

# Budget & Appropriations Meeting Agenda



Committee Chair: Catherine Borgia

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

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Thursday, November 18, 2021

10:00 AM

Committee Room

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## CALL TO ORDER

Meeting jointly with the Committee on Public Works & Transportation, Environment & Health and Seniors Youth & Intergenerational Services.

## MINUTES APPROVAL

### I. ITEMS FOR DISCUSSION

#### 10:00 AM - Department of Labs & Research

Guests: Dr. Milovanovic and Diane Anton, Chief Administrator

#### 10:30 AM - Department of Senior Programs & Services

Guests: Commissioner Mae Carpenter, Deputy Commissioner Jeanne Pici, Director of Program Development, Sandra Brown & Sherine Kurien, Accountant III

#### 11:30 AM - Department of Environmental Facilities

Guests: Commissioner Vincent Kopicki, Deputy Commissioner Lou Vetrone, Deputy Commissioner Erin O'Shea, Deputy Commissioner Nat Federici

#### 1. [2021-590](#) ACT-Enter into Grant Agreement with NYSOFA

AN ACT to authorize the County to enter into a grant agreement with the New York Office for the Aging to accept grant funds under the Consolidated Appropriations Act, HDC5 and Title III-C of the Older Americans Act and to enter into intermunicipal agreements with local municipalities for services to be funded pursuant to the grant.

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

Joint with SYIS

#### 2. [2021-557](#) BOND ACT-RD021-Haulage Vehicle and Solid Waste Equipment VI

A BOND ACT authorizing the issuance of THREE MILLION, EIGHT HUNDRED THOUSAND (\$3,800,000) DOLLARS in bonds of Westchester County to finance Capital Project RD021 - Haulage Vehicle and Solid Waste Equipment Phase VI.

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

Joint with PWT

3. [2021-558](#) **BOND ACT-DEF Design**

A BOND ACT authorizing the issuance of FIVE MILLION, NINE HUNDRED THOUSAND (\$5,900,000) DOLLARS in bonds of Westchester County to finance the following eight (8) Capital Projects for 2022: SNY95 - Pumping Station Rehabilitation Program - North Yonkers SSD, SOS07 - Ossining WRRF Fire and Gas Detection Systems, SPC11 - Port Chester Wastewater Treatment Plant - Roof Replacements, SPK23 - Peekskill WRRF HVAC Replacement, SPK26 - Gregory Brook Relief Sewer, SY044 - YJ Primary Sludge Gravity Thickener Piping Replacement and Process Improvements, SY045 - Yonkers Joint WRRF Solids Handling Upgrades, and SY053 - Yonkers Joint Sewer Districts Sewer Tunnel Rehabilitation.

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

Joint with PWT

4. [2021-567](#) **PH-Sewer District Mod.-Return-Cortlandt**

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt. [Public Hearing set for \_\_\_\_\_, 2021 at \_\_\_\_\_ .m]. INTRO ACT 2021-568.

***Submitted by COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT & HEALTH***

Joint with PWT & EH

5. [2021-568](#) **ACT-Sewer District Mod-Return-Cortlandt**

AN ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt.

***Submitted by COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT & HEALTH***

Joint with PWT & EH

6. [2021-577](#) **PH-Sewer District Mod-Removal-Mount Pleasant**

A RESOLUTION to set a Public Hearing on a proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mt. Pleasant, 25 Cecila Lane. [Public Hearing set for \_\_\_\_\_, 2021 at \_\_\_\_\_ .m]. ACT INTRO 2021-579.

***Submitted by COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT & HEALTH***

Joint with PWT & EH

7. [2021-578](#) **ENV RES-Sewer District Mod-Removal-Mount Pleasant**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse

impact on the environment from the removal of one (1) parcel of property, located at 25 Cecilia Lane, Mt. Pleasant, from the Saw Mill Valley Sanitary Sewer District.

***Submitted by COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT & HEALTH***

Joint with PWT & EH

8. [2021-579](#) **ACT-Sewer District Mod-Removal-Mount Pleasant**

AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located at 25 Cecilia Lane, Town of Mt. Pleasant.

***Submitted by COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT & HEALTH***

Joint with PWT & EH

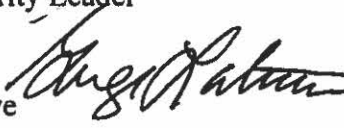
## **II. OTHER BUSINESS**

## **III. RECEIVE & FILE**

## **ADJOURNMENT**

November 8, 2021

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

FROM: George Latimer  
Westchester County Executive 

RE: **Message Requesting Immediate Consideration: Act – Enter into Grant Agreement with NYSOFA.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 8, 2021 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into a grant agreement with the New York State Office for the Aging (“NYSOFA”), to accept grant funds made available to the County under the Consolidated Appropriations Act, HDC5, for services to be provided in accordance with Title III-C of the Older Americans Act (“OAA”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 8, 2021 “blue sheet” calendar.

Thank you for your prompt attention to this matter.





George Latimer  
County Executive

November 5, 2021

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

Dear Honorable Members of the Board of Legislators:


Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into a grant agreement with the New York State Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Consolidated Appropriations Act, HDC5, for services to be provided in accordance with Title III-C of the Older Americans Act ("OAA"), in the not to exceed amount of \$406,157 for the term retroactive to December 27, 2020 and through September 30, 2022 ("Grant Agreement"). The Grant funds may be used for any eligible service under New York State's Major Disaster Declaration ("MDD") until the date the MDD was lifted, and for the period after that date the funds must be utilized pursuant to Title IIIC-2 of the OAA requirements and include home-delivered nutrition services to help seniors remain in their homes and community. The Act also authorizes the County enter into intermunicipal agreements ("IMAs") utilizing Grant funds, with municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located within Westchester County, for the term retroactive to December 27, 2020 and through September 30, 2022. The total aggregate amount of the IMAs will not exceed the total amount of the Grant Agreement. The services provided pursuant to the IMAs correspond to the Consolidated Appropriations Act and are for any eligible service under the MDD. After the lifting of the MDD, the services to be provided pursuant to the IMAs must correspond to the OAA for Title III-C services: home-delivered meals and other nutrition-related services to help seniors remain in their homes and community.

The proposed Grant Agreement with NYSOFA and the proposed IMAs described above do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. Accordingly, no further environmental review is required. Please refer to memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators.

The proposed Grant Agreement with NYSOFA and the proposed IMAs are intended to benefit

the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe that entering into the Grant Agreement and the proposed IMAs for delivery of services is in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

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

George Latimer  
County Executive

GL/MC/SJ/di

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted, would authorize the County of Westchester (the "County"), would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into a grant agreement with the New York State Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Consolidated Appropriations Act, HDC5, for services to be provided in accordance with Title III-C of the Older Americans Act ("OAA"), in the not to exceed amount of \$406,157 for the term retroactive to December 27, 2020 and through September 30, 2022 ("Grant Agreement"). The Grant funds may be used for any eligible service under New York State's Major Disaster Declaration ("MDD") until the date the MDD was lifted, and for the period after that date the funds must be utilized pursuant to Title IIIC-2 of the OAA requirements and include home-delivered nutrition services to help seniors remain in their homes and community. The Act also authorizes the County enter into intermunicipal agreements ("IMAs") utilizing Grant funds, with the following municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located within Westchester County, for the term retroactive to December 27, 2020 and through September 30, 2022:

- Town of Cortlandt
- Town of Eastchester
- Town of Greenburgh
- Town of Mamaroneck
- Village/Town of Mount Kisco
- Town of Mount Pleasant
- City of Mount Vernon
- Town of New Castle
- City of New Rochelle
- Town of Ossining
- City of Peekskill
- Village of Port Chester
- Town of Somers
- City of White Plains
- City of Yonkers
- Town of Yorktown

The total aggregate amount of the IMAs will not exceed the total amount of the Grant Agreement. The services provided pursuant to the IMAs correspond to the Consolidated Appropriations Act and are for any eligible service under the MDD. After the lifting of the MDD, the services to be provided pursuant to the IMAs must correspond to the OAA for Title III-C services: home-delivered meals and other nutrition-related services to help seniors remain in their homes and community.

The proposed Grant Agreement with NYSOFA and the proposed IMAs do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. Accordingly, no further environmental review is required. Your Committee has reviewed the memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators and concurs with this conclusion.

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

Your Committee has been advised that adoption of the proposed legislation is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: \_\_\_\_\_, 2021  
White Plains, New York

**COMMITTEE ON**

DI 11-5-21

# FISCAL IMPACT STATEMENT

SUBJECT: HDC5 - Consolidated Appropriations Act

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      \$ 406157

Total Current Year Revenue \$ 406157

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 263-85-G031

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

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

Potential Related Revenues:      Annual Amount \$ 406157

Describe: Consolidated Appropriations Act funds received from the Federal Government under the Older American's Act to expand nutrition and nutrition-related services.

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

Current Year:      The Department would not be able to provide supplemental nutrition and nutrition-related services as needed.

Next Four years:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Sandra Brown

Title:      Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/5/21

If you need more space, please attach additional sheets.

**ACT NO.           – 2021**

**AN ACT** to authorize the County to enter into a grant agreement with the New York State Office for the Aging to accept grant funds under the Consolidated Appropriations Act, HDC5 and Title III-C of the Older Americans Act and to enter into intermunicipal agreements with local municipalities for services to be funded pursuant to the grant.

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

**Section 1.** The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office for the Aging (“NYSOFA”) to accept grant funds made available to the County pursuant the Consolidated Appropriations Act, HDC5 for services to be provided pursuant to Title III-C of the Older Americans Act (“OAA”) in the total amount not to exceed \$406,157 for the term retroactive to December 27, 2020 and through September 30, 2022 (“Grant Agreement”).

**§2.** The County is hereby further authorized to enter into intermunicipal agreements (“IMAs”) with the following municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located within Westchester County, for the term retroactive to December 27, 2020 and through September 30, 2022:

- Town of Cortlandt
- Town of Eastchester
- Town of Greenburgh
- Town of Mamaroneck
- Village/Town of Mount Kisco
- Town of Mount Pleasant
- City of Mount Vernon
- Town of New Castle
- City of New Rochelle
- Town of Ossining
- City of Peekskill
- Village of Port Chester
- Town of Somers
- City of White Plains

City of Yonkers  
Town of Yorktown

§3. The total aggregate amount of the IMAs will not exceed the total amount of the Grant Agreement. The services to be provided pursuant to the IMAs may be used for any eligible service under New York State's Major Disaster Declaration ("MDD") until the date the MDD was lifted, and for the period after that date the funds must be utilized pursuant to Title III-C of the OAA, for home-delivered meals and other nutrition-related services to help seniors remain in their homes and community.

§4. This Act shall take effect immediately.

**THIS AGREEMENT** ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

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

and

\_\_\_\_\_, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at

\_\_\_\_\_  
(hereinafter referred to as the "Municipality", and hereinafter collectively referred to as the "Parties")

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Department of Senior Programs and Services ("Department"), has been awarded certain federal emergency stimulus grants from the New York State Office for the Aging ("NYSOFA") to expand certain existing nutrition and support services to seniors 60 years and older under Title III-C-2 of the Older Americans Act ("OAA"), to be paid with Consolidated Appropriations Act ("CA Act") funds under the CA Act – HDC5 Program; and

**WHEREAS**, the Municipality represents that it is an organization capable of coordinating and providing said nutrition services, including home-delivered meals, and related supportive services to seniors residing in Westchester County, to improve the well-being of those elderly persons who are at high risk of malnutrition as required by the CA Act - HDC5- Program (, the "Program"); and

**WHEREAS**, the Municipality desires to provide the Program services upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide such Program services upon such terms and conditions.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants,



and agreements contained herein, the Parties hereto agree as follows:

1. The Municipality shall provide the Program services, as more particularly described in Schedule "C" (the "Work"). All Work must be performed in accordance with the terms of the Standard Assurances in Schedule "C" and the Standard Assurances in the approved Four Year Plan (the "Plan") attached hereto and made a part hereof in the form of Schedule "F." The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "D" and "E". It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement applicable to the New York State Office for the Aging ("NYSOFA") and all schedules applicable to the County are subject to the approval of and modification of each, as necessary.

2. The term of the Agreement shall commence retroactive to December 27, 2020 and expire on September 30, 2022, unless terminated sooner pursuant to the provisions hereof.

3. For the Work performed pursuant to Paragraph 1, the Contractor shall be paid up to an amount not to exceed \$ \_\_\_\_\_, subject to appropriations and payable pursuant to an approved budget amount indicated in Schedule "B", attached hereto, and made a part hereof, after the County has received claims or vouchers, and any or all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner"). Payment shall be made on a monthly basis and only for expenses actually incurred and paid by the Contractor, which shall be subject to downward adjustment by the County based upon actual program services rendered by the Contractor during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Contractor with all the terms and conditions contained in this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of the Notification of Grant Award letter from NYSOFA to meet the needs of the senior nutrition programs under the Older Americans Act.

If, for any reason, the Notification of Grant Award Letter is not received by the County from NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole and complete discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, 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 the County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County

finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

The County shall not be obligated to make any payment to the Municipality hereunder unless and until the Municipality has complied with all of the terms and conditions contained in this Agreement.

4. The Municipality understands and agrees that it shall be solely responsible for any overserved units of services that it provides, and the County shall have no liability whatsoever therefore.

