

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Monday, November 27, 2023

10:00 AM

Committee Room

CALL TO ORDER

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

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

Board of Elections Presentation on the 2024 Operating Budget

Guests:

Commissioner Tajian Nelson and Commissioner Douglas Colety

1. [2023-500](#) **ACT - County Act to Digitize Records**

AN ACT designating all digitally created or digitally converted records filed in the Office of the County Clerk as the official copies of the records that shall be maintained in digital format for the legally prescribed retention period pursuant to New York State and Local Law.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guest: Westchester County Clerk
County Clerk Tim Idoni

2. [2023-441](#) **BOND ACT(Amended)-BPL36-Valhalla Complex Site Improvements**

A BOND ACT (Amended) authorizing the issuance of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL36 - Valhalla Complex Site Improvements.

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

Joint with PWT.

Guests: Planning Department

Assistant Commissioner David Kvinge

Principal Planner for Urban Design Suzette Lopane

3. [2023-491](#) **IMA - City of Mt. Vernon Summer Basketball Program - 2023**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for a summer basketball program for the period July 13, 2023 through August 14, 2023 for a total amount not to exceed TWENTY SEVEN THOUSAND, EIGHT HUNDRED SEVEN (\$27,807) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH

Joint with S&Y.

4. [2023-516](#) **IMA - City of Mount Vernon Educational and Recreational Programs**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon for the period January 1, 2023 through December 31, 2023 for a total amount not to exceed TWENTY-FIVE THOUSAND (\$25,000) DOLLARS.

B&A Only.

5. [2023-504](#) **ACT-Mortgage Tax Receipts-4-1-23 through 9-30-23**

AN ACT to authorize the Commissioner of the Westchester County Department of Finance to pay mortgage tax receipts to cities, towns and villages.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guests: Finance Department

Commissioner Karin Hablow

Deputy Commissioner Cesar Vargas

Deputy Commissioner Mario Arena

6. [2023-489](#) **ACT - Compromise of Claim - "B.J."**

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a County employee "B.J." from a settlement of his legal action against a third-party tortfeasor.

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

Joint with LMC.

Guest: Law Department

Associate County Attorney Sean Carey

7. [2023-498](#) **ACT - Lawsuit Settlement of Yonkers Contracting v. County of Westchester**

AN ACT authorizing the County Attorney to settle the lawsuit of Yonkers Contracting v. County of Westchester in the amount of TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS.

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

Joint with LMC.

Guest: Law Department

County Attorney John Nonna

Ira Schulman-Sheppard Mullin

8. [2023-507](#) **ACT - Enter into Agreement with Jackson Lewis P.C. to serve in an "of counsel" to the County Attorney**

AN ACT authorizing the County to retain, at County expense, the law firm of Jackson Lewis P.C. to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the provision of legal advice and counsel regarding labor, employment and benefits law.

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

Joint with LMC.

Guest: Law Department

County Attorney John Nonna

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



WESTCHESTER COUNTY CLERK

Timothy C. Idoni
County Clerk

October 26, 2023

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

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt "AN ACT designating all digitally created or digitally converted records filed in the Office of the Westchester County Clerk as the official copies of the records that shall be maintained in digital format for the legally prescribed retention period pursuant to New York State and Local Law."

The proposed legislation will enable the County Chief Information Officer, who is the County Records Management Officer pursuant to Chapter 631 the Laws of Westchester County, and the County Clerk to maintain certain official records in a digital format, without preserving paper copies. Specifically, pursuant to New York State County Law § 525, the Westchester County Clerk is charged with the care, custody, and control of certain public records, including Supreme and County court records in the County. Currently, my Office has been maintaining Supreme and County court records and instruments affecting real property in digital format. However, numerous documents, other than court and real property documents, are filed in the Office of the County Clerk, including but not limited to, business certificates, building loan agreements, domestic partnership documents, oaths of office, and liens in paper form. While I have been proactive in converting hard-copy documents into a digital format, paper copies are also retained, which results in the redundant storage of documents, incurring additional costs and utilizing physical space in the office of the County Clerk and the County Records Center.

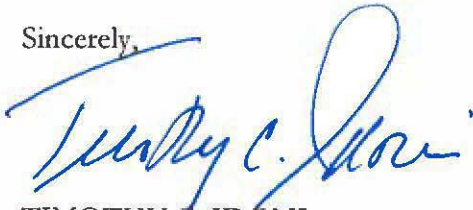
This Act will also provide relief from environmental conditions, such as temperature, humidity, and flooding, which pose a threat to the integrity of the records maintained by the County, as well as promoting paper reduction. Further, this Act would allow easier accessibility to documents, promoting efficiency and productivity in finding and sharing documents. As such, this Act would deem non-digital records that are copies of digital records as convenience copies, which can be disposed of when no longer needed for reference or other administrative purposes.

The transition to digital recordkeeping is supported by statutory, legal, and regulatory requirements. The New York State Office of Court Administration has already authorized the County Clerk, as clerk

of the Supreme and County courts of Westchester County, to maintain court records in electronic format as the official court records. Moreover, the New York State Real Property Law §291-i authorizes the recording of an instrument affecting real property in a digitized or other electronic format as an original document. Such court and land records are currently maintained in an application or database system under the management and control of the County Department of Information Technology. Furthermore, the New York State Arts and Cultural Affairs Law § 57.29 permits records in Westchester County to be converted and maintained in a digital format and retained for the legally prescribed period in adherence with the guidelines for retention and preservation of electronic records set forth in Part 185.8 of the Regulations of the Commissioner of Education of the State of New York.

In light of the aforementioned, I respectfully urge that this Honorable Board adopt the proposed Act to designate all digitally created or digitally converted records filed in the Office of the County Clerk as the official copies of the records that shall be maintained in digital format for the legally prescribed retention period of the records.

Sincerely,



TIMOTHY C. IDONI
County Clerk

TI/nn
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of “AN ACT designating all digitally created or digitally converted records filed in the Office of the Westchester County Clerk as the official copies of the records that shall be maintained in digital format for the legally prescribed retention period pursuant to New York State and Local Law.”

Your Committee is informed that the proposed Act would enable the County Chief Information Officer, who is the County Records Management Officer pursuant to Chapter 631 of the Laws of Westchester County, and the County Clerk to maintain certain official records in a digital format, without preserving paper copies. Specifically, pursuant to New York State County Law § 525, the County Clerk is charged with the care, custody, and control of certain public records, including Supreme and County court records in Westchester County. Currently, the County Clerk has been maintaining Supreme and County court records and instruments affecting real property in digital format. However, numerous documents, other than court and real property documents, are filed in the Office of the County Clerk, including but not limited to, business certificates, building loan agreements, domestic partnership documents, oaths of office, and liens in paper form. While the County Clerk has been proactive in converting hard-copy documents into a digital format, paper copies are also retained, which results in the redundant storage of documents, incurring additional costs and utilizing physical space in the office of the County Clerk and the County Records Center.

Your Committee recognizes that passing this Act will provide the County with additional space in the Records Center, as well as relief from environmental conditions – such as temperature, humidity, and flooding – which pose a threat to the integrity of the records maintained by the County. Further, designation of records in digital format as official records promotes the economical operation

of government in ensuring accessibility to documents, promoting efficiency and productivity in finding and sharing documents, paper reduction, and improving information management in the use, storage, and delivery of the information. As such, this Act deems non-digital records which are copies of digital records as convenience copies, which can be disposed of when no longer needed for reference or other administrative purposes.

