\$18,000.00 (3,000.00)	\$2,500.00

**Total Master Plan:** \$190,170.00 \$ 24,592.00  
**First Amended Total Master Plan:** \$214,762.00  
 (\$4,885.00)\*

\*Amounts highlighted in (blue) totalling \$33,585.00 will be paid by the County to Bedford in connection with the Bedford work (as defined in the Agreement) in advance, as set forth in Section II.A., and shall be deducted by the County from future payments owed to Bedford. All other payments by the County shall be made as set forth in Section II.A.

**ESTIMATED TIMELINE PROJECTION**



*The above is an estimated timeline based on a projected 18 to 26 weeks completion and is contingent on the receipt of individual community data, completion of assessments and scheduling of the necessary individual meetings which will either be in person and/or virtual via video conferencing.*

**BASIS OF PROPOSAL**

1. Total pricing is a fixed cost, including labor, travel and other direct costs. The proposed costs for this project are based on combining project meetings and travel; a significant change in scope of one or more tasks may affect the overall price.
2. Project includes up to twenty-one total on site and/or virtual presentation/meetings. Additional on-site meeting/presentations may be added at a fixed fee of \$3,000.00 to include all labor, travel and other direct costs.
3. Town will be invoiced upon completion, submission and acceptance of the completed deliverables for each Task.
4. Projected timeline with dates to be finalized in Task 1. Estimated timeline does not take into consideration required advertisement for public meetings or the clients existing workload or existing public meeting schedules and the coordination of individual project meetings for savings in travel costs. Staff will schedule any public meetings required with necessary planning and community groups, public notification and arrangements for meeting dates, and times and locations in conjunction with the CityScape calendar. Community staff will be responsible for public notification, location, meeting arrangements, and recording of sessions if applicable.
5. Scope of service process may be modified and/or reorganized throughout the process as necessary in order to meet necessary community requirements and timelines.

**Project Amended to Include Town of New Castle**

**The Cost of Services for the *Cooperative Wireless Telecommunications Infrastructure Master Plan (“Master Plan”)* Study for the Northern Westchester County communities is being updated to add the Town of New Castle. The plan will include Bedford, Lewisboro, North Salem, Mount Kisco, Pound Ridge, Somers, Yorktown and New Castle, referenced as the “study area”.**

The Amended Cost of Services will include the Town of New Castle into the combined Master Plan study area (including labor, travel and other direct costs) for the additional fee of \$24,592.00 which will bring the total to be paid for the Master Plan \$214,762.00.

<b>Original Cost of Services:</b>	<b>\$190,170.00</b>
<b>Amended Fees:</b>	<b>\$ 24,592.00</b>
<b>Amended Cost of Services:</b>	<b>\$214,762.00</b>

Below represents the breakdown of additional fees added to the project to include New Castle; to be invoiced as completed with the remainder of the project:

Task 1	Preliminary Research – data/research from Town	\$ 3,525.00
	Initiation Meeting – Virtual meeting	\$ 3,000.00
Task 2	Infrastructure Assessments -	\$ 1,440.00
Task 3	Inventory Catalog -	\$ 950.00
Task 4	Engineering Mapping -	\$ 2,415.00
Task 5	Review Land Use Standards/Ordinance	\$ 5,000.00
Task 6	Draft of Master Plan – Inclusion in plan	\$ 2,012.00
	Public Workshop – Virtual meeting	\$ 3,000.00
Task 7	Finalize Master Plan – Inclusion in plan	\$ 750.00
	Master Plan Presentation – Virtual meeting	<u>\$ 2,500.00</u>
	<b>Total Added to plan to include New Castle in Final Plan</b>	<b>\$24,592.00</b>

**AMENDED TIMELINE PROJECTION:** The timeline will follow the time allotments as shown in the Tables on Page 4 titled, “COST OF SERVICES AND DELIVERABLES SUMMARY” and Page 5, titled, “ESTIMATED TIMELINE PROJECTION”, respectively.



George Latimer  
County Executive

April 6, 2022

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 that, if adopted by your Honorable Board, would authorize the County of Westchester ("County") to enter into an intermunicipal agreement ("IMA") with the Town of New Castle ("Town") to design a Town water main in conjunction with a County sewer trunk project.