The County may, in its discretion, if it shall deem such payment to be required in furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof from NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, the Municipality shall immediately reimburse the County for such payment made to the Municipality, or, the County, in its sole discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement or other agreements the County may have with the

Municipality, in the sole discretion of the County. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County.

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

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

5. The Municipality shall comply, at its own expense, with the provisions of all applicable Federal, State and local laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, including, but not limited to the laws, rules and regulations detailed in the Plan in Schedule "F".

In addition, the Municipality shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (Title VI of the 1964 Civil Rights Act) and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

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

7. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such

services. The Municipality shall refrain from using funds to advance any sectarian effort.

8. Except for subcontracts specifically provided for in Schedule C, if applicable, the Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written approval of the County. Any attempted assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement not in compliance with this section shall be void ab initio.

All subcontracts for which the Municipality has obtained such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Work performed by an approved subcontractor shall be deemed Work performed by the Municipality.

9. The Municipality must attempt to provide service to low income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such Municipality. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by the Office for the Aging concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Schedule "C", attached hereto and made a part hereof.

10. Statistical information and supporting documentation concerning the Program conducted hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution and municipal payment vouchers for governmental agencies.



The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in the NYSOFA's Client Statewide Data System (PeerPlace). Until further notice, the Municipality is required to mail in the PeerPlace MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to the Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by the Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "15" hereof.

The Municipality shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the service provided by the Municipality hereunder.

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

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

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

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

11. The Municipality agrees that any Program, public information materials, or other printed or published materials on the Work of the Program which is supported with Unmet Need funds will give due recognition to NYSOFA and the Westchester County Department of Senior Programs and Services and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

12. All records compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use.

13. If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under the Plan, and the equipment is no longer needed for activities supported by such Programs, NYSOFA/County reserve the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

14. The Municipality shall provide adequate qualified and trained personnel



for supervision and fiscal management of the Program.

15. (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination as specified in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County Attorney shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

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

16. The failure of the County to insist, in any one or more instances, upon a

strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

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

To the County: Commissioner  
Department of Senior Programs and Services  
9 South First Avenue, 10th Floor  
Mount Vernon, New York 10550-3414

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

To the Municipality: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. The Municipality expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Municipality further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

The Municipality represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee Working solely for the Municipality, to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee Working solely for the Municipality), any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

19. The Municipality agrees, as a material element of this agreement, that no information about an elderly person, or obtained from such elderly person, shall be disclosed by the Municipality to a third party in a form that identifies such elderly person, unless the disclosure is specifically required by court order, program monitoring by authorized Federal, State or local monitoring agencies, or by actual or immediate danger to the health, safety or welfare of such elderly person.

20. The Municipality represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Municipality agrees to complete the "Certification Regarding Debarment and Suspension," which is attached hereto and made a part hereof of Schedule "D." The Municipality agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Municipality further agrees to comply, and to require

its subcontractors to comply, with the debarment and suspension regulations in 2 C.F.R. Part 376, as well as the applicable requirements of 2 C.F.R. Part 180.

The Municipality represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United

States General Service Administration's the Excluded Parties List System (EPLS), available at <http://www.sam.gov> as part of the System for Awards Management (SAM). The Municipality agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Municipality represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Municipality agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Municipality agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Municipality understands and acknowledges that the County is relying upon the Municipality's above-described representations and warranties.

Without limiting any of the foregoing, the Municipality certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 C.F.R. Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this certification.

All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

21. As a material element of this Agreement, the Municipality agrees to fully comply with the Contributions Policy in NYSOFA's Program Instruction 18-PI-17 that is attached hereto as Schedule "E" and forms a part of this Agreement. The

Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Municipality shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the Program. The Municipality shall advise the participant that he or she may make a money contribution toward each meal received by participant pursuant to this Agreement. The amount of such contribution shall be suggested and posted by the Nutrition Site Council for the Municipality. The Municipality shall not however, deny a meal to a participant who does not make such contribution.

22. This Agreement shall be governed by the laws of New York State. In addition, the Parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

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

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

Parties.

25. This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs  
and Services

**[INSERT NAME OF MUNICIPALITY]**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act \_\_\_\_\_  
-2021, adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form and manner of execution:

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

**MUNICIPALITY ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is

\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
(Municipality)

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK        )  
                                  )  
COUNTY OF WESTCHESTER )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally came  
\_\_\_\_\_ whose signature appears above, to me known, and know to be  
the

\_\_\_\_\_ of \_\_\_\_\_,  
*(Title)*

the municipal corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that  
he/she is the \_\_\_\_\_ of said municipal corporation.  
*(Title)*

\_\_\_\_\_  
Notary Public                      County



## SCHEDULE "A"

### STANDARD INSURANCE PROVISIONS (Municipality)

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

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

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

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

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

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."
- b) Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground Work shall provide proof that XCU is covered.

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

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

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

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

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

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

INSERT SCHEDULES "B" & "C"

**SCHEDULE "D"**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Municipality certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

\_\_\_\_\_  
Contracting Entity's Name

\_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "E"**

**NEW YORK STATE OFFICE FOR THE AGING**

**PROGRAM INSTRUCTION 18-PI-17**

**NYSOFA CONTRIBUTIONS  
AND OTHER PROGRAM INCOME POLICY**

**SCHEDULE "F"**

**NEW YORK STATE OFFICE FOR THE AGING**

**STANDARD ASSURANCES**

ATTACHMENT A,  
The 2021-22 Annual Update to the 2020-24 Four-Year Plan  
APRIL 1, 2021 – MARCH 31, 2022

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted, would authorize the County of Westchester (the “County”), would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into a grant agreement with the New York State Office for the Aging (“NYSOFA”), to accept grant funds made available to the County under the Consolidated Appropriations Act, HDC5, for services to be provided in accordance with Title III-C of the Older Americans Act (“OAA”), in the not to exceed amount of \$406,157 for the term retroactive to December 27, 2020 and through September 30, 2022 (“Grant Agreement”). The Grant funds may be used for any eligible service under New York State’s Major Disaster Declaration (“MDD”) until the date the MDD was lifted, and for the period after that date the funds must be utilized pursuant to Title IIIC-2 of the OAA requirements and include home-delivered nutrition services to help seniors remain in their homes and community The Act also authorizes the County enter into intermunicipal agreements (“IMAs”) utilizing Grant funds, with the following municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located within Westchester County, for the term retroactive to December 27, 2020 and through September 30, 2022:

Town of Cortlandt  
 Town of Eastchester  
 Town of Greenburgh  
 Town of Mamaroneck  
 Village/Town of Mount Kisco  
 Town of Mount Pleasant  
 City of Mount Vernon  
 Town of New Castle  
 City of New Rochelle  
 Town of Ossining  
 City of Peekskill  
 Village of Port Chester  
 Town of Somers  
 City of White Plains  
 City of Yonkers  
 Town of Yorktown

The total aggregate amount of the IMAs will not exceed the total amount of the Grant Agreement. The services provided pursuant to the IMAs correspond to the Consolidated Appropriations Act and are for any eligible service under the MDD. After the lifting of the MDD, the services to be provided pursuant to the IMAs must correspond to the OAA for Title III-C services: home-delivered meals and other nutrition-related services to help seniors remain in their homes and community.

The proposed Grant Agreement with NYSOFA and the proposed IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. Accordingly, no further environmental review is required. Your Committee has reviewed the memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators and concurs with this conclusion.

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

Your Committee has been advised that adoption of the proposed legislation is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: 11/18, 2021  
White Plains, New York

*Ruth Weber*

COMMITTEE ON

DI 11-5-21

*Seniors Youth & Intergenerational Services*

*Budget & Appropriations*



# FISCAL IMPACT STATEMENT

SUBJECT: HDC5 - Consolidated Appropriations Act

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      \$ 406157

Total Current Year Revenue \$ 406157

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 263-85-G031

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

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

Potential Related Revenues:      Annual Amount \$ 406157

Describe: Consolidated Appropriations Act funds received from the Federal Government under the Older American's Act to expand nutrition and nutrition-related services.

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

Current Year:      The Department would not be able to provide supplemental nutrition and nutrition-related services as needed.

Next Four years:

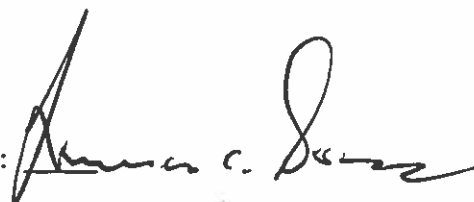
N/A

Prepared by: Sandra Brown

Title:      Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By:



Budget Director

11/5/21

If you need more space, please attach additional sheets.

ACT NO. – 2021

**AN ACT** to authorize the County to enter into a grant agreement with the New York State Office for the Aging to accept grant funds under the Consolidated Appropriations Act, HDC5 and Title III-C of the Older Americans Act and to enter into intermunicipal agreements with local municipalities for services to be funded pursuant to the grant.

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

**Section 1.** The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office for the Aging (“NYSOFA”) to accept grant funds made available to the County pursuant the Consolidated Appropriations Act, HDC5 for services to be provided pursuant to Title III-C of the Older Americans Act (“OAA”) in the total amount not to exceed \$406,157 for the term retroactive to December 27, 2020 and through September 30, 2022 (“Grant Agreement”).

**§2.** The County is hereby further authorized to enter into intermunicipal agreements (“IMAs”) with the following municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located within Westchester County, for the term retroactive to December 27, 2020 and through September 30, 2022:

- Town of Cortlandt
- Town of Eastchester
- Town of Greenburgh
- Town of Mamaroneck
- Village/Town of Mount Kisco
- Town of Mount Pleasant
- City of Mount Vernon
- Town of New Castle
- City of New Rochelle
- Town of Ossining
- City of Peekskill
- Village of Port Chester
- Town of Somers
- City of White Plains

City of Yonkers  
Town of Yorktown

§3. The total aggregate amount of the IMAs will not exceed the total amount of the Grant Agreement. The services to be provided pursuant to the IMAs may be used for any eligible service under New York State's Major Disaster Declaration ("MDD") until the date the MDD was lifted, and for the period after that date the funds must be utilized pursuant to Title III-C of the OAA, for home-delivered meals and other nutrition-related services to help seniors remain in their homes and community.

§4. This Act shall take effect immediately.

**THIS AGREEMENT** ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

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

and

\_\_\_\_\_, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Municipality", and hereinafter collectively referred to as the "Parties")

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Department of Senior Programs and Services ("Department"), has been awarded certain federal emergency stimulus grants from the New York State Office for the Aging ("NYSOFA") to expand certain existing nutrition and support services to seniors 60 years and older under Title III-C-2 of the Older Americans Act ("OAA"), to be paid with Consolidated Appropriations Act ("CA Act") funds under the CA Act – HDC5 Program; and

**WHEREAS**, the Municipality represents that it is an organization capable of coordinating and providing said nutrition services, including home-delivered meals, and related supportive services to seniors residing in Westchester County, to improve the well-being of those elderly persons who are at high risk of malnutrition as required by the CA Act - HDC5- Program (, the "Program"); and

**WHEREAS**, the Municipality desires to provide the Program services upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide such Program services upon such terms and conditions.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants,

and agreements contained herein, the Parties hereto agree as follows:

1. The Municipality shall provide the Program services, as more particularly described in Schedule "C" (the "Work"). All Work must be performed in accordance with the terms of the Standard Assurances in Schedule "C" and the Standard Assurances in the approved Four Year Plan (the "Plan") attached hereto and made a part hereof in the form of Schedule "F." The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "D" and "E". It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement applicable to the New York State Office for the Aging ("NYSOFA") and all schedules applicable to the County are subject to the approval of and modification of each, as necessary.

2. The term of the Agreement shall commence retroactive to December 27, 2020 and expire on September 30, 2022, unless terminated sooner pursuant to the provisions hereof.

3. For the Work performed pursuant to Paragraph 1, the Contractor shall be paid up to an amount not to exceed \$\_\_\_\_\_, subject to appropriations and payable pursuant to an approved budget amount indicated in Schedule "B", attached hereto, and made a part hereof, after the County has received claims or vouchers, and any or all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner"). Payment shall be made on a monthly basis and only for expenses actually incurred and paid by the Contractor, which shall be subject to downward adjustment by the County based upon actual program services rendered by the Contractor during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Contractor with all the terms and conditions contained in this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of the Notification of Grant Award letter from NYSOFA to meet the needs of the senior nutrition programs under the Older Americans Act.

If, for any reason, the Notification of Grant Award Letter is not received by the County from NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole and complete discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, 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 the County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County

finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

The County shall not be obligated to make any payment to the Municipality hereunder unless and until the Municipality has complied with all of the terms and conditions contained in this Agreement.

4. The Municipality understands and agrees that it shall be solely responsible for any overserved units of services that it provides, and the County shall have no liability whatsoever therefore.

The County may, in its discretion, if it shall deem such payment to be required in furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof from NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, the Municipality shall immediately reimburse the County for such payment made to the Municipality, or, the County, in its sole discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement or other agreements the County may have with the

Municipality, in the sole discretion of the County. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County.

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

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

5. The Municipality shall comply, at its own expense, with the provisions of all applicable Federal, State and local laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, including, but not limited to the laws, rules and regulations detailed in the Plan in Schedule "F".



In addition, the Municipality shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (Title VI of the 1964 Civil Rights Act) and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

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

7. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such

services. The Municipality shall refrain from using funds to advance any sectarian effort.

8. Except for subcontracts specifically provided for in Schedule C, if applicable, the Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written approval of the County. Any attempted assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement not in compliance with this section shall be void ab initio.