Your Committee finds that the transition to digital recordkeeping is supported by statutory, legal, and regulatory requirements. The New York State Office of Court Administration has already authorized the County Clerk, as clerk of the Supreme and County courts of Westchester County, to maintain court records in electronic format as the official court records. Moreover, the New York State Real Property Law § 291-i authorizes the recording of an instrument affecting real property in a digitized or other electronic format as an original document. Such court and land records are currently maintained in an application or database system under the management and control of the County Department of Information Technology. Furthermore, the New York State Arts and Cultural Affairs Law § 57.29 permits records in Westchester County to be converted and maintained in a digital format and retained for the legally prescribed period in adherence with the guidelines for retention and preservation of electronic records set forth in Part 185.8 of the Regulations of the Commissioner of Education of the State of New York.

Additionally, and as you know, your Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations 6 NYCRR Part 617. Please refer to

the memorandum from the Department of Planning, dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

The Committee, after careful consideration, recommends the adoption of this Act.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

ACT NO. ____ - 2023

AN ACT designating all digitally created or digitally converted records filed in the Office of the County Clerk as the official copies of the records that shall be maintained in digital format for the legally prescribed retention period pursuant to New York State and Local Law

Be it enacted by the Board of Legislators of the County of Westchester, as follows:

§ 1. All digitally created or digitally converted records filed in the Office of the County Clerk are hereby designated and deemed to be the official copy of record and shall be maintained in digital format for the legally prescribed retention period of the records pursuant to Chapter 631 of the Laws of Westchester County, the New York State Arts and Cultural Affairs Law section 57.29, Part 185.8 of the Regulations of the Commissioner of Education of the State of New York, and all related standards and regulations set forth by the Commissioner of Education for the State of New York.

§ 2. The Chief Information Officer and the County Clerk are hereby authorized to maintain official records in a digital format. This designation also permits the disposal of non-digital records after they have been digitally converted if they are no longer needed for reference or other administrative purposes.

§ 3. All copies of records in other non-digital formats, including paper, currently in the custody of the Office of the County Clerk, the Chief Information Officer on behalf of the County Clerk, and/or the County's Records Center on behalf of the County Clerk may be converted to a digital format that accurately and completely reproduces all the information contained in the record. The Chief Information Officer or the County Clerk, may then allow for the disposal of the original record even though it has not completely met the prescribed minimum legal retention period, provided that the process for reproduction and the provisions made for preserving and examining the digital copy meet the requirements established by New York State and Local Law.

§ 4. All copies of digital records in other non-digital formats, including paper, shall be deemed convenience copies, which can be disposed of when no longer needed for reference or other administrative purposes in accordance with New York State and Local Law.

§ 5. Effective date. This Act shall take effect immediately.



George Latimer
County Executive

October 11, 2023

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 an amended bond act ("Amended Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester ("County") to issue additional bonds to finance the following capital project:

BPL36 – Valhalla Complex Site Improvements ("BPL36").

The Amended Bond Act, in the total amount of \$1,800,000, which includes \$1,000,000 in previously authorized bonds of the County, would finance the cost of design, construction management and construction of signage and wayfinding improvements at the County's Valhalla Complex.

The Department of Planning ("Department") has advised that BPL36 provides for improvements to the Valhalla Complex, which is also known as the Grasslands Campus, to include the design and installation of gateway monuments and wayfinding signage. Additional funds are required for signage fabrication and installation due to inflation.

Design is currently being undertaken by a consultant and is expected to be completed by the first quarter of 2024. It is estimated that construction will take six to twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for BPL36 as indicated in the annexed fact sheet and as follows: Bond Act No. 217-2021 authorized the County to issue \$1,000,000 to finance design, construction management and construction of signage and wayfinding improvements at the Valhalla Complex. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 217-2023 be amended to increase the amount authorized by \$800,000, for a total authorized amount, as amended, of \$1,800,000.: Bond Act No. 217-2021 authorized the County to issue \$1,000,000 to finance design, construction management and construction of signage and wayfinding improvements at the Valhalla Complex. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 217-2023 be amended to increase the amount authorized by \$800,000, for a total authorized amount, as amended, of \$1,800,000.

Office of the County Executive

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

Telephone: (914) 995-2900 E-mail: ceo@westchestercountyny.gov

The Department has advised that based on its review, BPL36 may be classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. 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 Amended 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 transmission from the County Executive recommending approval by the County of Westchester (“County”) of an amended bond act (“Amended Bond Act”) which, if adopted, will authorize the County to issue up to \$800,000 in additional bonds of the County to finance capital project BPL36 – Valhalla Complex Site Improvements (“BPL36”).

The Amended Bond Act in the total amount of \$1,800,000 was prepared by the law firm Hawkins, Delafield & Wood and includes \$1,000,000 in previously authorized bonds of the County. The Amended Bond Act would finance the cost of design, construction management and construction of signage and wayfinding improvements at the County’s Valhalla Complex.

The Department of Planning (“Department”) has advised that BPL36 provides for improvements to the Valhalla Complex, which is also known as the Grasslands Campus, to include the design and installation of gateway monuments and wayfinding signage. Additional funds are required for signage fabrication and installation due to inflation.

Design is currently being undertaken by a consultant and is expected to be completed by the first quarter of 2024. It is estimated that construction will take six to twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for BPL36 as indicated in the annexed fact sheet and as follows: Bond Act No. 217-2021 authorized the County to issue \$1,000,000 to finance design, construction management and construction of signage and wayfinding improvements at the Valhalla Complex. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 217-2021 be amended to increase the amount authorized by \$800,000, for a total authorized amount, as amended, of \$1,800,000.

The Department has advised your Committee that based on its review, BPL36 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. 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 Amended Bond Act.

Dated: _____, 20____.
White Plains, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL36

☐ 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 \$ 1,800,000 PPU 5 Anticipated Interest Rate 3.61%

Anticipated Annual Cost (Principal and Interest): \$ 405,282

Total Debt Service (Annual Cost x Term): \$ 2,026,410

Finance Department: Interest rates from October 4, 2023 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: 20

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget


Date: 10/4/23

Reviewed By: 

Budget Director

Date: 10/6/23

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

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

DATE: September 1, 2023

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL36 VALHALLA COMPLEX SITE IMPROVEMENTS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08-30-2023 (Unique ID: 2361)

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

- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.
- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/sed

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED DECEMBER 7, 2021, IN RELATION TO THE CONSTRUCTION OF SIGNAGE AND WAYFINDING IMPROVEMENTS AT THE VALHALLA COMPLEX, AT THE MAXIMUM ESTIMATED COST OF \$1,800,000. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$1,000,000 bonds to finance the construction of signage and wayfinding improvements at the Valhalla Complex, pursuant to Act No. 217-2021 duly adopted on December 7, 2021; and

WHEREAS, it has now been determined that additional funds are needed for such purposes;

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 (A). The bond act duly adopted by this Board on December 7, 2021, entitled:

“ACT NO. 217-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF SIGNAGE AND WAYFINDING IMPROVEMENTS AT THE VALHALLA COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF

IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF SIGNAGE AND WAYFINDING IMPROVEMENTS AT THE VALHALLA COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$1,800,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the design, construction management and construction of signage and wayfinding improvements at the Valhalla Complex, all as set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The

estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,800,000. The plan of financing includes the issuance of \$1,800,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which the \$1,800,000 bonds authorized by section 1 of this Act are to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,800,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,800,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for

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

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

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

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

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

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

Section 8. This Act shall take effect not earlier than January 1, 2022 and in accordance with Section 107.71 of the Westchester County Charter.

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 7, 2021 and amended on _____, 20____ and approved, as amended, 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 amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF SIGNAGE AND WAYFINDING IMPROVEMENTS AT THE VALHALLA COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 7, 2021 and amended on October 5, 2020 and further amended on _____, 20_____)

object or purpose: to finance the cost of the design, construction management and construction of signage and wayfinding improvements at the Valhalla Complex, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$1,800,000; five (5) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* BPL36	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-22-2023
Fact Sheet Year:* 2023	Project Title:* VALHALLA COMPLEX SITE IMPROVEMENTS	Legislative District ID: 3,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2361

Overall Project Description

This project will fund improvement to the Valhalla Complex to include the design and installation of gateway monuments and wayfinding signage. This project will also include campus-wide improvements such as landscaping, trailway, sidewalk, and pedestrian/bicycle improvements.