The County is currently undertaking the design of approximately 5,500 linear feet of new sewer trunk extension, known as the Saw Mill B-2 Trunk Spur, which will be located on Hunts Lane and Quaker Street in the Town near the Saw Mill River Parkway. Your Honorable Board adopted Bond Act No. 166-2018 on October 25, 2018, to finance this work. The Town has proposed to design a new water main in the same vicinity as the sewer trunk, and has requested that the County combine the design of the water main with that of the sewer trunk into a single project to reduce the overall cost.

Under the IMA, the County will have its consultant, Environmental Design and Research, provide the design for the combined project. The Town will pay the County an amount not to exceed \$394,800.00, which is the estimated cost for the water main design. The Town will be responsible for any excess cost if the water main design exceeds this estimate. The term of the IMA will be for a period not to exceed five years. Following design, the Town and the County will decide if they want to combine the projects for construction purposes, which would require another IMA.

The IMA will require the County and the Town to defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or the Town, or third parties under their direction or control.

The Planning Department has advised that, based on its review, the proposed IMA constitutes a "Type II" action under the State Environmental Quality Review Act, 6 NYCRR Part 617. Type II actions are those actions determined not to have a significant effect on the environment and

therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Accordingly, I most respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Laimer".

George Laimer  
County Executive

GL/VFK/dv  
Attachment

**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 that, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of New Castle ("Town") to design a Town water main in conjunction with a County trunk sewer project.

The County is currently undertaking the design of approximately 5,500 linear feet of new sewer trunk extension, known as the Saw Mill B-2 Trunk Spur, which will be located on Hunts Lane and Quaker Street in the Town near the Saw Mill River Parkway. Your Honorable Board adopted Bond Act No. 166-2018 on October 25, 2018, to finance this work. The Town has proposed to design a new water main in the same vicinity as the sewer trunk, and has requested that the County combine the design of the water main with that of the sewer trunk into a single project to reduce the overall cost.

Under the IMA, the County will have its consultant, Environmental Design and Research, provide the design for the combined project. The Town will pay the County an amount not to exceed \$394,800.00, which is the estimated cost for the water main design. The Town will be responsible for any excess cost if the water main design exceeds this estimate. The term of the IMA will be for a period not to exceed five years. Following design, the Town and the County will decide if they want to combine the projects for construction purposes, which would require another IMA.

The IMA will require the County and the Town to defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or the Town, or third parties under their direction or control.

The Planning Department has advised that, based on its review, the proposed IMA constitutes a "Type II" action under the State Environmental Quality Review Act, 6 NYCRR Part 617 ("SEQRA"), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. A copy of the SEQRA documentation is annexed hereto. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

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

Dated: \_\_\_\_\_, 2022

White Plains, New York

COMMITTEE ON

c:dlv 3-11-22



# FISCAL IMPACT STATEMENT

SUBJECT: SSM02 - Saw Mill SSD

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      \$ \_\_\_\_\_

Total Current Year Revenue \$ 394,800

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations       Additional Appropriations       Other (explain)

Identify Accounts: \_\_\_\_\_  
\_\_\_\_\_

Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related Revenues:      Annual Amount \$ 394,800

Describe: to Capital Project SSM02-01-C-9636  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Year: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Next Four years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Lorraine Marzola

Title: Assoc Budget Director

Department: Budget


Reviewed By: 

Budget Director

4/4/02

If you need more space, please attach additional sheets.

TO: Marian Pompa, Jr., P.E., Director of Maintenance  
Department of Environmental Facilities

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

DATE: March 31, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENT WITH  
NEW CASTLE FOR JOINT DESIGN OF SEWER AND WATER PROJECT**

---

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

The action involves an intermunicipal agreement between the County and the Town of New Castle to provide for design of a proposed Town water main in conjunction with the design of a proposed County trunk sewer extension, known as the Saw Mill B-2 Trunk Spur (capital project SSM02), which will be located in the same vicinity.

Since the agreement is limited to design of the Town's project, the action may be classified as Type II, pursuant to section 617.5(c)(27), "conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action." As such, no further environmental review is required for this agreement.