All subcontracts for which the Municipality has obtained such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Work performed by an approved subcontractor shall be deemed Work performed by the Municipality.

9. The Municipality must attempt to provide service to low income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such Municipality. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by the Office for the Aging concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Schedule "C", attached hereto and made a part hereof.

10. Statistical information and supporting documentation concerning the Program conducted hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution and municipal payment vouchers for governmental agencies.

The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in the NYSOFA's Client Statewide Data System (PeerPlace). Until further notice, the Municipality is required to mail in the PeerPlace MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to the Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by the Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "15" hereof.

The Municipality shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the service provided by the Municipality hereunder.

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

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

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

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

11. The Municipality agrees that any Program, public information materials, or other printed or published materials on the Work of the Program which is supported with Unmet Need funds will give due recognition to NYSOFA and the Westchester County Department of Senior Programs and Services and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

12. All records compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use.

13. If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under the Plan, and the equipment is no longer needed for activities supported by such Programs, NYSOFA/County reserve the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

14. The Municipality shall provide adequate qualified and trained personnel

for supervision and fiscal management of the Program.

15. (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination as specified in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County Attorney shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

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

16. The failure of the County to insist, in any one or more instances, upon a

strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

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

To the County:       Commissioner  
                           Department of Senior Programs and Services  
                           9 South First Avenue, 10th Floor  
                           Mount Vernon, New York 10550-3414

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

To the Municipality: \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

18. The Municipality expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Municipality further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

The Municipality represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee Working solely for the Municipality, to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee Working solely for the Municipality), any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

19. The Municipality agrees, as a material element of this agreement, that no information about an elderly person, or obtained from such elderly person, shall be disclosed by the Municipality to a third party in a form that identifies such elderly person, unless the disclosure is specifically required by court order, program monitoring by authorized Federal, State or local monitoring agencies, or by actual or immediate danger to the health, safety or welfare of such elderly person.

20. The Municipality represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Municipality agrees to complete the "Certification Regarding Debarment and Suspension," which is attached hereto and made a part hereof of Schedule "D." The Municipality agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Municipality further agrees to comply, and to require

its subcontractors to comply, with the debarment and suspension regulations in 2 C.F.R. Part 376, as well as the applicable requirements of 2 C.F.R. Part 180.

The Municipality represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United

States General Service Administration's the Excluded Parties List System (EPLS), available at <http://www.sam.gov> as part of the System for Awards Management (SAM). The Municipality agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Municipality represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Municipality agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Municipality agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Municipality understands and acknowledges that the County is relying upon the Municipality's above-described representations and warranties.

Without limiting any of the foregoing, the Municipality certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 C.F.R. Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this certification.

All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

21. As a material element of this Agreement, the Municipality agrees to fully comply with the Contributions Policy in NYSOFA's Program Instruction 18-PI-17 that is attached hereto as Schedule "E" and forms a part of this Agreement. The



Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Municipality shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the Program. The Municipality shall advise the participant that he or she may make a money contribution toward each meal received by participant pursuant to this Agreement. The amount of such contribution shall be suggested and posted by the Nutrition Site Council for the Municipality. The Municipality shall not however, deny a meal to a participant who does not make such contribution.

22. This Agreement shall be governed by the laws of New York State. In addition, the Parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

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

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

Parties.

25. This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs  
and Services

**[INSERT NAME OF MUNICIPALITY]**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act \_\_\_\_\_  
-2021, adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form and manner of execution:

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

**MUNICIPALITY ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is

\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
(Municipality)

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

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

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

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

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

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

\_\_\_\_\_ of the Municipality,  
*(Title of such person),*

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

\_\_\_\_\_ thereunto duly authorized,  
*(Town Board, Village Board, City Council)*

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

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

STATE OF NEW YORK        )  
  )  
COUNTY OF WESTCHESTER )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally came  
\_\_\_\_\_ whose signature appears above, to me known, and know to be  
the

\_\_\_\_\_ of \_\_\_\_\_,  
*(Title)*

the municipal corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that  
he/she is the \_\_\_\_\_ of said municipal corporation.  
*(Title)*

\_\_\_\_\_  
Notary Public                      County

## SCHEDULE "A"

### STANDARD INSURANCE PROVISIONS (Municipality)

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

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

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

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

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

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."
- b) Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground Work shall provide proof that XCU is covered.

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

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

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

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

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

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

INSERT SCHEDULES "B" & "C"

**SCHEDULE "D"**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Municipality certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

\_\_\_\_\_

Contracting Entity's Name

\_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE "E"**

**NEW YORK STATE OFFICE FOR THE AGING**

**PROGRAM INSTRUCTION 18-PI-17**

**NYSOFA CONTRIBUTIONS  
AND OTHER PROGRAM INCOME POLICY**

**SCHEDULE "F"**

**NEW YORK STATE OFFICE FOR THE AGING**

**STANDARD ASSURANCES**

**ATTACHMENT A,  
The 2021-22 Annual Update to the 2020-24 Four-Year Plan  
APRIL 1, 2021 – MARCH 31, 2022**

October 18, 2021

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

FROM: George Latimer  
Westchester County Executive



RE: Message Requesting Immediate Consideration: **Bond Act – RD021 –  
Haulage Vehicle and Solid Waste Equipment Phase VI.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 18, 2021 Agenda.

Transmitted herewith for your review and approval is a bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$3,800,000 to finance the following capital project: RD021.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 18, 2021 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer  
County Executive

October 15, 2021

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$3,800,000 to finance the following capital project:

RD021 – Haulage Vehicle and Solid Waste Equipment Phase VI (“RD021”).

The Bond Act, in the amount of \$3,800,000, would finance the purchase and replacement of Refuse District No. 1 haulage vehicles and solid waste equipment, Phase VI, including incidental expenses in connection therewith.

The Department of Environmental Facilities (“Department”) has advised that it is necessary to replace vital Material Recovery Facility (“MRF”) and transfer station equipment which has reached the end of its useful life, including, but not limited to, solid waste compactors, solid waste haulage vehicles, recyclables processing equipment, and solid waste containers in order to continue to process residential curbside recyclables and solid waste collected by Refuse District municipalities and deliver solid waste to a final disposal site.

Following bonding authorization, the Department will purchase and install equipment to replace equipment that has reached the end of its useful life in order to implement the recommendations of the District Plan Modification. The Department intends to begin replacing equipment immediately upon bonding authorization and the Department will make additional purchases in accordance with the recommendations of a facilities study which is currently underway. It is estimated that equipment replacement will continue throughout 2022.

The Department has advised that the County Solid Waste Agency (“Agency”), on behalf of Refuse Disposal District No. 1 (“District”), is separately seeking the approval of your Honorable Board for a modification of the County’s Solid Waste Management Plan (“District Plan Modification Act”) pursuant to Article 5A of the New York State County Law which authorizes the Agency to reallocate funds within the District’s plan of improvements. It is noted that the proposed modification does not exceed the maximum expenditure of District funds previously approved by the Board of Legislators and the New York State Comptroller.

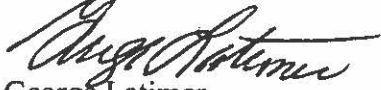
On October 4, 2021 your Honorable Board referred the proposed District Plan Modification Act to the Committees on Budget and Appropriations, Public Works and Transportation, and Environment and Health. It should be noted that this Bond Act may not be approved until the District Plan Modification Act is adopted.

It should be noted that the County Budget Department is submitting this Bond Act to your Honorable Board simultaneously with the proposed 2022 Capital Budget. It is the County's goal to submit this Bond Act now so that the referenced projects will be ready to proceed without delay in early 2022.

The Planning Department has advised that based on its review, RD021 has been classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,



George Latimer  
County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$3,800,000 to finance capital project RD021 – Haulage Vehicle and Solid Waste Equipment Phase VI (“RD021”). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance The Department of Environmental Facilities (“Department”) has advised that it is necessary to replace vital Material Recovery Facility (“MRF”) and transfer station equipment which has reached the end of its useful life, including, but not limited to, solid waste compactors, solid waste haulage vehicles, recyclables processing equipment, and solid waste containers in order to continue to process residential curbside recyclables and solid waste collected by Refuse District municipalities and deliver solid waste to a final disposal site.

Following bonding authorization, the Department will purchase and install equipment to replace equipment that has reached the end of its useful life in order to implement the recommendations of the District Plan Modification. The Department intends to begin replacing equipment immediately upon bonding authorization and the Department will make additional purchases in accordance with the recommendations of a facilities study which is currently underway. It is estimated that equipment replacement will continue throughout 2022.

The Department has advised that the County Solid Waste Agency (“Agency”), on behalf of Refuse Disposal District No. 1 (“District”), is separately seeking the approval of your Honorable Board for a modification of the County’s Solid Waste Management Plan (“District Plan Modification Act”) pursuant to Article 5A of the New York State County Law which authorizes the Agency to reallocate funds within the District’s plan of improvements. It is noted that the proposed modification does not exceed the maximum expenditure of District funds previously approved by the Board of Legislators and the New York State Comptroller.

On October 4, 2021 your Honorable Board referred the proposed District Plan Modification Act to the Committees on Budget and Appropriations, Public Works and Transportation, and Environment and Health. It should be noted that this Bond Act may not be approved until the District Plan Modification Act is adopted.

It should be noted that the County Budget Department is submitting this Bond Act to your Honorable Board simultaneously with the proposed 2022 Capital Budget. It is the County's goal to submit this Bond Act now so that the referenced projects will be ready to proceed without delay in early 2022.

The Planning Department has advised your Committee that based on its review, RD021 has been classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

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

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RD021

NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 3,800,000 PPU 25 Anticipated Interest Rate 1.45%

Anticipated Annual Cost (Principal and Interest): \$ 180,818

Total Debt Service (Annual Cost x Term): \$ 4,520,450

Finance Department: Interest Rates from October 6, 2021 Bond Buyer - ASBA

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations  
(describe in detail for current and next four years):

\_\_\_\_\_  
\_\_\_\_\_

## SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 41

## SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: Louis Vetrone

Title: Deputy Commissioner

Department: Environmental Facilities

Date: 10/18/21


Reviewed By: 

Deputy Budget Director

Date: 10/19/21



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

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

DATE: October 13, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
RD021 Haulage Vehicle and Solid Waste Equipment Phase VI**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 09-17-2021 (Unique ID: 1729)

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(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
- 

**COMMENTS:** None.

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  
C.J. Gelardo, Capital Program Coordinator  
Anthony Zaino, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

ACT NO. \_\_\_\_\_ - 20\_\_

BOND ACT DATED \_\_\_\_\_, 20\_\_.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$3,800,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF PURCHASE AND REPLACEMENT OF REFUSE DISPOSAL DISTRICT NO. 1 HAULAGE VEHICLES AND SOLID WASTE EQUIPMENT, PHASE VI.

WHEREAS, the capital project hereinafter described has been duly approved in the adopted capital budget for the current fiscal year; and

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

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

Section 1. For the class of objects or purposes of financing the purchase and replacement of Refuse District No. 1 haulage vehicles and solid waste equipment, Phase VI, including incidental expenses in connection therewith, there are hereby authorized to be issued \$3,800,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with

any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$3,800,000, and that the plan for the financing thereof is by the issuance of the \$3,800,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years pursuant to subdivision six of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Refuse Disposal District No. 1, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations, as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Westchester, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to

the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance,, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein, relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance and, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to

paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which, under the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, may take effect immediately, shall nonetheless be of no force or effect until January 1, 2022, and shall, when it takes effect, be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE COUNTY EXECUTIVE

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,  
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of  
Legislators of said County, including the Bond Act contained therein, held on \_\_\_\_\_, 20\_\_\_,  
with the original thereof on file in my office, and that the same is a true and correct transcript therefrom  
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that, [please check one below]

\_\_\_\_\_ (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

\_\_\_\_\_ (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 20\_\_\_.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice  
of the time and place of said meeting to be given to the following newspapers and/or other news  
media as follows:

Newspaper and/or other news media

Date given



I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on \_\_\_\_\_, 20\_\_.