- | | | |
|---|--|--|
| <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 checked="" type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	2,250	1,250	1,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,250	1,250	1,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 170

Current Bond Description: Additional funds are needed for the signage fabrication and installation due to inflation.

Financing Plan for Current Request:

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

SEQR Classification:

TYPE II

Amount Requested:

800,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,250,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR SIGNAGE AND WAYFINDING. ALSO INCLUDES DESIGN FOR A COMPREHENSIVE SITE IMPROVEMENT PLAN
2023	1,000,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

2,250,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	219	250,000		0 VALHALLA COMPLEX SITE IMPROVEMENTS
21	217	1,000,000		0 VALHALLA COMPLEX SITE IMPROVEMENTS

Total Financing History:

1,250,000

Recommended By:**Department of Planning**
MLLL**Date**
08-30-2023**Department of Public Works**
RJB4**Date**
08-30-2023**Budget Department**
DEV9**Date**
08-31-2023**Requesting Department**
MLLL**Date**
09-03-2023

VALHALLA COMPLEX SITE IMPROVEMENTS (BPL36)

User Department : Planning

Managing Department(s) : Planning ;

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	2023	2024	2025	2026	2027	Under Review
Gross	2,250	1,250	170	1,000					
Non County Share									
Total	2,250	1,250	170	1,000					

Project Description

This project will fund improvement to the Valhalla Complex to include the design and installation of gateway monuments and wayfinding signage. This project will also include campus-wide improvements such as landscaping, trailway, sidewalk, and pedestrian/bicycle improvements.

2022: \$1,250,000 \$1m for design, construction management and construction of signage and wayfinding improvements. \$250,000 for design of a comprehensive site improvement study.

2023: \$1,000,000 for site improvement construction and construction management.

Current Year Description

The current year request funds construction and construction management.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2023	1,000,000			1,000,000

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
2022	1,250,000	Design, construction and construction management for signage and wayfinding. Also includes design for a comprehensive site improvement plan	DESIGN
Total	1,250,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,250,000		1,250,000
Total	1,250,000		1,250,000

VALHALLA COMPLEX SITE IMPROVEMENTS (BPL36)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
217	21	1,000,000			1,000,000
219	21	250,000			250,000
Total		1,250,000			1,250,000

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

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “City”), for a summer basketball program (the “Program”). The Program operated five (5) days per week during the period July 13, 2023 through August 14, 2023. The Program was held in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays from 10:00 a.m.–5:00 p.m. The Program had availability of a maximum of ninety (90) registered participants, ages 8 - 17 for each week of the Program. The head basketball coach at Mount Vernon High School and his staff directed basketball skills and drills. In addition to helping participants develop basketball skills, the Program taught participants “life skills”. Each week a speaker presented and discussed a different life skill topic to the participants. All participants received lunch and a tee shirt. The County will pay the City a total amount not to exceed Twenty-Seven Thousand, Eight Hundred and Seven (\$27,807.00) Dollars, payable within thirty (30) days after submission by the Municipality of an invoice, pursuant to an approved budget.

The purpose of the Program is to enhance the athletic and social skills of participants while providing a safe environment with quality basketball instruction. All participants were given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who showed the most improvement are encouraged to participate in the City’s Saturday youth summer basketball league.

It was advised that in previous years of the Program that eighty-five (85%) percent of the participants learned the game of basketball, including shot making, movement and overall comprehension; fifty (50%) percent were motivated to continue in additional basketball programs, and

seventy-five (75%) percent increased their motor skills and agility, as well as their ability to work in a team setting. The City's Director of Athletics and Program Services and assigned administrative staff were tasked with monitoring the program and site visits.

The City will submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors were required to prepare an "evaluation report" including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

The goal of the Program is to provide constructive activities while providing quality basketball instruction for youth who desire to become better basketball players. The Program is a healthy alternative to delinquent behavior and discourages possible gang involvement and drug abuse. It also keeps the participants physically fit in an effort to combat the effects of obesity.

Your Committee has determined that there is a clear and overwhelming need for youth services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities for youth. Your Committee has determined that the Program helps achieve these objectives.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

this proposed Act authorizing the IMA and recommends its approval.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

C/MB/10/27/23

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt Vernon 2023

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	GENERAL FUND
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☐ AIRPORT FUND

<input type="checkbox"/>	SPECIAL DISTRICTS FUND
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SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	27,807
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Total Current Year Revenue	\$	-
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-2508-5100

[illegible]

Describe:

Potential Related Operating Budget Revenues:	Annual Amount
--	---------------

Describe:

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

Current Year: _____

Next Four Years:

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: October 27, 2023

Reviewed By: *[Signature]*

Budget Director

Date: 10/27/23

ACT NO. 2023-__

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for a summer basketball program for the period July 13, 2023 through August 14, 2023 for a total amount not to exceed \$27,807.00.

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

follows:

Section 1. The County of Westchester ("County"), is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), for a summer basketball program (the "Program"). The Program ran from July 13, 2023 through August 14, 2023 in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays from 10:00 a.m.–5:00 p.m. The Program had availability of a maximum of ninety (90) registered participants, ages 8 - 17 for each week of the Program. The Program taught youth basketball skills as well as "life skills" that can be applied to their everyday lives. The County will pay the City a total amount not to exceed Twenty-Seven Thousand, Eight Hundred Seven (\$27,807.00) Dollars, payable within thirty (30) days after submission by the Municipality of an invoice, pursuant to an approved budget.

§2. The City shall submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors were required to prepare an "evaluation report" including an assessment of strengths, weaknesses and/or comments, the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

§3. The Chair of the Board of Legislators or his/her duly authorized designee ("Chair") is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT made the day of , 2023 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, (hereafter the “County”),

and

THE CITY OF MOUNT VERNON, a New York municipal corporation of the State of New York, having an office and principal place of business at City Hall, 1 Roosevelt Plaza, Mount Vernon, New York, 10550, (hereafter the “Municipality”).

FIRST: The Municipality, acting by and through its Recreation Department, shall provide a summer basketball program (the “Program”) for a maximum of ninety (90) registered participants ages 8-17, for each week of the Program, which operated five (5) days per week Monday through Friday from 10:00 a.m.-5:00 p.m. for the period July 13, 2023 through August 14, 2023, as more particularly described in Schedule “A” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence retroactively on January 1, 2023, and shall terminate on December 31, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the County will pay the Municipality a total amount not to exceed Twenty-Seven Thousand, Eight Hundred and Seven (\$27,807.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "B". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this

Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his/her duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement. At the conclusion of the Work, the Municipality will submit to the Chair a written program evaluation report using the criteria set forth in Schedule "A" attached hereto and made a part hereof. Evaluations will be based on the extent to which objectives of the program were accomplished. At the end of the term of this Agreement, the Program supervisors will write an "evaluation report" including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers and topics, and other pertinent information. In addition, the supervisors will administer pre and post tests to measure participants' progress and to determine the number of children in each category.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in his/her discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall

retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SIXTH: (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, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. 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 Chair, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination 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 Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, 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.

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

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with

the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chairman a letter signed by the mayor of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

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

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: 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 delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), 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: Chair
 Westchester County Board of Legislators

Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

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

To the Municipality: City of Mount Vernon
City Hall
1 Roosevelt Plaza
Mount Vernon, New York 10550

FOURTEENTH: 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.

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

SIXTEENTH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other Municipalities on an “as needed” basis.

SEVENTEENTH: 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.

EIGHTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

NINETEENTH: 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.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK / SIGNATURE PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Honorable Vedat Gashi
Title: Chair, Westchester County Board of Legislators

THE CITY OF MOUNT VERNON

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. ____-2023 duly adopted on the _____ day of _____, 2023.

Approved:

Assistant County Attorney
County of Westchester
k/bara/bol/IMA City of Mt. Vernon Summer Basketball CON131997

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the
(Law under which organized, e.g., the New York Village Law)

named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its Board of Supervisors/Trustees, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2023 before me, the undersigned, a Notary
Public in and for said State, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an official of said municipal corporation; that he/she is duly authorized to execute said
certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto
pursuant to such authority.

Notary Public
Date

SCHEDULE “A”

SCOPE OF WORK

The Municipality will provide a summer basketball program (the “Program”) for a maximum of ninety (90) registered participants ages 8-17, for each week of the Program, which operated five (5) days per week Monday through Friday from 10:00 a.m.-5:00 p.m. for the period July 13, 2023 through August 14, 2023,

The Program was held in the Mount Vernon High School gymnasium and operated Monday through Friday from 10:00 a.m.-5:00 p.m., offered in weekly sessions. Basketball skills and drills were directed by the head basketball coach at Mount Vernon High School and his staff. In addition to helping youth develop basketball skills, the Program also taught “life skills”. Each week a speaker will presented and discussed a different life skill topic to the participants. All participants received lunch and a tee shirt.

The purpose of the Program is to enhance the athletic and social skills of the participants while providing a safe environment with quality basketball instruction. All participants were given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who showed the most improvement will be encouraged to participate in the City’s Saturday youth summer basketball league.

Municipality has advised that eighty-five (85%) percent of the participants would learn the game of basketball, including shot-making, movement and overall comprehension; fifty (50%) percent would be motivated to continue in additional basketball programs; and seventy-five (75%) percent would increase their motor skills and agility, as well as their ability to work in a team setting. Monitoring will include site visits by the City’s Director of Athletics and Program Services and assigned administrative staff.

The City will submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors will prepare an “evaluation report” including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

The goal of the Program is to provide constructive activities while providing quality basketball instruction for youth who desire to become better basketball players. The Program is a healthy alternative to delinquent behavior and discourages possible gang involvement and drug abuse. It also keeps the participants physically fit in an effort to combat the effects of obesity.

SCHEDULE "B"

BUDGET

SALARIES AND WAGES:

Director (1) @ \$30/hr x 5 hrs/day x 5 days/wk @ 6 weeks	\$ 4,500.00
Assistant Director (2) @ 18/hr x 4 hrs/day x 5 days/wk @ 6 weeks	\$ 4,320.00
Rec Specialist (8) @ \$16/hr x 4 hrs/day x 5 days x 6 weeks	\$ 15,360.00

TOTAL SALARIES **\$ 24,180.00**

FRINGE BENEFITS:

FICA @7.65%	\$ 1,850.00
Workers' Compensation @ 2.88%	\$ 696.00
Liability Insurance @ 1.42%	\$ 343.00

TOTAL FRINGE BENEFITS **\$ 2,889.00**

TOTAL SALARY AND FRINGE: **\$ 27,069.00**

MISCELLANEOUS EXPENSES:

Equipment (basketballs, nets, whistles, awards, etc.)	\$ 100.00
Speaker	\$ 100.00
T shirts	\$ 538.00

TOTAL MISCELLANEOUS EXPENSES: **\$ 738.00**

TOTAL OPERATING BUDGET: **\$ 27,807.00**

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Municipality)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

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

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

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

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

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

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

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

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

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

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.

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.

HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “City”), acting by and through its Recreation Department, in which the City shall provide various educational and recreational programs (the “Programs”) that will benefit youth, senior citizens, and community members of Mount Vernon. Specifically, the Municipality shall provide the following programs and events: (1) “My Mount Vernon” Program, (2) “Picture Perfect Afterschool” Program, (3) “Boxing” Program, (4) “Senior & Youth Exercise” Program, (5) “Community Computer Center” Program, (6) “Buddy White Back2School” event.

“My Mount Vernon” Program is a component of the Municipality’s Youth Mentor Program. This program is designed to instill community and civic mindfulness. Youth participants will learn basic to intermediate skills in photography, photography editing, videography and videography editing, storyboard and print based production based on positive images of the participant’s community and surroundings. The Program’s structure provides a holistic approach to exemplifying pride in the participants’ environment and a sense of belonging, and in the historical and current legacy of the City of Mount Vernon.

“Picture Perfect After School” Program is an afterschool program for students in grades 6th-12 where participants will learn the basic to intermediate skills of photographs and video editing. Participants will create photographs and video montages of Public Service Announcements that discuss the reduction of at-risk behavior amongst participants’ peers. Participants will conduct short interviews of local dignitaries and heroes. Additionally, participants will have the opportunity to create “media blasts” highlighting events and programs designed for youth. Participants will also have the opportunity to engage in intergenerational projects with the Office of Aging Seniors.

The “Boxing” program is an afterschool program for youth where youth will train and learn about the art of Boxing. The Boxing Program includes opportunities for youth participants to physically train and also engage in classroom instruction where participants will learn about boxing techniques by watching film of themselves and others boxing. This “Boxing Program” also provides an opportunity for students with special needs enrolled in the Rose Simon Program to participate twice a week.

The “Senior & Youth Exercise” program allows for citizens of all demographics to have a space where participants can engage in light to moderate exercise, including treadmills, elliptical machines, stationary bike machines, and light weights.

The Community Computer Center” is a computer center open to all citizens that allows citizens to have a space where participants have access to computer and internet access through Wi-Fi. The Center also supports the Municipality’s Senior Tech Help Center and the Municipality’s Afterschool Homework and Tutoring Program.

Lastly, the City organized an event “Buddy White Back2School Event”, which was a community wide event that included a backpack and school supplies give away. Over 1,100 backpacks were distributed. The event was also supported by other community based organizations such as Colgate, Mount Vernon Fire Department, Mount Vernon Police Department, SNUG program, Family Services of Westchester.

The County will pay the City a total amount not to exceed Twenty-Five Thousand, (\$25,000.00) Dollars, payable within thirty (30) days after submission by the City of an invoice, pursuant to an approved budget.

Your Committee has determined that there is a clear and overwhelming need for educational and recreational services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities that will benefit youth, senior citizens, and community members of Mount Vernon.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that approval of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed Act authorizing the IMA and recommends its approval.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

C/MB/11/17/23

ACT NO. 2023-__

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon for the period January 1, 2023 through December 31, 2023 for a total amount not to exceed \$25,000.00.

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

follows:

Section 1. The County of Westchester ("County"), is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), in which the city shall provide various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon. The County will pay the City a total amount not to exceed Twenty-Five Thousand, (\$25,000.00) Dollars, payable within thirty (30) days after submission by the City of an invoice, pursuant to an approved budget.

§2. No later than thirty (30) days after the end of the term of the IMA, the City shall submit to the Chair, a written performance measurement report which shall provide details about each programs, including the number of participants in each activity / program.

§3. The Chair of the Board of Legislators or his/her duly authorized designee ("Chair") is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt. Vernon

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

X	GENERAL FUND
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☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	25,000
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Total Current Year Revenue	\$	-
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain) _____

Identify Accounts: 101-52-2508-5100

[illegible]

Describe: _____

[illegible]

Describe:

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

Current Year: _____

Next Four Years:

Prepared by: Michael A. Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 21, 2023

Reviewed By: _____

Budget Director

Date: 11/21/23

THIS AGREEMENT made the day of , 2023 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, (hereafter the “County”),

and

THE CITY OF MOUNT VERNON, a New York municipal corporation of the State of New York, having an office and principal place of business at City Hall, 1 Roosevelt Plaza, Mount Vernon, New York, 10550, (hereafter the “Municipality”).