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

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Vincent Kopicki, Commissioner of Environmental Facilities  
Norma Drummond, Commissioner  
David Vutera, Associate County Attorney  
Claudia Maxwell, Associate Environmental Planner

**ACT NO. - 2022**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of New Castle to design a Town water main in conjunction with a County sewer trunk project.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (“IMAs”) with the Town of New Castle (“Town”) to design a Town water main in conjunction with a new County sewer trunk extension, known as the Saw Mill B-2 Trunk Spur, which will be located on Hunts Lane and Quaker Street in the Town near the Saw Mill River Parkway.

**§2.** Under the IMA, the County shall have its consultant, Environmental Design and Research, provide the design for the combined project. The Town shall pay the County an amount not to exceed \$394,800.00, which is the estimated cost for the water main design. The Town shall be responsible for any excess cost if the water main design exceeds this estimate.

**§3.** The IMA shall require the County and the Town to defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or the Town, or third parties under their direction or control.

**§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.** The term of the IMA shall be for a period not to exceed five (5) years.

**§6.** This Act shall take effect immediately.

**THIS INTERMUNICIPAL AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2022, by and between:

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

and

**THE TOWN OF NEW CASTLE**, a municipal corporation of the State of New York, having an office and place of business at 200 S. Greeley Avenue, Chappaqua, NY 10514 (hereinafter the “Town”)

**WHEREAS**, the County is undertaking the extension of a trunk sewer located at Quaker Street in the Town (“Sewer Line”); and

**WHEREAS**, the Town has proposed to design a new water main to be located at Quaker Street (“Water Main”) in the vicinity of the Sewer Line; and

**WHEREAS**, the Town has requested that the County combine the design of the Water Main with that of the Sewer Line into a single project (“Project”) for the purpose of public bidding; and

**WHEREAS**, the County and the Town desire to enter into an intermunicipal agreement (“Agreement”) to set forth the terms and conditions under which the parties will undertake and pay for the Project.

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

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **PERFORMANCE OF WORK**: The County agrees to perform, or cause its consultants to perform, the work necessary to complete the design for the Project, in accordance with the plans, scope

of work and budget attached hereto and made a part hereof as Schedule "A" (the "Work"). The parties acknowledge that the plans for the Project shall be reviewed with the Town's staff as set forth in Schedule "A". Modifications to the plans or scope, or change orders that in any way change the aforementioned Work shall require the prior written approval of the Town. Nothing herein shall create or be construed to create a third-party beneficiary relationship between the Town and the consultants hired by the County to carry out the Work, and the parties hereto expressly disclaim any intention to create such a relationship.

3. **TERM**: The term of this Agreement shall commence on \_\_\_\_\_, 202\_\_ and shall terminate on \_\_\_\_\_, 202\_\_, unless terminated sooner pursuant to the provisions of this Agreement.

4. **COSTS**: In consideration for the Work to be performed pursuant to paragraph "2" above, the Town shall pay the County an amount not-to-exceed \$394,800.00 (three hundred ninety-four thousand eight hundred dollars), representing the total estimated cost of design for the Water Main. In the event that the final total for the Water Main design costs exceed the estimated cost of \$394,800.00, the Town shall be solely responsible for any excess cost. Additional costs shall be calculated using the Rate and Cost Schedule as shown in Schedule "A". Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any additional payment of any kind or be under any other obligation or liability hereunder in connection with the Water Main design.

5. **PAYMENT**: The parties agree that all payments made by the Town to the County shall be on a cost reimbursement basis based upon actual billing received by the County for Project costs as set forth in the estimated budget which is attached hereto and made a part hereof as part of Schedule "A". Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Water Main design, shall be submitted by the County along with standard documentation (typically received by the County from consultants) that the Town may require to substantiate all requests for payment, including but not limited to, proof of payment by the County to any and all consultants performing Work on the Project. Any request for payment shall be paid by the Town within thirty (30) days of receipt. In no event shall a *final* payment be made to the County prior to completion of the Water Main design.