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

(CORPORATE  
SEAL)

LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_

A BOND ACT AUTHORIZING THE ISSUANCE OF \$3,800,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF PURCHASE AND REPLACEMENT OF REFUSE DISPOSAL DISTRICT NO. 1 HAULAGE VEHICLES AND SOLID WASTE EQUIPMENT, PHASE VI.

class of objects or purposes: financing the purchase and replacement of Refuse District No. 1 haulage vehicles and solid waste equipment, Phase VI

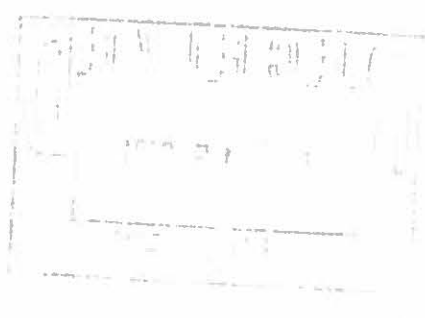
period of probable usefulness: twenty-five years

amount of obligations to be issued: \$3,800,000

Dated: \_\_\_\_\_, 20\_\_  
White Plains, New York

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> RD021	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 10-15-2021
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> HAULAGE VEHICLE AND SOLID WASTE EQUIPMENT PHASE VI	<b>Legislative District ID:</b> 1, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2,
<b>Category*</b> REFUSE DISPOSAL	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1729

**Overall Project Description**

This project will provide for the orderly and systematic purchase and replacement of Refuse Disposal District #1 haulage vehicles, front end loaders, various vehicles and containers, as well as miscellaneous equipment for use in all solid waste facilities and operations.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	10,050	2,000	4,050	1,000	1,000	1,000	1,000	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	10,050	2,000	4,050	1,000	1,000	1,000	1,000	0

**Expended/Obligated Amount (in thousands) as of :** 361

**Current Bond Description:** In order to continue to meet its mandate to process all residential curbside recyclables and solid waste collected by District municipalities and deliver solid waste to a final disposal site, the County must replace vital Material Recovery Facility (MRF) and Transfer Station equipment that has reached the end of its useful life, including, but not limited to, solid waste compactors, solid waste haulage vehicles, recyclables processing equipment, and solid waste containers.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 0
Bonds/Notes:	3,800,000
Cash:	0
<b>Total:</b>	<b>\$ 3,800,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

3,800,000

**Comments:**

**Energy Efficiencies:**

**Appropriation History:**

Year	Amount	Description
2020	1,000,000	FUNDS THIS PROJECT
2021	1,000,000	FUNDS THE CONTINUATION OF THIS PROJECT

**Total Appropriation History:**

2,000,000

**Total Financing History:**

0

**Recommended By:**

**Department of Planning**

WBB4

**Date**

09-17-2021

**Department of Public Works**

RJB4

**Date**

09-20-2021

**Budget Department**

GKGA

**Date**

09-20-2021

**Requesting Department**

CJGA

**Date**

09-20-2021

## HAULAGE VEHICLE AND SOLID WASTE EQUIPMENT PHASE VI ( RD021 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ;  
**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

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

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	10,050	2,000	789	4,050	1,000	1,000	1,000	1,000	
<b>Non County Share</b>									
<b>Total</b>	10,050	2,000	789	4,050	1,000	1,000	1,000	1,000	

### **Project Description**

This project will provide for the orderly and systematic purchase and replacement of Refuse Disposal District #1 haulage vehicles, bulldozers, various vehicles and containers, as well as miscellaneous equipment for use in all solid waste facilities and operations.

### **Current Year Description**

The current request funds the continuation of vehicle purchase and replacement of MFR equipment.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	3,800,000	250,000		4,050,000

### **Impact on Operating Budget**

The impact on the District Operating Budget is the appropriation of Cash to Capital.

### **Appropriation History**

Year	Amount	Description	Status
2020	1,000,000	Funds this project	IN PROGRESS
2021	1,000,000	Funds the continuation of this project	IN PROGRESS
<b>Total</b>	<b>2,000,000</b>		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
<b>Funds Revenue</b>	2,000,000	2,000,000	
<b>Total</b>	2,000,000	2,000,000	



George Latimer  
County Executive

October 15, 2021

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the “Bond Act”) which, if adopted, would authorize the County of Westchester (the “County”) to issue bonds in the total aggregate amount of \$5,900,000 to finance the following eight capital projects for 2022:

- SNY95 – Pumping Station Rehabilitation Program – North Yonkers SSD
- SOS07 – Ossining WRRF Fire and Gas Detection Systems
- SPC11 – Port Chester Wastewater Treatment Plant – Roof Replacements
- SPK23 – Peekskill WRRF HVAC Replacement
- SPK26 – Gregory Brook Relief Sewer
- SY044 – YJ Primary Sludge Gravity Thickener Piping Replacement and Process Improvements
- SY045 – Yonkers Joint WRRF Solids Handling Upgrades, and
- SY053 – Yonkers Joint Sewer Districts Sewer Tunnel Rehabilitation.

The Bond Act, in the total amount of \$5,900,000 would authorize the County to issue bonds to finance the cost of design and construction management costs of:

- (i) the lining and rehabilitation of the influent sewer to the Hastings Pumping Station in the North Yonkers Sanitary Sewer District (SNY95),
- (ii) the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility (SOS07),
- (iii) replacement of roofs at the Port Chester Water Resource Recovery Facility (SPC11),
- (iv) the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility (SPK23),
- (v) the installation of a new relief sewer adjacent and connected to the existing Gregory Brook Intercepting Sewer in the City of Peekskill (SPK26),
- (vi) the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility (SY044),
- (vii) the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility (SY045), and

Office of the County Executive

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

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

westchestergov.com

(viii) the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sewer Districts (SY053).

The Bond Act will also finance the costs of preliminary studies to determine feasibility, design parameters, costs and benefits and other work useful for determining the proposed timing and scope of the above-referenced projects and whether said projects should be undertaken in the form proposed.

Your Honorable Board is advised that the anticipated cost estimates, anticipated project timeline, and whether the design is anticipated to be undertaken by in-house staff or by consultants for each capital project, is set forth below:

**BOND ACT – GENERAL FUND DESIGNS**

Cap ID	Project	Dept	Total Anticipated Project Amount	Current Request	Design Assignment	Design Time Frame (Months)
SNY95	Hastings Influent Sewer Lining and Rehabilitation	60	\$5,000,000	\$600,000	Consultant	9
SOS07	Fire, Gas, and Security Detection Systems	60	\$7,500,00	\$200,000	Consultant	12
SPC11	Port Chester WRRF Roofs	60	\$6,000,000	\$2,000,000	Consultant	12
SPK23	Peekskill WRRF HVAC Replacement	60	\$10,200,00	\$200,000	Consultant	12
SPK26	McGregory Brook Relief Sewer	60	\$1,500,000	\$400,000	Consultant	9
SY044	YJ WRRF Primary Sludge Gravity Thickener Collection Equipment Replacement	60	\$10,000,000	\$1,700,000	Consultant	15
SY045	YJ WRRF Solids Handling Equipment Upgrade	60	\$30,100,000	\$600,000	Consultant	18
SY053	Sewer Tunnel Rehabilitation	60	\$4,700,00	\$200,000	Consultant	9
	<b>Total Request:</b>		<b>\$75,000,000</b>	<b>\$5,900,000</b>		

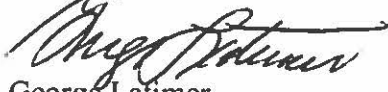
It should be noted that as was initiated last year, the County Budget Department is submitting this Bond Act to your Honorable Board simultaneously with the proposed 2022 Capital Budget. It is the County's goal to submit this Bond Act now so that the referenced projects will be ready to proceed without delay in early 2022. In addition, please note that the proposed Bond Act

authorizes financing for like objects or purposes in connection with multiple capital projects. It is hoped that by combining projects that have the same objects and purposes into a single bond act, the County can dramatically reduce the amount of bond legislation that your Honorable Board would be required to review, thereby expediting the approval process and avoiding backlogs.

The Planning Department has advised that based on its review, the referenced capital projects have been classified as a "Type II" actions pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,

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

George Latimer  
County Executive

Attachments



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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”) in the total aggregate amount of \$5,900,000 to authorize the County of Westchester (the “County”) to finance the following eight capital projects for 2022:

SNY95 – Pumping Station Rehabilitation Program – North Yonkers SSD  
SOS07 – Ossining WRRF Fire and Gas Detection Systems  
SPC11 – Port Chester Wastewater Treatment Plant – Roof Replacements  
SPK23 – Peekskill WRRF HVAC Replacement  
SPK26 – Gregory Brook Relief Sewer  
SY044 – YJ Primary Sludge Gravity Thickener Piping Replacement and Process Improvements  
SY045 – Yonkers Joint WRRF Solids Handling Upgrades, and  
SY053 – Yonkers Joint Sewer Districts Sewer Tunnel Rehabilitation.

The Bond Act, in the total amount of \$5,900,000 was prepared by the law firm Norton Rose Fulbright, and would authorize the County to issue bonds to finance the cost of design and construction management costs of:

- (i) the lining and rehabilitation of the influent sewer to the Hastings Pumping Station in the North Yonkers Sanitary Sewer District (SNY95),
- (ii) the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility (SOS07),
- (iii) replacement of roofs at the Port Chester Water Resource Recovery Facility (SPC11),
- (iv) the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility (SPK23),
- (v) the installation of a new relief sewer adjacent and connected to the existing Gregory Brook Intercepting Sewer in the City of Peekskill (SPK26),
- (vi) the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility (SY044),
- (vii) the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility (SY045), and
- (viii) the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sewer Districts (SY053).

The Bond Act will also finance the costs of preliminary studies to determine feasibility, design parameters, costs and benefits and other work useful for determining the proposed timing and scope of the above-referenced projects and whether said projects should be undertaken in the form proposed.

Your Honorable Board is advised that the anticipated cost estimates, anticipated project timeline, and whether the design is anticipated to be undertaken by in-house staff or by consultants for each capital project, is set forth below:

**BOND ACT – GENERAL FUND DESIGNS**

Cap ID	Project	Dept	Total Anticipated Project Amount	Current Request	Design Assignment	Design Time Frame (Months)
SNY95	Hastings Influent Sewer Lining and Rehabilitation	60	\$5,000,000	\$600,000	Consultant	9
SOS07	Fire, Gas, and Security Detection Systems	60	\$7,500,00	\$200,000	Consultant	12
SPC11	Port Chester WRRF Roofs	60	\$6,000,000	\$2,000,000	Consultant	12
SPK23	Peekskill WRRF HVAC Replacement	60	\$10,200,00	\$200,000	Consultant	12
SPK26	McGregory Brook Relief Sewer	60	\$1,500,000	\$400,000	Consultant	9
SY044	YJ WRRF Primary Sludge Gravity Thickener Collection Equipment Replacement	60	\$10,000,000	\$1,700,000	Consultant	15
SY045	YJ WRRF Solids Handling Equipment Upgrade	60	\$30,100,000	\$600,000	Consultant	18
SY053	Sewer Tunnel Rehabilitation	60	\$4,700,00	\$200,000	Consultant	9
	<b>Total Request:</b>		<b>\$75,000,000</b>	<b>\$5,900,000</b>		

Your Committee is advised that as was initiated last year, the County Budget Department is submitting this Bond Act to your Honorable Board simultaneously with the proposed 2022

Capital Budget. It is the County's goal to submit this Bond Act now so that the referenced projects will be ready to proceed without delay in early 2022. In addition, please note that the proposed Bond Act authorizes financing for like objects or purposes in connection with multiple capital projects. It is hoped that by combining projects that have the same objects and purposes into a single bond act, the County can dramatically reduce the amount of bond legislation that your Honorable Board would be required to review, thereby expediting the approval process and avoiding backlogs.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

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

Dated: \_\_\_\_\_, 20\_\_\_\_.  
White Plains, New York

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: DEF Design

NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 5,900,000 PPU 5 Anticipated Interest Rate 0.40%

Anticipated Annual Cost (Principal and Interest): \$ 1,194,200

Total Debt Service (Annual Cost x Term): \$ 5,971,000

Finance Department: Interest Rates from October 6, 2021 Bond Buyer - ASBA

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

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

\_\_\_\_\_  
\_\_\_\_\_

## SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 64

## SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: Christopher Gelardo

Title: Program Coordinator (Capital)

Department: Environmental Facilities


Date: 10/18/21

Reviewed By: 

Deputy Budget Director

Date: 10/18/21

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

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

DATE: October 13, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR 2022 CAPITAL PROJECTS BOND ACT – SEWER DESIGN**

In connection with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (SEQR), the Department of Planning has reviewed the proposed bond act legislation that would finance the following capital projects:

Capital Project	Project Title	Fact Sheet ID	Approved by Planning
SNY95	Pumping Station Rehabilitation Program-North Yonkers SSD	1736	9/14/2021
SOS07	Ossining WRRF Fire and Gas Detection Systems	1737	9/14/2021
SPK23	Peekskill WRRF HVAC Replacement	1738	9/14/2021
SPK26	McGregory Brook Relief Sewer	1749	9/14/2021
SPC11	Port Chester Wastewater Treatment Plant - Roof Replacements	1740	9/14/2021
SY044	YJ WRRF Primary Sludge Gravity Thickener Piping Replacement and Process Improvements	1741	9/14/2021
SY045	Yonkers Joint WRRF Solids Handling Upgrades	1742	9/14/2021
SY053	Yonkers Joint Sewer Districts Sewer Tunnel Rehabilitation	1748	9/14/2021

The Planning Department advises that the study and design components of these projects for which funding is requested may be classified as **TYPE II actions** 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.

It is noted that funds for construction management will not be expended unless the Board of Legislators approves funding for construction of the project. Further environmental review will be conducted following completion of design and prior to Board approval of funding for construction. As such, no further environmental review is required at this time.