FIRST: The Municipality, acting by and through its Recreation Department, shall provide various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon, as more particularly described in Schedule “A” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence retroactively on January 1, 2023, and shall terminate on December 31, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Twenty-Five Thousand, (\$25,000.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule “B”. Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this

Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his/her duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement.

No later than thirty (30) days after the end of the term of the Agreement, the Municipality shall submit to the Chair, a written performance measurement report which shall provide details about each programs, including the number of participants in each activity / program.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

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

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

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

SIXTH: (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, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. 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 Chair, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination 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 Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by

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

SEVENTH: INSURANCE AND INDEMNIFICATION: The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, 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.

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

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure

that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chairman a letter signed by the mayor of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

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

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: 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 delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), 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: Chair
 Westchester County Board of Legislators
 Michaelian Office Building
 148 Martine Avenue, 8th Floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building

148 Martine Avenue, Room 600
White Plains, New York 10601

To the Municipality: City of Mount Vernon
City Hall
1 Roosevelt Plaza
Mount Vernon, New York 10550

FOURTEENTH: 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.

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

SIXTEENTH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other Municipalities on an “as needed” basis.

SEVENTEENTH: 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.

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

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in

no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

NINETEENTH: 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.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK / SIGNATURE PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Honorable Vedat Gashi
Title: Chair, Westchester County Board of Legislators

THE CITY OF MOUNT VERNON

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators by Act No. ____-2023 duly adopted on the _____ day of _____, 2023.

Approved:

Assistant County Attorney
County of Westchester
k/bara/bol/IMA City of Mt. Vernon Various Programs CON132209

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the
 _____ (Law under which organized, e.g., the New York Village Law)
 named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Board of Supervisors/Trustees, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an official of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE “A”

SCOPE OF WORK

The Municipality will provide various educational and recreational programs that will benefit youth, senior citizens, and community members of Mount Vernon. Specifically, the Municipality shall provide the following programs:

“My Mount Vernon” Program:

The “My Mount Vernon” component of the Municipality’s Youth Mentor Program. This program is designed to instill community and civic mindfulness. Youth participants will learn basic to intermediate skills in photography, photography editing, videography and videography editing, storyboard and print based production based on positive images of the participant’s community and surroundings. The Program’s structure provides a holistic approach to exemplifying pride in the participants’ environment and a sense of belonging, and in the historical and current legacy of the City of Mount Vernon.

The following will be part of this program: Staffing, DSLR Cameras, MacBook Pro, Laptops, Photo and Video Editing Software, Printer & Photo paper.

“Picture Perfect Afterschool” Program:

The “Picture Perfect Afterschool” Program is an afterschool program for students in grades 6th-12 where participants will learn the basic to intermediate skills of photographs and video editing. Participants will create photographs and video montages of Public Service Announcements that discuss the reduction of at-risk behavior amongst participants’ peers. Participants will conduct short interviews of local dignitaries and heroes. Additionally, participants will have the opportunity to create “media blasts” highlighting events and programs designed for youth. Participants will also have the opportunity to engage in intergenerational projects with the Office of Aging Seniors.

The following will be part of this program: Staffing, DSLR Cameras, MacBook Pro, Laptops, Photo and Video Editing Software, Printer & Photo paper.

“Boxing” Program:

The “Boxing” program is an afterschool program for youth where youth will train and learn about the art of Boxing. The Boxing Program includes opportunities for youth participants to physically train and also engage in classroom instruction where participants will learn about boxing techniques by watching film of themselves and others boxing. This “Boxing Program” also provides an opportunity for students with special needs enrolled in the Rose Simon Program to participate twice a week.

The following will be part of this program: Smart TV, PA system, Trainers

“Senior & Youth Exercise” Program:

The “Senior & Youth Exercise” program allows for citizens of all demographics to have a space where participants can engage in light to moderate exercise, including treadmills, elliptical machines, stationary bike machines, and light weights.

The following will be part of this program: Smart TV, Rubber Flooring

“Community Computer Center” Program:

The Community Computer Center” is a computer center open to all citizens that allows citizens to have a space where participants have access to computer and internet access through Wi-Fi. The Center also supports the Municipality’s Senior Tech Help Center and the Municipality’s Afterschool Homework and Tutoring Program.

The following will be part of this program: Laptops, Lockable Laptop Cabinet

Buddy White Back2School Event

The Municipality organized a community wide event that included a backpack and school supplies give away, where over 1,100 backpacks were distributed. The event was also supported by other community based organizations such as Colgate, Mount Vernon Fire Department, Mount Vernon Police Department, SNUG program, Family Services of Westchester.

The following will be part of this program: Backpacks and Supplies, Digital Equity Program Registration.

SCHEDULE "B"

BUDGET

<u>Description:</u>	<u>Price / Unit</u>	<u>Quantity</u>	<u>Sub-Total</u>
TCL - 55" Class Q5 Q-Class 4K QLED HDR Smart TV with Google TV	299.99	4	1199.96
Apple - MacBook Pro 16" Laptop - M2 Pro chip - 16GB Memory - 512GB SSD - Space Gray	2499.99	1	2499.99
Apple Care 3Yr	399.99	1	399.99
Full Motion TV Wall Mount for 47-84" TVs - Black	59.99	2	119.98
Canon - EOS Rebel T8i DSLR Camera with EF-S 18-55mm Lens - Black	899.99	1	899.99
Canon - Speedlite 430EX III-RT External Flash	299.99	1	299.99
Canon - EF-S10-18mm F4.5-5.6 IS STM Ultra-Wide Zoom Lens for EOS DSLR Cameras - Black	299.99	1	299.99
Canon - EF-S18-135mm F3.5-5.6 IS USM Standard Zoom Lens for EOS DSLR Cameras - Black	599.99	1	599.99
Canon - PIXMA PRO-200 Wireless Inkjet Printer - Black	549.99	1	549.99
Canon - CL - 65 Standard Capacity Ink Cartridge - Multi	105.99	2	211.98
Canon - Photo Plus II High-Glossy Photo 8.5" x 11.02" 20-Count Paper	7.99	5	39.95
Canon - Photo Plus II High-Glossy Photo 3.95" x 5.9" 100-Count Paper	10.99	3	32.97
Canon - PT-101 Pro Platinum Glossy Photo 13" x 19" 10-count Paper - white	34.99	5	174.95
JBL - EON208P 8" 2 way PA System with Integrated 8 Channel Mixer and Microphone - Black	849.99	1	849.99
Kanto - Mobile TV Stand for Most Flat-Panel TVs Up to 65" - Black	169.99	2	339.98
		Total	8519.69
Buddy White Project Back 2 School Event			
BackPacks w/Supplies			5100
ACR Act Laptops - Digital Equity			220
School Supplies			500
		Total	5820
Staffing			
Conja - Boxing			1600
		Total	1600
Computers			
Lenovo Laptops	680	10	6800
		Total	6800
U-Line			
Uline Tablet Charging Cart - 25 x 21 x 38"	765	1	765
Rubber Gym Tiles - 23 x 23", Black	18	60	1080

		Total	1845
<u>American Floor Mat</u>			
Rubber Flooring Beveled Edge Ramps HiProfile Nosing 12 Linear Feet BLK	46	1	46
		Total	46
	Grand Total		24630.69

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Municipality)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

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

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

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

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

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

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

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

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

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

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.

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:

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

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

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



George Latimer
County Executive

November 6, 2023

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

Members of the Board of Legislators:

Attached for your consideration is an Act which would authorize and direct the Commissioner of Finance to pay the Mortgage Tax Receipts, apportioned according to and as mandated by Section 261(3) of the New York State Tax Law, to the cities, town and villages listed in the attached report. The Mortgage Taxes received by the County Clerk during the period April 1, 2023 through September 30, 2023 totaled \$17,148,805.11.