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

7. **TERMINATION:** (a) The County, upon ten (10) days-notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the County shall be compensated and the Town shall be liable only for payment for Work already rendered under this Agreement prior to the effective date of termination, in accordance with the budget attached hereto as part of Schedule "A". Following the Town's receipt of notice that the County is terminating this Agreement in its best interests, any further Work undertaken by the County on the Water Main design shall be at its own peril and sole expense. Except for Work already performed, the Town shall incur no further liability in furtherance of this Agreement without the express approval of the Town.

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. Except for Work already performed, the Town shall incur no

further liability in furtherance of this Agreement without the express approval of the Town. Without limiting the foregoing, upon written notice to the Town, repeated breaches of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

8. **MAINTENANCE OF RECORDS:** The County shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection with the Project. The Town shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved. All of the provisions of this Section "8" will survive the expiration or other termination of this Agreement.

9. **REPRESENTATIONS, WARRANTIES AND GUARANTEES:** The Town expressly represents, warrants and guarantees to the County that:

(a) the execution and performance of this Agreement by the Town has been duly authorized by its governing board; and

(b) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms; and

(c) the Town will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing board authorizing the execution of this Agreement, and any other documents required to be delivered by the Town; and

(d) the person signing this Agreement on behalf of the Town has full authority to bind the Town to all of the terms and conditions of this Agreement.

10. **INDEMNIFICATION:** The Town shall defend, 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 out of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town. The County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

This Section "10" shall survive the termination or expiration of this Agreement.

11. **ASSIGNMENT OF RIGHTS:** Neither party may assign any rights under this Agreement without the prior express written consent of the other party.

12. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement, including without limitation, all schedules and attachments, constitute the entire Agreement between the parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

13. **COMPLIANCE WITH LAW:** The County and the Town will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

14. **NOTICES:** All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County: Commissioner  
Department of Environmental Facilities  
County of Westchester  
270 North Avenue, 6<sup>th</sup> Floor  
New Rochelle, NY 10801

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

To the Town: Town Supervisor  
200 S. Greeley Avenue  
Chappaqua, NY 10514

with a copy to: Town Attorney  
Keane & Beane, P.C.  
445 Hamilton Avenue, Suite 1500  
White Plains, NY 10601  
Attn: Nicholas M. Ward-Willis

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

16. **APPROVALS:** It is hereby acknowledged that any request for any modification of the terms hereof which requires the consent of the parties will be subject to the receipt of any and all necessary legal approvals.

17. **EXECUTION:** This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

18. **GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

19. **NO WAIVER:** Failure of the Town to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

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

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

22. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

IN WITNESS WHEREOF, the County of Westchester and the Town of New Castle have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Vincent F. Kopicki, P.E  
Commissioner  
Department of Environmental Facilities

**TOWN OF NEW CASTLE**

By: \_\_\_\_\_  
Jeremy Saland  
Acting Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_\_ at a meeting duly held on \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on \_\_\_\_\_, 2022.

Approved by the Town of New Castle Town Board by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2022.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester

\_\_\_\_\_  
Town Attorney  
Town of New Castle

Vutera/DEF/122358/  
IMA New Castle Shared Sewer Water Projects draft 1-21-22

DRAFT

**TOWN ACKNOWLEDGMENT**

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

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**TOWN CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, certify that I am  
*(Officer other than officer signing contract)*

the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title)* *(the "Municipality")*

a municipal corporation duly organized and in good standing under the \_\_\_\_\_

\_\_\_\_\_ *(Law under which organized, e.g., the New York Business Corporate Law)*

named in the foregoing agreement; that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_  
*(Title of such person)*

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

\_\_\_\_\_  
*(Signature)*

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came \_\_\_\_\_, whose signature appears above, to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ of said Municipality resides at \_\_\_\_\_, and that he/she signed his/her name hereto by order of the Board of \_\_\_\_\_ of said Municipality.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

## SCHEDULE "A"

### Scope of Work, Project Cost, and Additional Work Rate and Cost Schedule

#### **Scope of Services**

The Scope of Services listed below is based on the following:

- Use of existing datum reference for locating the new water main and sanitary sewer in Quaker Street.
- Use of shared subsurface soil information from the soil boring investigation program previously done for the County.
- Development of integrated site plans that show existing utilities and the proposed pipelines for both the new sewer and new water main.
- Work tasks will be organized and listed under the County's standard scope of services work breakdown structure.
- Work tasks will be performed to County Standards and requirements
- Meetings will be coordinated and scheduled at the same time as meetings for the County sanitary sewer project

#### **Tasks 1, 2, 3 and 4 – Schematic Design Phase (30%)**

Development of Schematic Design Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.