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  
C.J. Gelardo, Capital Program Coordinator, Department of Environmental Facilities  
Anthony Zaino, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

REFERENCE SNY95, SOS07, SPC11, SPK23, SPK26, SY044, SY045, SY053

ACT NO. \_\_\_\_\_ - 20\_\_

BOND ACT DATED \_\_\_\_\_, 20\_\_.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$5,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE LINING AND REHABILITATION OF THE INFLUENT SEWER TO THE HASTINGS PUMPING STATION IN THE NORTH YONKERS SANITARY SEWER DISTRICT (SNY95), (II) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (III) REPLACEMENT OF ROOFS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY (SPC11), (IV) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (V) THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER IN THE CITY OF PEEKSKILL (SPK26), (VI) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (VII) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY045), (VIII) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

WHEREAS, the capital project hereinafter described has been duly approved in the adopted capital budget for the current fiscal year; and

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,



BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York, by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For the specific objects or purposes of paying design and construction management costs of (i) the lining and rehabilitation of the influent sewer to the Hastings Pumping Station in the North Yonkers Sanitary Sewer District (SNY95), (ii) the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility (SOS07), (iii) replacement of roofs at the Port Chester Water Resource Recovery Facility (SPC11), (iv) the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility (SPK23), (v) the installation of a new relief sewer adjacent and connected to the existing Gregory Brook Intercepting Sewer in the City of Peekskill (SPK26), (vi) the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility (SY044), (vii) the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility (SY045), (viii) the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sewer Districts (SY053), each such specific object or purpose as described in Exhibit A constituting a "Project" herein, there are hereby authorized to be issued an aggregate amount of \$5,900,000 bonds of said County pursuant to the provisions of the Local Finance Law, in the amounts described in Exhibit A for each respective Project. Bonds may not be issued hereunder to finance any Project in an amount that exceeds the amount specified in Exhibit A for such Project. To the extent that the details of the Projects set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of each Project is as described in Exhibit A, and that the plan for the financing of each Project is by the issuance of bonds of said County authorized to be issued pursuant to this Bond Act.



Section 3. It is hereby determined that each Project may include preliminary studies to determine feasibility, design parameters, costs and benefits and other work useful for determining the proposed timing and scope of the Project and whether the Project should be undertaken in the form proposed, and that the period of probable usefulness of each Project is five years, pursuant to subdivision sixty-two of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for the respective Project in the respective district described in Exhibit A, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Westchester, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said

Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the Projects described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of

validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance La, as the Commissioner of Finance shall determine.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which, under the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, may take effect immediately, shall nonetheless be of no force or effect until January 1, 2022, and, when it takes effect, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

**EXHIBIT A**

**Bonds may not be issued hereunder to finance any Project in an amount that exceeds the amount specified below for such Project.**

<b>Project ID</b>	<b>Project Description</b>	<b>Estimated Maximum Cost and Bonds Authorized</b>	<b>District or Districts to be Assessed for such Project</b>
SNY95	the lining and rehabilitation of the influent sewer to the Hastings Pumping Station in the North Yonkers Sanitary Sewer District	\$600,000	North Yonkers Sanitary Sewer District
SOS07	the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility	\$200,000	Ossining Sanitary Sewer District
SPC11	the replacement of roofs at the Port Chester Water Resource Recovery Facility	\$2,000,000	Port Chester Sanitary Sewer District
SPK23	the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility	\$200,000	Peekskill Sanitary Sewer Districts
SPK26	the installation of a new relief sewer adjacent and connected to the existing McGregory Brook Intercepting Sewer in the City of Peekskill	\$400,000	Peekskill Sanitary Sewer District
SY044	the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility	\$1,700,000	Yonkers Joint Sanitary Sewer Districts
SY045	the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility	\$600,000	Yonkers Joint Sanitary Sewer Districts
SY053	the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sanitary Sewer Districts	\$200,000	Yonkers Joint Sanitary Sewer Districts

The foregoing Bond Act, including Exhibit A thereto, was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE COUNTY EXECUTIVE

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on \_\_\_\_\_, 20\_\_, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that, [please check one below]

\_\_\_\_\_ (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

\_\_\_\_\_ (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 20\_\_.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on \_\_\_\_\_, 20\_\_.

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

(CORPORATE  
SEAL)



LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_

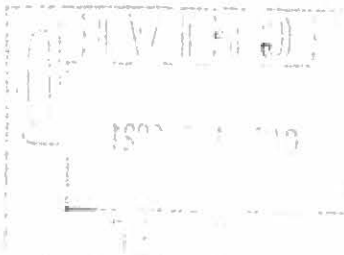
A BOND ACT AUTHORIZING THE ISSUANCE OF \$5,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE LINING AND REHABILITATION OF THE INFLUENT SEWER TO THE HASTINGS PUMPING STATION IN THE NORTH YONKERS SANITARY SEWER DISTRICT (SNY95), (II) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (III) REPLACEMENT OF ROOFS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY (SPC11), (IV) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (V) THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER IN THE CITY OF PEEKSKILL (SPK26), (VI) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (VII) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY045), (VIII) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

object or purpose:	financing design and construction management costs of the rehabilitation of various sewer conveyance and treatment facilities in and for the benefit of various County Sanitary Sewer Districts
period of probable usefulness:	five (5) years
amount of obligations to be issued:	\$5,900,000, for the benefit of: North Yonkers Sanitary Sewer District (\$600,000), Ossining Sanitary Sewer District (\$200,000), Port Chester Sanitary Sewer District (\$2,000,000), Peekskill Sanitary Sewer

District (\$200,000 and \$400,000), and Yonkers Joint Sanitary Sewer Districts (\$1,700,000, \$600,000 and \$200,000)

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> SNY95	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 10-15-2021
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> PUMPING STATION REHABILITATION PROGRAM - NORTH YONKERS SSD	<b>Legislative District ID:</b> 8, 16, 15, 12,
<b>Category*</b> SEWER AND WATER DISTRICTS	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1736

**Overall Project Description**

This project will fund the rehabilitation and/or upgrade of the following sewage pumping station(s): Hastings, Dobbs Ferry, Irvington and Alexander St.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	20,800	5,200	600	15,000	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	20,800	5,200	600	15,000	0	0	0	0

**Expended/Obligated Amount (in thousands) as of :** 1,297

**Current Bond Description:** Design and Construction Management funding for the lining and rehabilitation of the influent sewer to the Hastings Pumping Station.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 0
Bonds/Notes:	600,000
Cash:	0
<b>Total:</b>	<b>\$ 600,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

600,000

**Comments:**

**Energy Efficiencies:**

NONE

**Appropriation History:**

Year	Amount	Description
2017	900,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR HASTINGS.
2018	800,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR DOBBS FERRY.
2019	3,500,000	DESIGN- ALEXANDER ST AND IRVINGTON.

**Total Appropriation History:**

5,200,000

**Financing History:**

<b>Year</b>	<b>Bond Act #</b>	<b>Amount</b>	<b>Issued</b>	<b>Description</b>
17	125	900,000		0 REHABILITATION OF HASTINGS PUMPING STATION
19	221	800,000		0 DESIGN AND CONSTRUCTION - DOBBS FERRY PUMPING STATION IN NORTH YONKERS SANITARY SEWER DISTRICT

**Total Financing History:**

1,700,000

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## PUMPING STATION REHABILITATION PROGRAM - NORTH YONKERS SSD ( SNY95 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ; 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
Gross	20,800	5,200	1,300	600	15,000				
Non County Share									
<b>Total</b>	<b>20,800</b>	<b>5,200</b>	<b>1,300</b>	<b>600</b>	<b>15,000</b>				

### Project Description

This project will fund the rehabilitation and/or upgrade of the following sewage pumping station(s): Hastings, Dobbs Ferry, Irvington and Alexander St.

### Current Year Description

The current year request funds design and construction management for Hastings Influent Sewer.

### Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	600,000			600,000

### Impact on Operating Budget

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

### Appropriation History

Year	Amount	Description	Status
2017	900,000	Design and construction management for Hastings.	DESIGN
2018	800,000	Design and construction management for Dobbs Ferry.	DESIGN
2019	3,500,000	Design- Alexander St and Irvington.	DESIGN
<b>Total</b>	<b>5,200,000</b>		

### Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	5,200,000		5,200,000
<b>Total</b>	<b>5,200,000</b>		<b>5,200,000</b>

### Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
125 17	900,000			900,000
221 19	800,000			800,000
6 21	1,500,000			1,500,000
<b>Total</b>	<b>3,200,000</b>			<b>3,200,000</b>

## CAPITAL PROJECT FACT SHEET

**Project ID:\***  
SOS07

CBA

**Fact Sheet Date:\***  
10-15-2021

**Fact Sheet Year:\***  
2022

**Project Title:\***  
OSSINING WRRF FIRE AND GAS  
DETECTION SYSTEMS

**Legislative District ID:**  
3, 9, 4,

**Category\***  
SEWER AND WATER DISTRICTS

**Department:\***  
ENVIRONMENTAL FACILITIES

**CP Unique ID:**  
1737

**Overall Project Description**

This project funds the replacement of the fire and gas detection and alarm equipment, as well as upgrades to the security system, at the facility.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies     | <input type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety    | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue        |
| <input checked="" 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>	7,500	0	200	0	2,000	0	5,300	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	7,500	0	200	0	2,000	0	5,300	0

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

<b>Current Bond Description:</b> Study funding to evaluate new equipment and replacement options, methods to maintain the plant in operation during construction, and develop a preliminary budget.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	200,000
Cash:	0
<b>Total:</b>	<b>\$ 200,000</b>

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
200,000

**Comments:**

**Energy Efficiencies:**  
NONE

**Total Financing History:**  
0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## OSSINING WRRF FIRE AND GAS DETECTION SYSTEMS ( SOS07 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

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

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	7,500			200		2,000		5,300	
Non County Share									
<b>Total</b>	<b>7,500</b>			<b>200</b>		<b>2,000</b>		<b>5,300</b>	

### **Project Description**

This project funds the replacement of the fire and gas detection and alarm equipment. at the facility.

### **Current Year Description**

The current year request funds a study.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	200,000			200,000

### **Impact on Operating Budget**

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



## CAPITAL PROJECT FACT SHEET

**Project ID:\***  
SPK23

CBA

**Fact Sheet Date:\***  
10-15-2021

**Fact Sheet Year:\***  
2022

**Project Title:\***  
PEEKSKILL WRRF HVAC  
REPLACEMENT

**Legislative District ID:**  
1, 9, 4,

**Category\***  
SEWER AND WATER DISTRICTS

**Department:\***  
ENVIRONMENTAL FACILITIES

**CP Unique ID:**  
1738

**Overall Project Description**

This project will fund the rehabilitation/replacement of all HVAC equipment at all of the buildings at the Peekskill Water Resource Recovery Facility.

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input 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>	10,200	0	200	0	0	1,500	0	8,500
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	10,200	0	200	0	0	1,500	0	8,500

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

<b>Current Bond Description:</b> Study funding to evaluate new equipment and replacement options, methods to maintain the plant in operation during construction, and develop a preliminary budget.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	200,000
Cash:	0
<b>Total:</b>	<b>\$ 200,000</b>

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
200,000

**Comments:**

**Energy Efficiencies:**

THE NEW EQUIPMENT WILL BE MORE ENERGY EFFICIENT THAN THE OLD EXISTING EQUIPMENT THAT IS REACHING THE END OF ITS USEFUL LIFE.

**Total Financing History:**  
0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## PEEKSKILL WRRF HVAC REPLACEMENT ( SPK23 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

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

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	10,200			200			1,500		8,500
Non County Share									
<b>Total</b>	<b>10,200</b>			<b>200</b>			<b>1,500</b>		<b>8,500</b>

### **Project Description**

This project will fund the rehabilitation/replacement of all HVAC equipment at all of the buildings at the Peekskill Water Resource Recovery Facility.

### **Current Year Description**

The current year request funds a study.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	200,000			200,000

### **Impact on Operating Budget**

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

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> SPK26	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 10-15-2021
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> MCGREGORY BROOK RELIEF SEWER	<b>Legislative District ID:</b> 1, 9, 4,
<b>Category*</b> SEWER AND WATER DISTRICTS	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1749

**Overall Project Description**

This project will fund the construction of a relief sewer on the McGregory Brook Intercepting Sewer located in the City of Peekskill.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	1,500	0	400	0	1,100	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	1,500	0	400	0	1,100	0	0	0

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

<b>Current Bond Description:</b> Design and construction management funding for the installation of an approximately 300 foot long section of new relief sewer adjacent and connected to the existing sewer, and the installation of associated new manholes, in order to increase capacity to accommodate anticipated increased future flows.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	400,000
Cash:	0
<b>Total:</b>	<b>\$ 400,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

400,000

**Comments:**

**Energy Efficiencies:**

NONE

**Appropriation History:**

Year	Amount	Description
2022	400,000	DESIGN AND CONSTRUCTION MANAGEMENT

**Total Appropriation History:**

400,000

**Total Financing History:**

0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## MCGREGORY BROOK RELIEF SEWER ( SPK26 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ;  
**Estimated Completion Date:** TBD  
**Planning Board Recommendation:** Project approved in concept but subject to subsequent staff review.

<b>FIVE YEAR CAPITAL PROGRAM (in thousands)</b>									
	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	1,500			400		1,100			
Non County Share									
<b>Total</b>	<b>1,500</b>			<b>400</b>		<b>1,100</b>			

**Project Description**

This project will fund the construction of a relief sewer on the McGregory Brook Intercepting Sewer located in the City of Peekskill.

**Current Year Description**

The current year request funds design.