Very truly yours,

George Latimer
County Executive

GL/MA/db
Attachments

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

Telephone: (914)995-2900

Website: WestchesterCountyNY.gov



ACT NO. -2023

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act authorizing and directing the Commissioner of Finance of the County of Westchester to pay Mortgage Tax receipts to cities, towns and villages. The Mortgage Taxes to be distributed to the cities, town and villages for the period from April 1, 2023 through September 30, 2023 totals \$17,148,805.11 and will be apportioned as prescribed in the attached report of the County Clerk and the Commissioner of Finance in accordance with the requirements of Section 261(3) of the New York State Tax Law.

Approval of this Act requires an affirmative vote by a majority of all members of the Board of Legislators. After due consideration, your Committee recommends the adoption of the attached Act.

Dated: _____ 2023
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATION

FISCAL IMPACT STATEMENT

SUBJECT: Mtge Tax Receipts to Cities, Towns & Villages

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☒ Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount \$ none

Describe: 711-5574

Potential Related Revenues: Annual Amount \$ _____

Describe: Pass Through

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

Current Year: None

Next Four years: None

Prepared by: Mario Arena 10-25-23

Title: Deputy Finance Commissioner

Department: Finance

Reviewed By: 

Budget Director

11/7/23

If you need more space, please attach additional sheets.

2022 FIXED-DOLLAR PARTIAL EXEMPTIONS ADDED BACK TO ADJUSTED COUNTY TAXABLE VALUE

MUNICIPALITY	REPORTED TAXABLE	VETERANS	CLERGY	VOLUNTEER	ADJUSTED
	ASSESSED VALUE			FIRE COMPANIES	TAXABLE VALUE
City of Mount Vernon	\$ 146,559,703	\$ 196,806	\$ 42,000	\$ -	\$ 146,798,509
City of New Rochelle	\$ 265,217,742	\$ 200,236	\$ 28,500	\$ -	\$ 265,446,478
City of Peekskill	\$ 63,913,393	\$ 29,660	\$ 9,000	\$ -	\$ 63,952,053
City of Rye	\$ 147,873,288	\$ 114,092	\$ 3,000	\$ -	\$ 147,990,380
City of White Plains	\$ 285,150,486	\$ 272,567	\$ 28,500	\$ -	\$ 285,451,553
City of Yonkers	\$ 459,682,317	\$ 927,858	\$ 19,500	\$ -	\$ 460,629,675
Town of Bedford	\$ 598,140,948	\$ -	\$ 1,500	\$ -	\$ 598,142,448
Town of Cortlandt	\$ 109,869,073	\$ 370,836	\$ 12,000	\$ -	\$ 110,251,909
Town of Eastchester	\$ 100,953,715	\$ 232,565	\$ 7,500	\$ -	\$ 101,193,780
Town of Greenburgh	\$ 23,227,989,427	\$ 31,487,559	\$ 24,000	\$ -	\$ 23,259,500,986
Town of Hamson	\$ 125,322,877	\$ 134,600	\$ 1,500	\$ -	\$ 125,458,977
Town of Lewisboro	\$ 295,668,510	\$ 22,000	\$ 1,500	\$ -	\$ 295,692,010
Town of Mamaroneck	\$ 10,836,398,468	\$ 11,423,733	\$ 1,500	\$ -	\$ 10,847,823,701
Town of Mount Kisco	\$ 292,043,300	\$ -	\$ 1,500	\$ -	\$ 292,044,800
Town of Mount Pleasant	\$ 143,193,533	\$ 294,362	\$ 4,500	\$ -	\$ 143,492,395
Town of New Castle	\$ 1,068,297,371	\$ -	\$ 1,500	\$ -	\$ 1,068,298,871
Town of North Castle	\$ 121,605,402	\$ 40,400	\$ 1,500	\$ -	\$ 121,647,302
Town of North Salem	\$ 1,577,763,830	\$ 35,978	\$ 1,500	\$ -	\$ 1,577,801,308
Town of Ossining	\$ 5,770,971,062	\$ 3,203,770	\$ 9,000	\$ -	\$ 5,774,183,832
Town of Pelham	\$ 3,859,102,911	\$ 1,406,473	\$ 1,500	\$ -	\$ 3,860,510,884
Town of Pound Ridge	\$ 377,519,244	\$ -	\$ -	\$ -	\$ 377,519,244
Town of Rye	\$ 8,844,199,309	\$ 10,084,139	\$ 4,500	\$ -	\$ 8,854,287,948
Town of Scarsdale	\$ 9,107,918,696	\$ 10,757,633	\$ -	\$ -	\$ 9,118,676,329
Town of Somers	\$ 500,141,171	\$ 24,658	\$ 3,000	\$ -	\$ 500,168,829
Town of Yorktown	\$ 131,464,026	\$ 413,971	\$ 6,000	\$ -	\$ 131,883,997
TOTALS:	\$ 68,456,959,802	\$ 71,673,896	\$ 214,500	\$ -	\$ 68,528,848,198

NOTE:

Chapter 280 of the Laws of 1985 requires that counties wishing to use equalization rates calculated by the then Office of Real Property Services add certain "fixed-dollar" exemptions back to stated taxable value when apportioning the county tax levy. Individual municipalities will, however, continue to use the stated taxable value to set the tax rate.

County of Westchester
Mortgage Tax Allocation - Dept of Finance
4-01-23 thru 9-30-23

Town/City	Village	2022 Taxable Assessed Value	2022 Detail taxable Village/town Outside Breakdown	12/15/2023 Tax to be Distributed	% of Distribution	12/15/2023 Distribution
Bedford		598,140,948		405,937.45	1.000000	\$ 405,937.45
Cortlandt		109,869,073	81,747,143	702,418.70	0.872021	\$ 812,523.68
	Buchanan		6,968,630		0.031713	\$ 22,276.04
	Croton		21,153,300		0.096286	\$ 67,619.00
Eastchester		100,953,715	54,277,335	666,801.59	0.768823	\$ 512,652.31
	Bronxville		33,474,243		0.165790	\$ 110,549.07
	Tuckahoe		13,202,137		0.065387	\$ 43,600.21
Greenburgh		23,227,989,427	11,765,431,233	1,904,207.28	0.753260	\$ 1,434,382.77
	Ardsley		1,285,584,483		0.027873	\$ 52,694.84
	Dobbs Ferry		2,371,674,008		0.051052	\$ 97,213.73
	Elmsford		1,153,689,188		0.024834	\$ 47,289.14
	Hastings		2,162,050,689		0.046540	\$ 88,821.37
	Irvington		2,044,619,765		0.044012	\$ 83,807.94
	Tarrytown		2,444,960,061		0.052630	\$ 100,217.69
Harrison		125,322,877		859,784.51	0.500000	\$ 429,882.26
	Harrison				0.500000	\$ 429,882.26
Lewisboro		295,668,510		249,097.83	1.000000	\$ 249,097.83
Mamaroneck		10,836,398,468	4,725,749,652	878,456.93	0.718050	\$ 630,775.85
	Larchmont		3,220,109,462		0.148578	\$ 130,518.72
	Mamaroneck		2,890,539,354		0.133372	\$ 117,161.36 (1)
Mt. Kisco		292,043,300		191,134.14	0.500000	\$ 95,567.07
	Mt. Kisco				0.500000	\$ 95,567.07
Mt. Pleasant		143,193,533	103,045,551	1,005,143.12	0.859812	\$ 864,234.28
	Briarcliff Manor		2,421,634		0.008456	\$ 8,499.30 (2)
	Pleasantville		20,169,283		0.070427	\$ 70,788.87
	Sleepy Hollow		17,557,085		0.061305	\$ 61,620.67
Mt. Vernon		146,559,703		685,364.70	1.000000	\$ 685,364.70
New Castle		1,068,297,371		701,687.48	1.000000	\$ 701,687.48
New Rochelle		265,217,742		871,325.80	1.000000	\$ 871,325.80
No. Castle		121,805,402		441,134.41	1.000000	\$ 441,134.41
No. Salem		1,577,763,830		80,995.51	1.000000	\$ 80,995.51
Ossining		5,770,971,062	1,102,861,054	454,803.71	0.595552	\$ 270,859.47
	Briarcliff Manor		2,092,116,034		0.181262	\$ 82,438.65 (2)
	Ossining		2,575,993,974		0.223185	\$ 101,505.59
Peekskill		83,913,393		170,114.17	1.000000	\$ 170,114.17
Pelham		3,859,102,911		337,209.79	0.500000	\$ 168,604.90
	Pelham		1,728,208,805		0.223913	\$ 75,505.75
	Pelham Manor		2,130,894,106		0.276087	\$ 93,099.14
Pound Ridge		377,519,244		204,620.18	1.000000	\$ 204,620.18
Rye City		147,873,288		748,700.96	1.000000	\$ 748,700.96
Rye Town		8,844,199,309		650,855.19	0.500000	\$ 325,427.60
	Mamaroneck		1,909,031,584		0.107926	\$ 70,243.96 (1)
	Port Chester		3,703,951,369		0.209400	\$ 136,289.10
	Rye Brook		3,231,216,358		0.162674	\$ 118,894.54
Scarsdale		9,107,918,696		1,121,336.43	0.500000	\$ 560,668.22
	Scarsdale				0.500000	\$ 560,668.22
Somers		500,141,171		345,241.12	1.000000	\$ 345,241.12
White Plains		285,150,486		1,029,383.67	1.000000	\$ 1,029,383.67
Yonkers		459,682,317		1,853,745.66	1.000000	\$ 1,853,745.66
Yorktown		131,464,026		589,324.78	1.000000	\$ 589,324.78
		68,456,959,802.00	52,892,677,498.00	17,148,805.11	\$ 17,148,805.11	
		68,456,959,802.00		17,148,805.11		