Schematic Design will include:

- Gathering/Assimilation of Town Supplied Information (RFP Task 1)
- Preparation of Conceptual Design Plans (RFP Task 2)
- Review Workshops with Town Staff (RFP Task 3)
- Preparation of Preliminary Construction Cost Estimate (RFP Task 4)

The scope of work for the design shall include the following:

#### **Tasks 1 & 2 - Gathering/Assimilation of Information/Conceptual Design Plans**

1. Review current water system information on file and work closely with Town staff to incorporate specific project and service considerations into the design documents.
2. Attend a kickoff meeting/workshop with the County and Town to initiate the project.
3. Clarify and finalize the need and extent of the existing water main replacement located along Quaker Street (Route 120) in the Town of New Castle. For the purposes of this proposal, the following work elements were identified:

- a. It is anticipated that replacement of the water main will start from approximate Station 2+65, which is located at the intersection of Quaker Street (NYS Route 120) with Hunts Place, and ends at the southern property line of 420 Quaker Street.
- b. The point of connection is a 12-inch water main.
- c. The total length of water main to be designed is approximately 4,810 linear feet.
- d. Water main piping shall be Class 54 cement mortar lined, ductile iron.
- e. The existing water main to be replaced is 6-inch in diameter.
- f. The new water main will be upsized to 10-inch diameter, as base bid, and an “add alternate” will be included in the bid proposal for 12-inch diameter option.
- g. Complete a design and installation layout for a temporary Bypass System, consisting of the following:
  - Materials furnished (bypass pipe, service hose, connections, and related appurtenances) that come into contact with drinking water shall be certified for conformance with ANSI/NSF Standard 61 by an ANSI third party certification program.
  - Materials shall be adequate to withstand the required water pressure and conditions of use and shall provide adequate tightness before being put into service.
  - Temporary bypass pipe shall be steel having a minimum working pressure of 200 pounds per square inch with restrained couplings.
  - Two bypass systems shall be utilized, which consist of a 4-inch diameter steel pipe located on the westerly side of Quaker Street with a second 4-inch diameter steel pipe located on the east side of Quaker Street.
  - Water service hose to be used for connection from the temporary bypass pipe to the existing residences shall have a minimum working pressure of 200 lbs. per square inch and be made of material that will not have an adverse effect on the taste or odor of the water. The intent is to eliminate direct connection into the existing curb boxes. Pressure reducing valves (PRV) may be required at each service connection, depending upon the presence of a PRV in each house.
  - A survey form will be created that will be mailed to residents that are directly connected to the water main on Quaker Street (approximately 65 homes). The survey form will be used to identify the existence of PRV's and existing homes. An additional field visit will be planned for nonresponses to the mailed survey form. It is anticipated this will be no more than 20 homes.



- Temporary fire hydrants will consist of a 4-inch by 4-inch tee or a 4-inch 90° bend from the bypass lines. A butterfly valve will be connected to end of the tee or bend, and an operating nut to control the valve. The temporary fire hydrant will be equipped with a 4½-inch diameter National Standard threaded nozzle with hydrant cap installed. Temporary fire hydrants will be located near existing fire hydrants.
- h. Gate valves will be placed at intervals not to exceed 1,000 ft. and be resilient seat gate valves (250 PSI) type.
  - i. Three gate valves will be placed at 4-way water main intersections and three gate valves will be placed at 3-way water main intersections.
  - j. New water main taps will be 1½-inches, Type K copper piping with new curb boxes.
  - k. The Town of New Castle will provide all hydrants and fittings where required. It is critical that all New Castle supplied hydrants and fittings be onsite and available to the contractor prior to contractor's mobilization to the site. There have been various supply and supply chain interruptions which have delayed delivery of materials for various water and wastewater projects. It is anticipated that the Town of New Castle will provide the following hydrants and fittings. This list can be refined during the design development phase:
    - Fire hydrants
    - Resilient seated gate valves
    - 1¼°, 2½°, 45°, 90° bends
    - Restrained fittings for vertical alignment changes

It is recommended that the Town of New Castle order additional valves and fittings, as there is a potential for alignment shifts during construction caused by unknown underground conditions.