<b>Current Year Financing Plan</b>				
Year	Bonds	Cash	Non County Shares	Total
2022	400,000			400,000

**Impact on Operating Budget**

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

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> SPC11	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 10-15-2021
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> PORT CHESTER WASTEWATER TREATMENT PLANT - ROOF REPLACEMENTS	<b>Legislative District ID:</b> 6,
<b>Category*</b> SEWER AND WATER DISTRICTS	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1740

**Overall Project Description**

This project will provide funds for the replacement of roofs and repairs/replacements of expansion joints, as required, at the Port Chester Wastewater Treatment Plant.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	9,780	3,780	2,000	0	4,000	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	9,780	3,780	2,000	0	4,000	0	0	0

**Expended/Obligated Amount (in thousands) as of :** 332

<b>Current Bond Description:</b> Design and construction management funding for the replacement of roofs at the Port Chester Water Resource Recovery Facility, including but not limited to, the Air Treatment Building roof and the Control Building roof.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	2,000,000
Cash:	0
<b>Total:</b>	<b>\$ 2,000,000</b>

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
2,000,000

**Comments:**

**Energy Efficiencies:**  
NONE

**Appropriation History:**

Year	Amount	Description
2010	105,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE ROOF REPLACEMENT OF THE PRIMARY SETTLING TANK BUILDING
2015	425,000	DESIGN AND CONSTRUCTION MANAGEMENT
2016	1,500,000	CONSTRUCTION
2020	1,750,000	DESIGN AND CONSTRUCTION MANAGEMENT

**Total Appropriation History:**  
3,780,000

**Financing History:**

<b>Year</b>	<b>Bond Act #</b>	<b>Amount</b>	<b>Issued</b>	<b>Description</b>
10	118	105,000	71,208	PORT CHESTER WASTERWATER TREATMENT PLANT-ROOF REPLACEMENT
15	110	425,000	0	PORT CHESTER WASTEWATER TREATMENT PLANT - ROOF REPLACEMENTS
20	11	425,000	0	DESIGN, CONSTRUCTION MANAGEMENT, & COSTS FOR REPLACEMENT OF ROOFS - PORT CHESTER WWTP

**Total Financing History:**

955,000

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021



## PORT CHESTER WASTEWATER TREATMENT PLANT - ROOF REPLACEMENTS ( SPC11 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ; Public Works ;  
**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

### FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	9,780	3,780	332	2,000		4,000			
Non County Share									
<b>Total</b>	<b>9,780</b>	<b>3,780</b>	<b>332</b>	<b>2,000</b>		<b>4,000</b>			

### Project Description

This project will provide funds for the replacement of roofs and repairs/replacements of expansion joints, as required, at the Port Chester Wastewater Treatment Plant.

### Current Year Description

The current year request funds design.

### Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	2,000,000			2,000,000

### Impact on Operating Budget

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

### Appropriation History

Year	Amount	Description	Status
2010	105,000	Design, construction and construction management for the roof replacement of the Primary Settling Tank building	COMPLETE
2015	425,000	Design and Construction Management	CONSTRUCTION
2016	1,500,000	Construction	CONSTRUCTION
2020	1,750,000	Design and construction management	AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>3,780,000</b>		

### Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,780,000	71,208	3,708,792
<b>Total</b>	<b>3,780,000</b>	<b>71,208</b>	<b>3,708,792</b>

**PORT CHESTER WASTEWATER TREATMENT PLANT - ROOF REPLACEMENTS  
( SPC11 )**

**Bonds Authorized**

<b>Bond Act</b>	<b>Amount</b>	<b>Date Sold</b>	<b>Amount Sold</b>	<b>Balance</b>
<b>118 10</b>	<b>105,000</b>	<b>12/10/13</b>	<b>60,766</b>	<b>33,792</b>
		<b>12/10/13</b>	<b>10,234</b>	
		<b>12/10/13</b>	<b>208</b>	
<b>110 15</b>				
<b>11 20</b>	<b>2,425,000</b>			<b>2,425,000</b>
<b>Total</b>	<b>2,530,000</b>		<b>71,208</b>	<b>2,458,792</b>

**CAPITAL PROJECT FACT SHEET**

**Project ID:\***  
SY044

CBA

**Fact Sheet Date:\***  
10-15-2021

**Fact Sheet Year:\***  
2022

**Project Title:\***  
YJ WRRF PRIMARY SLUDGE  
GRAVITY THICKENER PIPING  
REPLACEMENT AND PROCESS  
IMPROVEMENTS

**Legislative District ID:**  
2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 3,

**Category\***  
SEWER AND WATER DISTRICTS

**Department:\***  
ENVIRONMENTAL FACILITIES

**CP Unique ID:**  
1741

**Overall Project Description**

This project funds the replacement of the primary sludge gravity thickener collection equipment.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	10,000	0	1,700	0	8,300	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	10,000	0	1,700	0	8,300	0	0	0

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

<b>Current Bond Description:</b> Design and construction management for the replacement of the primary sludge gravity thickener collection equipment, including but not limited to the piping and valves; the installation of new primary sludge bar screens; and/or the replacement of the existing influent bar screens. The work will also include all mechanical, structural, architectural, electrical, instrumentation, controls, HVAC, and plumbing work and appurtenances as required. The design will also review the hydraulics of the system to determine if changes should be made to the treatment process or type of equipment used.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	1,700,000
Cash:	0
<b>Total:</b>	<b>\$ 1,700,000</b>

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
1,700,000

**Comments:**

**Energy Efficiencies:**  
NONE

**Total Financing History:**  
0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

# YJ WRRF PRIMARY SLUDGE GRAVITY THICKENER PIPING REPLACEMENT AND PROCESS IMPROVEMENTS ( SY044 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ;  
**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
Gross	10,000			1,700		8,300			
Non County Share									
Total	10,000			1,700		8,300			

### **Project Description**

This project funds the replacement of the primary sludge gravity thickener collection equipment.

### **Current Year Description**

The current year request funds design.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	1,700,000			1,700,000

### **Impact on Operating Budget**

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

## CAPITAL PROJECT FACT SHEET

**Project ID:\***  
SY045

CBA

**Fact Sheet Date:\***  
10-15-2021

**Fact Sheet Year:\***  
2022

**Project Title:\***  
YONKERS JOINT WRRF SOLIDS  
HANDLING UPGRADES

**Legislative District ID:**  
2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 3.

**Category\***  
SEWER AND WATER DISTRICTS

**Department:\***  
ENVIRONMENTAL FACILITIES

**CP Unique ID:**  
1742

**Overall Project Description**

This project will provide for the upgrading of all solids handling equipment.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	30,100	0	600	0	0	3,000	0	26,500
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	30,100	0	600	0	0	3,000	0	26,500

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

**Current Bond Description:** Study funding to evaluate new equipment and replacement options, methods to maintain the plant in operation during construction, and develop a preliminary budget.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 0
Bonds/Notes:	600,000
Cash:	0
<b>Total:</b>	<b>\$ 600,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

600,000

**Comments:**

**Energy Efficiencies:**

NONE

**Total Financing History:**

0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## YONKERS JOINT WRRF SOLIDS HANDLING UPGRADES ( SY045 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ;

**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
Gross	30,100			600			3,000		26,500
Non County Share									
<b>Total</b>	<b>30,100</b>			<b>600</b>			<b>3,000</b>		<b>26,500</b>

### **Project Description**

This project will provide for the upgrading of all solids handling equipment.

### **Current Year Description**

The current year request funds a study.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	600,000			600,000

### **Impact on Operating Budget**

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> SY053	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 10-15-2021
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> YONKERS JOINT SEWER DISTRICTS SEWER TUNNEL REHABILITATION	<b>Legislative District ID:</b> 2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 4, 3,
<b>Category*</b> SEWER AND WATER DISTRICTS	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1748

**Overall Project Description**

This project will provide for the rehabilitation of several large diameter sewer tunnels in the Yonkers Sewer Districts.

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

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

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	4,700	0	200	0	500	0	4,000	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	4,700	0	200	0	500	0	4,000	0

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

**Current Bond Description:** Study funding to evaluate alternative methods to access and inspect the tunnels.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 0
Bonds/Notes:	200,000
Cash:	0
<b>Total:</b>	<b>\$ 200,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

200,000

**Comments:**

**Energy Efficiencies:**

NONE

**Appropriation History:**

Year	Amount	Description
2022	200,000	STUDY

**Total Appropriation History:**

200,000

**Total Financing History:**

0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-14-2021

**Department of Public Works**  
RJB4

**Date**  
09-17-2021

**Budget Department**  
GKGA

**Date**  
09-17-2021

**Requesting Department**  
CJGA

**Date**  
09-20-2021

## YONKERS JOINT SEWER DISTRICTS SEWER TUNNEL REHABILITATION ( SY053 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ;

**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
Gross	4,700			200		500		4,000	
Non County Share									
<b>Total</b>	<b>4,700</b>			<b>200</b>		<b>500</b>		<b>4,000</b>	

### **Project Description**

This project will provide for the rehabilitation of several large diameter sewer tunnels in the Yonkers Sewer Districts.

### **Current Year Description**

The current year request funds a study.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	200,000			200,000

### **Impact on Operating Budget**

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

**RESOLUTION NO. - 2021**

**RESOLVED**, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt more particularly described as 73 South Hill Road, Section 13.17, Block 2, Lot 21, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such Notice shall be substantially in the form attached hereto.

**PUBLIC NOTICE**

NOTICE OF HEARING: MODIFICATION TO THE PEEKSKILL SANITARY SEWER DISTRICT BY THE ADDITION OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF CORTLANDT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_ .M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE ADDITION TO THE PEEKSKILL SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF CORTLANDT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED AUGUST 30, 2021, OF THE PARCELS AS LISTED BELOW BY STREET ADDRESS AND TAX MAP DESIGNATION:

73 SOUTH HILL ROAD, SECTION 13.17, BLOCK 2, LOT 21

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

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

Dated: \_\_\_\_\_, 2021  
White Plains, New York

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Cortlandt ("Town") has requested, pursuant to the attached Resolution of the Town, that the Peekskill Sanitary Sewer District ("District") be modified to return one (1) parcel of property more particularly described by street address and tax map designation as 73 South Hill Road, Section 13.17, Block 2, Lot 21 ("Returning Parcel") to the District. The Returning Parcel was previously part of the District but was removed from the District by your Honorable Board in 1998 for the 1999 tax year.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities dated August 30, 2021 and attached hereto, indicates that the proposed addition of the Returning Parcel represents an increase of 0.0054% to the Equalized Full Value of the District. Therefore, the addition of the Returning Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to add the Returning Parcel to the District is feasible because: 1) the matter was requested by the Town; 2) the facilities necessary to connect the Returning Parcel to County facilities (i.e., Gravity Sewers) will be constructed at the total expense of the Town; 3) maintenance of the completed facilities will be the responsibility of the Town and not the District; 4) the Peekskill Water Resource Recovery Facility (the "Facility") has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the Returning Parcel will generate is 400 GPD. The Facility and the County Trunk Sewer have sufficient capacity to accommodate the Returning Parcel; 5) the subject expansion will not result in any significant effect on the tax structure of the District; and 6) the territory proposed to be added to the District is not now in any County sewer district and will be required to pay a surcharge over a ten year period.

Your Committee notes that Section 237.131 of the County Administrative Code authorizes the alteration or change of a sewer district. However, your Honorable Board may only alter or change the district after it has held a public hearing after notice has been given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution, which, if adopted by your Honorable Board, would set a date and time for the necessary public hearing. Your Committee recommends adoption of said Resolution.

Furthermore, Sections 237.131 and 237.141 of the County Administrative Code confer authority to determine what charges, if any, will be paid by the Returning Parcel. Your Committee has been informed that the Department of Environmental Facilities recommends that an aggregate surcharge of One Thousand One Hundred Dollars (\$1,100.00), or One Hundred Ten Dollars (\$110.00) per annum to be paid in each of ten equal annual installments, be assessed against the Returning Parcel. This surcharge reflects capital costs incurred from 1999 through 2021, the years the Returning Parcel did not contribute to the District tax levies. This formula has been used in past legislation for parcels returned to a sanitary sewer district.

The Planning Department has advised that based on its review, the proposed addition of the Returning Parcel constitutes a Type II action under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617.5(c)(13) and (33), and therefore no further environmental review is required. Your Committee has reviewed the attached SEQRA documentation and concurs with this conclusion.

Based on the above facts and the Feasibility Report prepared by the Department of Environmental Facilities, your Committee concurs with the recommendation of the County Executive and recommends that your Honorable Board adopt the annexed Resolution which will set a date and time for the public hearing as required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the addition of the Returning Parcel

to the Peekskill Sanitary Sewer District. It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Dated: 11/18, 2021  
White Plains, New York

*Rest Water*

*Rest Water*

*Rest Water*

COMMITTEE ON

K-JPG 9/02/2021

*Environment &  
Health*

*Budget &  
Appropriations*

*Public Works  
& Transportation*



Dated: November 18, 2021  
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 417 of New York State Laws of 2021, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**Environment & Health**





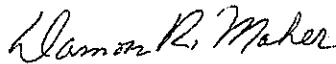
Catherine F. Parker



**Budget & Appropriations**



Catherine F. Parker



Margaret A. Conzio







**Public Works & Transportation**



Catherine F. Parker



# FISCAL IMPACT STATEMENT

SUBJECT: 73 South Hill Road, Peekskill SSD, Cortlandt (T)

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: 236-60-1610-9012

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

Describe: Operating expenses related to process and treatment  
plant expenses of additional flow from these parcels.

Potential Related Operating Budget Revenues: Annual Amount \$ \_\_\_\_\_ 110

Describe: "Buy-in" revenue for parcel added to the Saw Mill Sewer District each year  
for the next 10 years

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

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

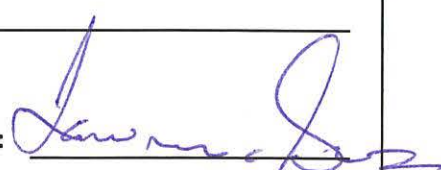
Next Four Years: Please see descriptions above

Prepared by: Marian Pompa, Jr. P.E.