(1) (2) combined payments

2022 VILLAGE/TOWN-OUTSIDE BREAKDOWN OF COUNTY TAXABLE ASSESSED VALUE

MUNICIPALITY		TAXABLE
TOWN	VILLAGE	ASSESSED VALUE (\$)
Cortlandt	Buchanan	6,968,630
	Croton	21,153,300
	Unincorporated Area	81,747,143
Eastchester	Bronxville	33,474,243
	Tuckahoe	13,202,137
	Unincorporated Area	54,277,335
Greenburgh	Ardley	1,285,564,483
	Dobbs Ferry	2,371,674,008
	Elmsford	1,153,689,188
	Hastings	2,162,050,689
	Irvington	2,044,619,765
	Tarrytown*	2,446,765,375
	Unincorporated Area	11,765,431,233
Mamaroneck	Larchmont	3,220,109,462
	Mamaroneck	2,890,539,354
	Unincorporated Area	4,725,749,652
Mt. Pleasant	Briarcliff Manor	2,421,634
	Pleasantville	20,169,283
	Sleepy Hollow	17,557,065
	Unincorporated Area	103,045,551
Ossining	Briarcliff Manor	2,092,116,034
	Ossining	2,575,993,974
	Unincorporated Area	1,102,861,054
Pelham	Pelham	1,728,208,805
	Pelham Manor	2,130,894,106
Rye Town	Mamaroneck	1,909,031,584
	Port Chester	3,703,951,369
	Rye Brook	3,231,216,356

NOTE:

(1) Harrison, Mt. Kisco and Scarsdale are coterminous town villages, therefore, there is no village/town outside breakdown for these municipalities

(2) Unincorporated area represents area outside villages. Pelham and Rye Town do not have unincorporated areas

*Chart represents Assessment Roll number. Assessment Roll is incorrect by +1,805,314

PART II

DISTRIBUTION STATEMENT

(Columns 1 through 5)

The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in columns 3 and 4 respectively. Authority for the additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT

(Column 6)

This column is the net amount due each tax district for which the Board of Supervisors shall issue an order to the county.

1	2	3	4	5	6
Tax districts	Taxes collected	*Additions	*Deductions	Amount of "Taxes Collected" as adjusted and corrected	Net Amount due each tax district
BEDFORD	409,553.51			409,553.51	405,937.45
CORTLANDT	708,675.79			708,675.79	702,418.70
EASTCHESTER	672,741.40			672,741.40	666,801.59
GREENBURGH	1,921,169.80			1,921,169.80	1,904,207.28
HARRISON	867,423.22			867,423.22	859,764.51
LEWISBORO	251,316.77			251,316.77	249,097.83
MAMARONECK	886,282.15			886,282.15	878,456.93
MT. KISCO	192,836.75			192,836.75	191,134.14
MT. PLEASANT	1,014,096.85			1,014,096.85	1,005,143.12
MT. VERNON	691,469.87			691,469.87	685,364.70
NEW CASTLE	707,938.05			707,938.05	701,687.48
NEW ROCHELLE	880,534.00		1,446.50	879,087.50	871,325.80
NORTH CASTLE	445,064.00			445,064.00	441,134.41
NORTH SALEM	81,717.00			81,717.00	80,995.51
OSSINING	458,855.06			458,855.06	454,803.71
PEEKSKILL	171,766.03		136.50	171,629.53	170,114.17
PELHAM	340,213.63			340,213.63	337,209.79
POUND RIDGE	206,442.92			206,442.92	204,620.18
RYE CITY	755,370.32			755,370.32	748,700.96
RYE TOWN	660,585.95		3,933.00	656,652.95	650,855.19
SCARSDALE	1,131,325.20			1,131,325.20	1,121,336.43
SOMERS	348,316.50			348,316.50	345,241.12
WHITE PLAINS	1,038,553.33			1,038,553.33	1,029,383.67
YONKERS	1,870,258.67			1,870,258.67	1,853,745.66
YORKTOWN	594,574.44			594,574.44	589,324.78
Total tax districts					
Totals	17,307,081.21	\$0.00	5,516.00	17,301,565.21	17,148,805.11

*see refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT
COUNTY OF WESTCHESTER FOR THE PERIOD
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

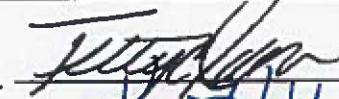
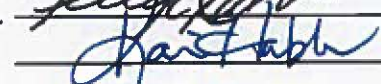
PART 1

04/01/2023

THROUGH

09/30/2023

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjustments	5 Amount paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurer's expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local tax	10 Additional tax	11 Special assessment and	12 Special additional tax	13 County Tax
Apr-23	\$2,045,418.36	\$3,296.54	\$29,107.67	(\$33.00)	\$2,019,574.23				\$524,254.13	\$1,194,822.60	\$688,991.76	\$275,563.80	\$1,029,382.57
May-23	\$2,879,413.83	\$4,306.14	\$31,048.44	(\$3,900.00)	\$2,848,771.53				\$237,230.21	\$1,685,805.93	\$903,987.13	\$480,870.80	\$1,424,385.76
Jun-23	\$2,733,831.40	\$4,064.92	\$30,643.02	(\$136.50)	\$2,707,116.80				\$246,466.47	\$1,694,796.26	\$1,126,007.42	\$170,685.14	\$1,354,079.30
Jul-23	\$2,949,873.03	\$4,522.47	\$28,670.70	(\$1,446.50)	\$2,924,278.30				\$264,963.63	\$2,262,135.83	\$1,284,869.64	\$122,436.87	\$1,517,932.44
Aug-23	\$4,031,741.59	\$6,060.50	\$30,410.22	\$0.00	\$4,007,391.87				\$290,373.08	\$2,649,566.10	\$1,651,169.78	\$285,560.03	\$1,949,969.51
Sep-23	\$2,666,803.00	\$5,421.27	\$30,551.89	\$0.00	\$2,641,672.38				\$290,201.82	\$1,637,510.55	\$1,065,716.72	\$187,989.97	\$1,317,959.39
Totals	\$17,307,081.21	\$27,671.84	\$180,431.94	(\$5,516.00)	\$17,148,805.11	\$0.00	\$0.00	\$0.00	\$1,853,489.36	\$11,124,637.27	\$6,720,742.45	\$1,523,106.61	\$8,593,708.97