- l. Unit price items will be used for critical quantities for water main construction, including rock removal and disposal, backfilling, paving, etc.
- m. Hydrants shall be placed at intervals not to exceed 500-feet, specifically at or near existing hydrant locations. NFPA code review for placement of hydrants based on distance from buildings is not included.
- n. Obtain permits and approvals needed from interested agencies including, but not limited to, the New York State Department of Environmental Conservation (NYSDEC), Westchester County Department of Health (WCDOH), New York State Department of Transportation (NYSDOT), Town of New Castle Wetland Permit (Chapter 137) (By Town Staff – Fee Waived) etc., will be identified.

- o. Develop a Schematic Design Report which follows the Clean Water State Revolving Fund (CWSRF) Engineering Report Outline, as outlined by the New York State Environmental Facilities Corporation (NYSEFC).

### **Preparation of Conceptual Design Plans**

1. Develop a conceptual design plan which shall provide plans, profiles and sections, and elevations to describe the character and layout of all components of the proposed water main design including, at a minimum, the following elements and details:
  - a. Cover Sheet (location map and index of drawings).
  - b. Existing conditions (roadway, curb line, sanitary sewer, storm sewer, water main, gas and electric).
  - c. Proposed infrastructure improvements, which include new water main, gate valves, hydrants and bypass system.
  - d. Proposed water main profiles.
  - e. Maintenance and Protection of Traffic and safe pedestrian access along sidewalks, pedestrian access to merchants during construction, Construction Phasing Plan.
  - f. Drawings and Deliverables:
    - Design and scaled AutoCad drawings on CD – (two CD's).
    - Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
2. A written list of technical specifications will be provided.
3. Complete a supplemental topographic survey by a licensed Land Surveyor, as necessary, for the design of the water main.
4. Identify known underground and overhead utilities located in the areas of work and show on the plans. Trees along the route, especially those that may be impacted by the construction, will be identified and shown on the plans. Trees that will be compromised during construction will be required to be removed. EDR will discuss with the County and Town of New Castle a tree replacement approach for trees that are removed. EDR has extensive experience with streetscaping design that includes the replacement or addition of new trees and plantings.
5. Test pits at utility crossings will be conducted to aid in the design. A maximum of four test pits will be performed.
6. Permanent and temporary easements are not expected to be necessary for this work.
7. Develop traffic plans for maintaining and protecting local vehicular access conforming to

NYSDOT requirements as required, including temporary construction detours. The EDR team recently completed a sewer construction project along NYS Route 17 in Sloatsburg, NY. This project required extensive coordination with NYSDOT to control traffic as well as providing adequate safety measures during rock blasting and excavation.

### **Task 3 - Review Workshops with Town Staff**

1. Attend a 30% progress review meeting. EDR will meet with Town representatives to obtain staff input on conceptual design plans and to discuss various proposals/approaches based on the draft conceptual design documents. A total of two review periods by Town officials, consisting of approximately 14 days, should be anticipated by staff.
2. Based on input received from the Town, a final Schematic Design Report will be finalized for distribution.

### **Task 4 - Preparation of Preliminary Construction Cost Estimate**

1. EDR will provide a 30% design and preliminary construction cost estimate for the new water main. The intent of this estimate is to serve as a reference for budgeting considerations.

### **Task 5 - Final Construction Documents**

1. Development of final Construction Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.
  - Final Design Development (RFP Task 5)
  - Final Design Development Plan Review by Town Staff (RFP Task 6)
  - Preparation of Final Design Development Plan Cost Estimate (RFP Task 7)
  - Preparation of Construction and Bid Documents (RFP Task 8)

### **Final Design Development**

1. EDR will develop Construction Contract Documents ready for bidding and construction based on the engineering design. The Contract Documents will consist of "Front End" Contract Documents, signed and sealed engineering drawings, and the project's technical specifications.