Title: Acting Director of Maintenance

Department: Environmental Facilities


Date: August 30, 2021

Reviewed By: 

Budget Director

Date: 11/15/21

TO: Vincent Kopicki, Commissioner  
Department of Environmental Facilities

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

DATE: October 19, 2021

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR REINSTATEMENT  
OF ONE PARCEL TO PEEKSKILL SANITARY SEWER DISTRICT  
73 SOUTH HILL ROAD, TOWN OF CORTLANDT

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**PROJECT/ACTION:** Modification of the Peekskill Sanitary Sewer District to reinstate one parcel—Section 13.17, Block 2, Lot 21 (formerly 4.01-31-1)—located at 73 South Hill Road in the Town of Cortlandt. The parcel is approximately 1.3 acre in size and already developed with a single-family residence that will be able to access the sanitary sewer system via a lateral connection to an existing local gravity sewer located on adjacent town property.

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 SECTIONS:
- 617.5(c)(13): extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;
  - 617.5(c)(26): routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
  - 617.5(c)(33): adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.
- 

**COMMENTS:** The subject parcel was removed, along with over 3,000 other parcels, in 1999 at the request of the Town of Cortlandt on the premise that they were not connected nor were anticipated to connect to the sanitary sewer district in the foreseeable future. At this time, the parcel to be reinstated will be able to connect to a nearby sanitary sewer associated with the Town's Fawn Ridge Sewer District. Sewage from this district is treated at the County's Peekskill Water Resource Recovery Facility (WRRF), which has a design flow of 10 million gallons per day (MGD), but is

presently operating at an average daily flow of 6.1 MGD. Since the estimated sewage contribution from a single family residence is approximately 400 gallons per day, both the WRRF and County trunk sewer have sufficient capacity to accommodate the return of this parcel to the County sewer district.

DSK/cnm

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

**RESOLUTION**

**NUMBER 159-21**

**(RE: AUTHORIZE REQUEST TO HAVE A PARCEL LOCATED WITHIN THE TOWN REINSTATED INTO THE PEEKSKILL SANITARY SEWER DISTRICT AND FORWARD SAME TO WESTCHESTER COUNTY FOR CONSIDERATION)**

**WHEREAS**, by letter dated May 11, 2021 from Stephanie Sinclair and Bryan Hoben, Owners of Section 13.17, Block 02, Lot 21 property described below was received by the Town Board of the Town of Cortlandt at the Town Board Meeting held June 15, 2021 for a parcel located at 73 South Hill Road, Cortlandt Manor, New York 10567; and

**WHEREAS**, the owner(s) has requested the Town of Cortlandt petition the County of Westchester to have said property reinstated into the Peekskill Sanitary Sewer District; said property is designated as follows:

Section 13.17, Block 02, Lot 21  
73 South Hill Road  
Cortlandt Manor, NY 10567

Owner(s): Stephanie Sinclair and Bryan Hoben

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Cortlandt, on behalf of the above-mentioned owner and contract vendee in the Town of Cortlandt, does hereby petition the County of Westchester to reinstate said parcel designated above into the Peekskill Sanitary Sewer District; and

**BE IT FURTHER RESOLVED**, the parcel shall also be incorporated in the Town's Fawn Ridge Sewer District subject to incorporation into the Peekskill Sanitary Sewer District; and

**BE IT FURTHER RESOLVED**, the Town Clerk shall notify the Town's Receiver of Taxes and Town Assessor upon reinstatement of the parcel in the County and Town sewer districts.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF CORTLANDT  
LAROUÉ ROSE SHATZKIN  
TOWN CLERK**

**Adopted June 15, 2021  
At a Regular Meeting  
Held at Town Hall**

**Certified Copy**  
06/17/21 Date  
Y. Rose Shatzkin  
Town Clerk and Registrar

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

August 30, 2021

FEASIBILITY REPORT  
IN THE MATTER OF

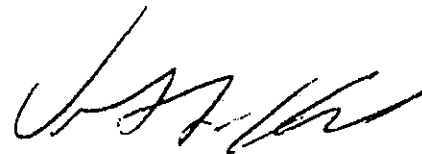
THE ENLARGEMENT FOR A CERTAIN PROPERTY

IN THE

PEEKSKILL SANITARY SEWER DISTRICT

TOWN OF CORTLANDT

MP



Vincent F. Kopicki, P.E.  
Commissioner  
Environmental Facilities

The Town of Cortlandt has petitioned that one (1) property currently not included in the Peekskill Sanitary Sewer District be added to the Peekskill Sanitary Sewer District.

A. The identification of the property not currently within the boundaries of the Peekskill Sanitary Sewer District and to be added is contained in the attached Resolution prepared by the Town Clerk, Town of Cortlandt. Said parcels are not currently in any County Sanitary Sewer District having been removed from the Peekskill Sewer District in 1998 for the 1999 tax year. The property is known as 73 South Hill Road, designated as Section 13.17, Block 2, Lot 21.

**B. EFFECT ON SEWER DISTRICT TAX RATE:**

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2021 tax levy pertinent to the subject property:

Full Value of District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUE</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Cortlandt	\$ 13,840,248	1.53%	\$ 904,591,373
Peekskill	122,499,888	2.83	4,328,617,951
Somers	29,449,911	11.61	253,659,871
Yorktown	53,040,254	2.23	2,378,486,726

Total \$7,865,355,921

(Town of Cortlandt) Total Value of the  
property to be added + 424,837

Total Full Value of District as Amended: \$7,865,780,758

\* represents a 0.0054% increase in the FEV of the District

C. The Surcharge Calculation for the property which is not now in a County Sewer District and is proposed for inclusion in the Peekskill Sanitary Sewer District is as follows:

If: e = added area's share in District equity or surcharge amount;

A = added area's f.e.v., 2021 Rolls

D = District f.e.v., 2021 rolls, before proposed additions

and E = District equity in existing facilities or the total of debt service and advances from district levies to pay the capital costs of those facilities, for the period 1999 through 2020.

Then: 
$$e = \frac{A}{D+A} \times E$$

$$e = \frac{424,837}{7,865,355,921 + 424,837} \times 22,123,575$$

$$e = \frac{424,837}{7,865,780,758} \times 22,123,575$$

$$e = .00005401 \times \$22,123,575$$

$$e = \$1,194.91 \text{ (rounded to } \$1,100.00)$$

and: in each of 10 annual installments, a total surcharge of \$110.00 is to be collected from the added property and credited to the remaining properties of all Municipalities in the District, in each of the ten years.



D. Summary and Recommendations.

The proposed Peekskill Sanitary Sewer District Addition is feasible because:

1. The matter was requested by the Town of Cortlandt.
2. The facilities necessary to connect the property to County facilities (i.e. Gravity Sewers) will be constructed at the total expense of the Town of Cortlandt.
3. Maintenance of the completed facilities will be the responsibility of the Town of Cortlandt but not the Peekskill Sanitary Sewer District.
4. The Peekskill Water Resource Recovery Facility has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the parcels will generate is 400 gallons per day. The Facility and the County Trunk Sewer have sufficient capacity to accommodate this property.
5. The subject expansion will not result in any significant effect on the tax structure of the district.
6. The Territory proposed to be added to the Peekskill Sanitary Sewer District is not now in any County Sewer District and will be required to pay a surcharge over a ten year period.

ACT NO.

- 2021

AN ACT to Modify the Peekskill Sanitary Sewer District by the Addition of One (1) parcel of Property Located in the Town of Cortlandt.

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

**Section 1.** The property known and designated as 73 South Hill Road, Section 13.17, Block 2, Lot 21 ("Returning Parcel") on the assessment map of the Village of Briarcliff Manor is hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Returning Parcel the aggregate sum of One Thousand One Hundred Dollars (\$1,100.00), which amount shall be payable in ten equal annual installments of One Hundred Ten Dollars (\$110.00), and shall be credited to the remaining portion of the District.

§ 3. This Act and the District and assessment areas as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the role on which said tax is levied.

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

§ 5. This Act shall take effect immediately.

ACT NO.

- 2021

AN ACT to Modify the Peekskill Sanitary Sewer District by the Addition of One (1) parcel of Property Located in the Town of Cortlandt.

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

**Section 1.** The property known and designated as 73 South Hill Road, Section 13.17, Block 2, Lot 21 ("Returning Parcel") on the assessment map of the Village of Briarcliff Manor is hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Returning Parcel the aggregate sum of One Thousand One Hundred Dollars (\$1,100.00), which amount shall be payable in ten equal annual installments of One Hundred Ten Dollars (\$110.00), and shall be credited to the remaining portion of the District.

§ 3. This Act and the District and assessment areas as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the role on which said tax is levied.

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

§ 5. This Act shall take effect immediately.

## RESOLUTION NO.     - 2021

**RESOLVED**, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mt. Pleasant, more particularly described by street address and tax map designation as 25 Cecilia Lane, Section 100.13, Block 1, Lot 13, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at     m. on the     day of     , 2021 in the Chambers of the Board of Legislators, 8<sup>th</sup> floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE SAW MILL VALLEY SANITARY SEWER DISTRICT BY THE REMOVAL OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF MT. PLEASANT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE            DAY OF            , 2021 AT            .M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MT. PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED SEPTEMBER 13, 2021, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

25 CECILIA LANE, SECTION 100.13, BLOCK 1, LOT 13

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

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

Dated:            , 2021

White Plains, New York

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Mt. Pleasant (the "Town") has requested, pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 25 Cecilia Lane, Section 100.13, Block 1, Lot 13 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated September 13, 2021 indicates that the proposed removal of the Parcel represents a net decrease of 0.0035% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcel is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District, and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

Your Committee notes that Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators to alter or change the sewer districts. However, the Board of Legislators may only alter or change the districts after a public hearing is held thereon by the Board of Legislators, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Your Committee notes that the removal of the Parcel would constitute an Unlisted Action under Article 8 of the Environmental Conservation Law, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (EAF) and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Based on the above facts, the Feasibility Report prepared by the Department of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said Parcel from the District. It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Dated: November 18, 2021

White Plains, New York

**COMMITTEE ON**

*Rick Walter*

*Rick Walter*

*Rick Walter*

Budget & Appropriations

Public Works & Transportation

Environment & Health



Dated: November 18, 2021  
White Plains, New York

**The following members attended the meeting remotely, pursuant to Chapter 417 of New York State Laws of 2021, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.**

Committee(s) on:

**Environment & Health**






Catherine F. Parker



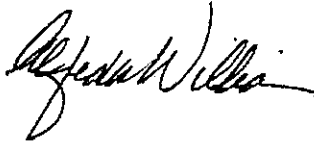
**Budget & Appropriations**



Catherine F. Parker



Margaret A. Conzio







**Public Works & Transportation**



Catherine F. Parker



# FISCAL IMPACT STATEMENT

SUBJECT: 25 Cecilia Lane, Saw Mill SSD, Mt. Pleasant

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: \_\_\_\_\_

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

Describe: None. Parcel is not connected to public sanitary sewer.

Potential Related Operating Budget Revenues: Annual Amount \$ \_\_\_\_\_ -

Describe: Parcel represents 0.0035% of the Full Equalized Value of the Saw Mill SSD

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

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

Next Four Years: \_\_\_\_\_

Prepared by: Marian Pompa, Jr. P.E.

Title: Acting Director of Maintenance

Department: Environmental Facilities

Date: September 13, 2021

Reviewed By: 

Budget Director

Date: 11/15/21



SUSAN MARMOL  
Town Clerk

EXTRACT OF THE MINUTES  
OF THE REGULAR MEETING  
OF THE TOWN BOARD  
TOWN OF MOUNT PLEASANT  
WESTCHESTER COUNTY, NY  
HELD APRIL 27, 2021

REQUEST FOR REMOVAL FROM WESTCHESTER COUNTY SAW MILL  
SANITARY SEWER - RAND & DALE JOSEPH, 25 CECILIA LANE,  
PLEASANTVILLE, NEW YORK, SECTION 100.13, BLOCK 1, LOT 13  
RESOLUTION 185-21

Upon motion of Mrs. Smalley, seconded by Mrs. Zaino and unanimously  
carried, it was

WHEREAS, certain property owners(s) within the County of Westchester Sewer  
District have requested removal of their property from the Westchester County  
Saw Mill Sanitary Sewer District because their property is not serviced by  
sanitary sewers and it is not anticipated that sanitary sewers will be construct  
in this area in the foreseeable future, and

WHEREAS, certain properties are similarly situated,

NOW THEREFORE IT IS RESOLVED: That the County Board of Legislators is  
requested to remove the following parcel and such other parcels as may be  
appropriate from the Westchester County Saw Mill Sanitary Sewer District.

<u>Name</u>	<u>Tax Map</u>	<u>Address</u>
Rand & Dale Joseph	100.13-1-13	25 Cecilia Lane Pleasantville, NY

*Susan Marmol*  
SUSAN MARMOL  
TOWN CLERK  
TOWN OF MOUNT PLEASANT

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

September 13, 2021

FEASIBILITY REPORT  
IN THE MATTER OF

THE REMOVAL OF A CERTAIN PARCEL

IN THE

SAW MILL VALLEY SANITARY SEWER DISTRICT

TOWN OF MOUNT PLEASANT



---

Vincent Kopicki, P.E.

MP

Commissioner  
Environmental Facilities

The Town of Mount Pleasant has petitioned that one (1) property currently included in the Saw Mill Valley Sanitary Sewer District be removed from the Saw Mill Valley Sewer District.