The Construction Contract will incorporate Westchester County's front end "boilerplate" documents as part of the Saw Mill B-2 Trunk Sewer Extension Project along Quaker Street. The Town's supplied "boilerplate information" will not likely be integrated with Westchester County's standard documents but will be reviewed.

2. Construction and Bid Document Deliverables include the following:
  - a. Design and scaled AutoCad drawings on CD – (two CD's).
  - b. Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
  - c. Technical specifications for all work associated with the Water Main and Trunk Sewer Projects.

#### **Task 6 - Final Design Development Plan Review by Town Staff**

1. EDR will attend a 90% progress review meeting with Town representatives. Based on input received from the Town, final design drawings and Contract Documents will be developed for review and approval.

#### **Task 7 - Preparation of Final Design Development Plan Cost Estimate**

1. EDR will prepare and provide a revised opinion of probable construction costs based on information contained in the Contract Documents. This estimate will be prepared from computed quantities and current unit cost estimates for all proposed work items.

#### **Task 8 - Preparation of Construction and Bid Documents**

1. Based on review comments received from the Town on the 90% design documents and associated cost estimate, EDR will complete preparation of the final construction and bid documents.
2. Upon completion, EDR will attend a final progress meeting to review the completed documents and to determine if there are needed revisions to the latest construction cost estimate.

Please note that final bid documents will be supplied by Westchester County.

### Project Cost Estimate

<b>Task</b>	<b>Cost</b>
Task 1: Gathering/Assimilation of Town Supplied Information	\$4,200
Task 2: Preparation of Conceptual Design Plans	\$83,200
Task 3: Review Workshop with Town Staff	\$2,500
Task 4: Preparation of Preliminary Construction Cost Estimate	\$7,400
Task 5: Final Design Development	\$210,000
Task 6: Final Design Development Plan Review by Town Staff	\$2,500
Task 7: Preparation of Final Design Development Plan Cost Estimate	\$7,400
Task 8: Preparation of Construction and Bid Documents	\$77,600
<b>Total</b>	<b>\$394,800</b>

## 2021 Rate and Cost Schedule for Additional Services

Environmental Design & Research, Landscape Architecture, Engineering and Environmental Services, D.P.C. (EDR) for additional professional services as follows:

LABOR CATEGORY	HOURLY RATES
Principal.....	\$240.00
Associate Principal .....	\$190.00
Senior Project Manager .....	\$155.00
Senior Architect/Senior Landscape Architect.....	\$135.00
Senior Engineer (Specialist*) .....	\$180.00
Senior Environmental Scientist .....	\$135.00
Project Manager.....	\$140.00
Project Engineer .....	\$130.00
Engineer.....	\$90.00
Architect/Landscape Architect .....	\$110.00
Environmental Specialist.....	\$95.00
Managing Designer.....	\$150.00
Senior Designer/Technician.....	\$90.00
Designer/Technician .....	\$85.00
Senior Drafter/Assistant Technician.....	\$80.00
CAD Drafter .....	\$75.00
Senior Project Representative.....	\$135.00
Project Representative .....	\$125.00
Support Personnel.....	\$75.00
GIS Analyst .....	\$95.00
Visualization/Graphic Specialist .....	\$95.00
Executive Assistant.....	\$85.00

\*Structural, Mechanical, Electrical, or Civil

Note: This schedule is subject to annual or periodic adjustments.

**SUBCONTRACTOR SERVICES COST plus 5%**

**REIMBURSABLE EXPENSES**

Photocopies.....	\$0.05/page
Color Prints 8½ x 11.....	\$.50/page
Double Sided.....	\$.75/page
Color Prints 11 x 17.....	\$1.00/page
Double Sided.....	\$1.50/page
Large Format CAD Plots.....	\$0.60/square foot
Large Format Photo/Rendering Plots.....	\$6.00/square foot
Large Format Cartographic.....	\$1.75/square foot
Mileage.....	IRS Current Rate
Tolls.....	Cost
Lodging.....	Cost
Equipment Rentals.....	Cost
Expedited Delivery (courier, overnight mail).....	Cost

Note: This schedule is subject to annual or periodic adjustments.