A. The identification of the property presently within the Saw Mill Sewer District and to be removed is contained on the attached Town Resolution of the Town of Mount Pleasant, Request for Removal from the Saw Mill Valley Sanitary Sewer District as prepared by the Mount Pleasant Town Clerk. The Town of Mount Pleasant is petitioning to remove said property from the Saw Mill Valley Sewer District. The property to be removed is known as 25 Cecilia Lane, Section 100.13, Block 1, Lot 13.

**B. EFFECT ON SEWER DISTRICT TAX RATE:**

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2021 levy pertinent to the subject parcels:

Full Value of Saw Mill District			
<u>CITIES/TOWNS</u>	<u>ASSESSED VALUES</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Greenburgh	\$9,520,454,717	100.00%	\$9,520,454,717
-Mt. Pleasant-			
All except-			
(Briarcliff Manor)	\$153,434,898	1.37%	\$11,199,627,591
Mt. Pleasant-			
Briarcliff Manor	\$ 2,663,697	1.37%	\$ 194,430,438
New Castle	\$283,114,924	19.06%	\$1,485,387,849
-Ossining-			
All Except			
(Briarcliff Manor)	\$111,165,900	100.00%	\$ 111,165,900
Ossining-			
Briarcliff Manor	\$988,726,190	100.00%	\$ 988,726,190
Yonkers	\$ 84,745,132	2.14%	\$3,148,129,020
TOTAL:			\$27,459,845,582
(TOWN OF MOUNT PLEASANT) Total Value Removed:			<u>(-948,905)</u>
TOTAL FULL VALUE OF DISTRICT AS AMENDED:			\$27,458,896,677*

\*Represents a 0.0035% decrease in the FEV of the District

C. Summary and Recommendations

The proposal to remove a certain parcel in the Saw Mill Valley Sanitary Sewer Districts is feasible because:

1. The proposed change was requested by the Town of Mount Pleasant.
2. The subject change requires no engineering modifications to the district facilities and there is no impact on the County facilities because this parcel was never connected to the sewerage system.
3. The subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town of Mount Pleasant.
4. The subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities.
5. The subject parcel once removed from the district will be required to petition the County to re-enter the district. The County is not obligated to reserve any capacity for this parcel once it has been removed.
6. The subject parcel was reviewed by the Westchester County Health Department.

FileName: FEAS\_25\_Cecilia\_Lane.docx

**RESOLUTION NO -2021**

**WHEREAS**, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the "District") by removing one (1) parcel of property in the Town of Mount Pleasant, which parcel is not currently connected to the County sewer system; and

**WHEREAS**, this Honorable Board has determined that the proposed removal would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act ("SEQRA"); and

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

**WHEREAS**, the County of Westchester is the only involved agency for this action and, therefore, is assuming the role of Lead Agency; and

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

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

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

**RESOLVED**, that based upon this Honorable Board's review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that


there will be no significant adverse impact on the environment from the removal of this one (1) parcel of property from the Saw Mill Valley Sanitary Sewer District; and be it further

**RESOLVED**, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA; and to immediately transmit same to the Acting Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.



TO: Vincent Kopicki, P.E., Commissioner  
Department of Environmental Facilities

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

DATE: October 26, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR SAW MILL VALLEY  
SANITARY SEWER DISTRICT MODIFICATION – REMOVAL OF  
25 CECILIA LANE, TOWN OF MOUNT PLEASANT**

---

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of a parcel from the sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

Please contact me if you require any additional information regarding these documents.

DSK/cnm  
Att.

cc: Joan McDonald, Director of Operations  
Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Norma Drummond, Commissioner  
Jeffrey Goldman, Senior Assistant County Attorney  
Marian Pompa, Director of Maintenance, Department of Environmental Facilities  
Claudia Maxwell, Associate Environmental Planner

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

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

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

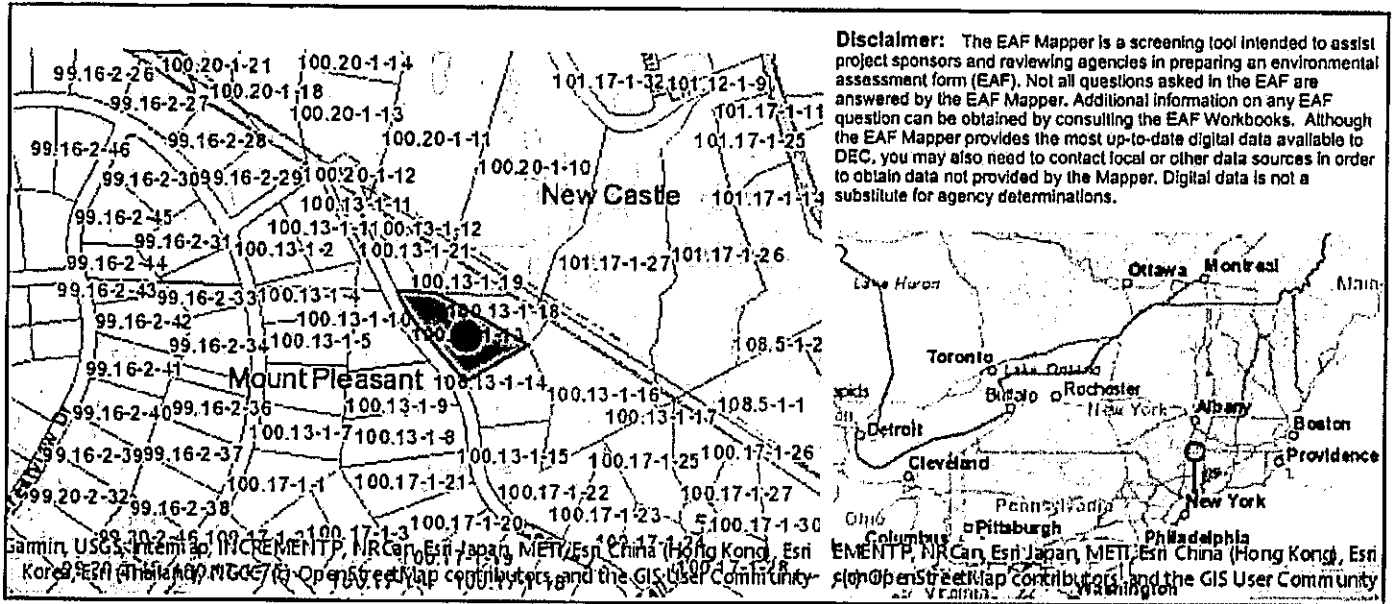
Part 1 – Project and Sponsor Information			
Name of Action or Project: Saw Mill Valley Sanitary Sewer District - Removal of One Parcel			
Project Location (describe, and attach a location map): 25 Cecilia Lane (Tax Map ID: 100.13- 1-13), Pleasantville (Town of Mount Pleasant), Westchester County, New York			
Brief Description of Proposed Action: Removal of one parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel is not serviced by sanitary sewers and the Town does not anticipate that sanitary sewers would be constructed in this area in the foreseeable future. The parcel is approximately 1.4 acre in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestergov.com	
Address: 148 Marline Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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



# EAF Mapper Summary Report

Tuesday, October 19, 2021 5:30 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:	Saw Mill SSD - 25 Cecilia La, MTP
Date:	October 2021

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

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

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

<b>PRINT FORM</b>
-------------------

Project: Saw Mill SSD 25 Cecilia La, MTP

Date: October 2021

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

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

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving nor is anticipated to receive district services. The parcel is more than an acre in size and already developed with a single-family residence that is served by a functioning on-site septic system. The County Health Department has no record of septic problems or failures occurring at this site, which may otherwise warrant inclusion in the district. Additionally, the property is located in the Town's R-40 One Family Residential zoning district; as such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 400 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	
Print or Type Name of Responsible Officer in Lead Agency	Clerk of the Board of Legislators
	Title of Responsible Officer
	<i>Darkusge</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

ACT NO. - 2021

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of One (1) Parcel of Property located in the Town of Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 25 Cecilia Lane, Section 100.13, Block 1, Lot 13 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such roles shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. This Act shall take effect immediately.



**RESOLUTION NO -2021**

**WHEREAS**, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the "District") by removing one (1) parcel of property in the Town of Mount Pleasant, which parcel is not currently connected to the County sewer system; and

**WHEREAS**, this Honorable Board has determined that the proposed removal would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act ("SEQRA"); and

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

**WHEREAS**, the County of Westchester is the only involved agency for this action and, therefore, is assuming the role of Lead Agency; and

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

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

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


**RESOLVED**, that based upon this Honorable Board's review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that

there will be no significant adverse impact on the environment from the removal of this one (1) parcel of property from the Saw Mill Valley Sanitary Sewer District; and be it further

**RESOLVED**, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA; and to immediately transmit same to the Acting Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.

TO: Vincent Kopicki, P.E., Commissioner  
Department of Environmental Facilities

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

DATE: October 26, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR SAW MILL VALLEY  
SANITARY SEWER DISTRICT MODIFICATION – REMOVAL OF  
25 CECILIA LANE, TOWN OF MOUNT PLEASANT**

---

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of a parcel from the sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

Please contact me if you require any additional information regarding these documents.

DSK/cnm  
Att.

cc: Joan McDonald, Director of Operations  
Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Norma Drummond, Commissioner  
Jeffrey Goldman, Senior Assistant County Attorney  
Marian Pompa, Director of Maintenance, Department of Environmental Facilities  
Claudia Maxwell, Associate Environmental Planner

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

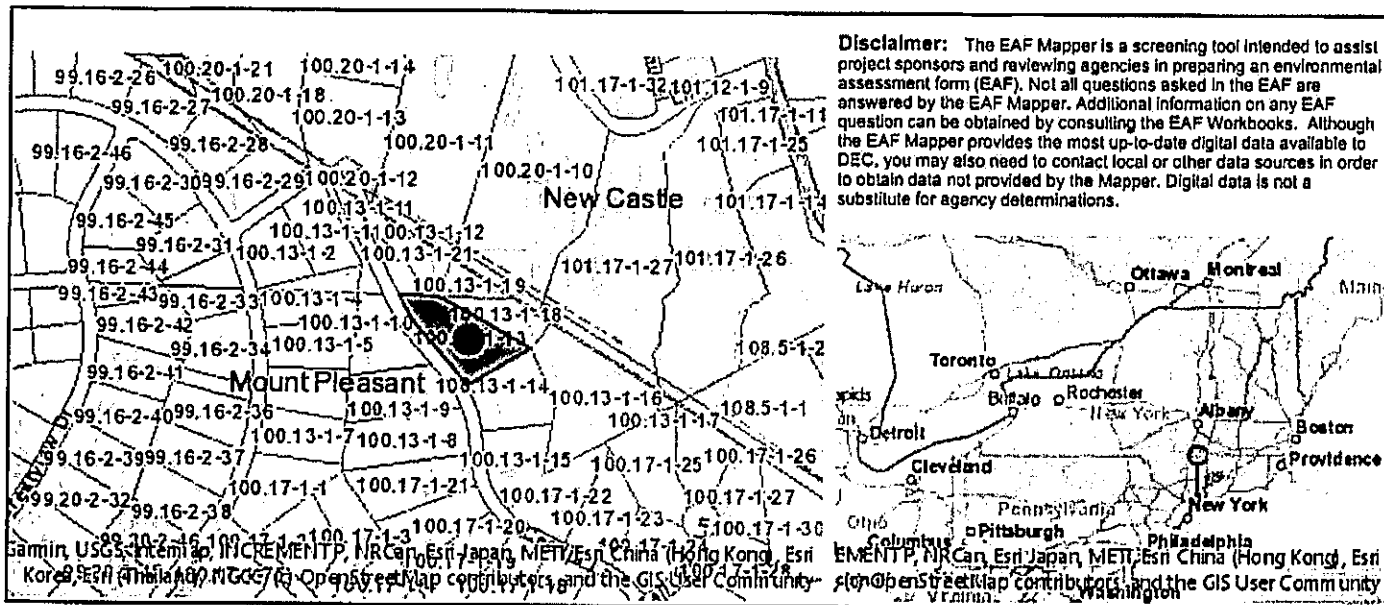
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project: Saw Mill Valley Sanitary Sewer District - Removal of One Parcel				
Project Location (describe, and attach a location map): 25 Cecilia Lane (Tax Map ID: 100.13- 1-13), Pleasantville (Town of Mount Pleasant), Westchester County, New York				
Brief Description of Proposed Action: Removal of one parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel is not serviced by sanitary sewers and the Town does not anticipate that sanitary sewers would be constructed in this area in the foreseeable future. The parcel is approximately 1.4 acre in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.				
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestergov.com		
Address: 148 Martine Avenue				
City/PO: White Plains		State: NY	Zip Code: 10601	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland				

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





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project: Saw Mill SSD - 25 Cecilia La, MTP

Date: October 2021

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

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

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

**PRINT FORM**



Project: Saw Mill SSD 25 Cecilia La, MTP  
 Date: October 2021

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

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

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving nor is anticipated to receive district services. The parcel is more than an acre in size and already developed with a single-family residence that is served by a functioning on-site septic system. The County Health Department has no record of septic problems or failures occurring at this site, which may otherwise warrant inclusion in the district. Additionally, the property is located in the Town's R-40 One Family Residential zoning district; as such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 400 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
County of Westchester	
_____	_____
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Board of Legislators
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	<i>Dan K. W. [Signature]</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

ACT NO. - 2021

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of One (1) Parcel of Property located in the Town of Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 25 Cecilia Lane, Section 100.13, Block 1, Lot 13 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. This Act shall take effect immediately.