Recording Officer

Treasurer

County of Westchester
Mortgage Tax
6 year comparison

Town/City/Village	June 6 Mth 2023 vs 2022	June 6 Mth 2023 vs 2022	June 6 Mth 2023	June 6 Mth 2022	June 6 Mth 2021	June 6 Mth 2020	June 6 Mth 2019	December 6 Mth 2023 vs 2022	December 6 Mth 2023 vs 2022	December 6 Mth Dec-23	December 6 Mth Dec-22	December 6 Mth Dec-21	December 6 Mth Dec-20	December 6 Mth Dec-19
Bedford	-48%	(392,315.72)	428,127.79	\$ 820,443.51	\$ 924,258.68	\$ 483,450.79	\$ 450,869.68	-55%	\$ (497,227.18)	\$ 405,937.45	\$ 903,164.63	\$ 946,264.34	\$ 664,593.75	\$ 363,604.81
Cortlandt	-53%	(566,604.80)	494,960.75	\$ 1,061,565.55	\$ 1,131,820.20	\$ 766,973.41	\$ 535,433.32	-37%	\$ (362,378.76)	\$ 612,523.66	\$ 974,902.42	\$ 1,179,926.55	\$ 717,194.48	\$ 762,668.79
Buchanan	-53%	(20,469.31)	18,000.56	\$ 38,469.86	\$ 41,014.39	\$ 27,777.64	\$ 19,355.81	-37%	\$ (13,053.25)	\$ 22,276.04	\$ 35,329.29	\$ 42,757.65	\$ 25,974.79	\$ 27,570.33
Croton	-53%	(61,227.69)	54,640.75	\$ 115,868.44	\$ 123,086.33	\$ 83,124.99	\$ 58,061.87	-36%	\$ (38,790.28)	\$ 67,619.00	\$ 106,409.28	\$ 128,317.93	\$ 77,729.92	\$ 82,703.07
Eastchester	-56%	(518,221.03)	414,032.24	\$ 932,253.27	\$ 911,920.52	\$ 898,659.79	\$ 396,403.58	-44%	\$ (406,750.06)	\$ 512,652.31	\$ 919,402.38	\$ 1,054,178.05	\$ 760,861.99	\$ 724,450.75
Bronxville	-55%	(110,982.11)	89,282.50	\$ 200,264.60	\$ 195,926.26	\$ 193,457.48	\$ 85,314.25	-44%	\$ (86,954.93)	\$ 110,549.07	\$ 197,504.00	\$ 226,490.31	\$ 163,793.29	\$ 155,916.78
Tuckahoe	-56%	(44,053.45)	35,212.74	\$ 79,266.19	\$ 78,047.50	\$ 76,082.35	\$ 33,673.31	-44%	\$ (34,573.31)	\$ 43,600.21	\$ 78,173.62	\$ 90,222.73	\$ 64,416.11	\$ 61,539.95
Greenburgh	-42%	(974,669.99)	1,351,567.09	\$ 2,326,237.07	\$ 2,316,076.41	\$ 1,424,652.49	\$ 1,426,531.03	-57%	\$ (1,884,929.54)	\$ 1,434,362.77	\$ 3,319,292.31	\$ 2,531,580.28	\$ 1,551,503.78	\$ 2,306,057.62
Ardsley	-41%	(34,835.38)	49,652.95	\$ 84,488.34	\$ 83,327.32	\$ 51,388.55	\$ 51,833.86	-56%	\$ (67,861.21)	\$ 52,694.64	\$ 120,555.85	\$ 101,080.68	\$ 55,964.20	\$ 83,794.04
Dobbs Ferry	-43%	(68,778.18)	91,602.26	\$ 160,380.45	\$ 155,744.25	\$ 95,371.84	\$ 93,412.54	-58%	\$ (131,632.07)	\$ 97,213.73	\$ 228,845.80	\$ 170,235.78	\$ 103,863.76	\$ 151,009.68
Elmsford	-41%	(31,407.72)	44,559.47	\$ 75,967.19	\$ 74,066.67	\$ 44,017.21	\$ 43,124.90	-56%	\$ (61,107.95)	\$ 47,289.14	\$ 108,397.09	\$ 80,958.35	\$ 47,936.51	\$ 69,715.23
Hastings	-42%	(59,850.39)	83,505.88	\$ 143,356.28	\$ 142,535.03	\$ 87,886.01	\$ 87,186.49	-57%	\$ (115,932.75)	\$ 88,621.37	\$ 204,554.13	\$ 155,797.49	\$ 95,711.40	\$ 140,944.72
Irvington	-42%	(57,537.25)	78,970.30	\$ 136,507.54	\$ 140,517.83	\$ 88,193.60	\$ 88,115.22	-57%	\$ (110,973.77)	\$ 83,807.94	\$ 194,781.71	\$ 153,592.58	\$ 96,046.38	\$ 142,446.08
Tarrytown	-42%	(68,475.09)	94,432.82	\$ 162,907.92	\$ 159,157.69	\$ 98,979.17	\$ 99,142.49	-57%	\$ (132,234.54)	\$ 100,217.69	\$ 232,452.23	\$ 173,966.83	\$ 107,792.29	\$ 160,272.64
Harrison	-62%	(509,378.99)	308,423.11	\$ 817,802.10	\$ 604,137.67	\$ 387,435.52	\$ 585,201.59	-35%	\$ (233,002.57)	\$ 429,882.26	\$ 662,884.83	\$ 660,634.80	\$ 411,998.85	\$ 411,875.09
Harrison	-62%	(509,378.99)	308,423.11	\$ 817,802.10	\$ 604,137.67	\$ 387,435.52	\$ 585,201.59	-35%	\$ (233,002.57)	\$ 429,882.26	\$ 662,884.83	\$ 660,634.80	\$ 411,998.85	\$ 411,875.09
Lewisboro	-51%	(274,821.48)	261,033.32	\$ 535,854.80	\$ 637,664.05	\$ 290,385.35	\$ 228,317.93	-49%	\$ (613,345.54)	\$ 630,775.85	\$ 1,244,121.39	\$ 1,416,421.85	\$ 946,981.68	\$ 829,664.51
Mamaroneck	-37%	(316,146.28)	528,004.21	\$ 844,150.49	\$ 884,110.79	\$ 499,190.53	\$ 417,385.92	-48%	\$ (122,740.70)	\$ 130,519.72	\$ 253,260.43	\$ 264,088.16	\$ 176,596.28	\$ 153,945.75
Larchmont	-36%	(62,585.79)	109,254.28	\$ 171,840.08	\$ 179,001.05	\$ 100,826.75	\$ 84,546.08	-50%	\$ (116,643.20)	\$ 117,161.36	\$ 233,804.55	\$ 264,088.16	\$ 176,596.28	\$ 153,945.75
Mamaroneck	-38%	(60,566.66)	98,072.38	\$ 158,639.05	\$ 164,840.15	\$ 93,090.70	\$ 77,446.71	-50%	\$ (116,643.20)	\$ 117,161.36	\$ 233,804.55	\$ 264,088.16	\$ 176,596.28	\$ 153,945.75
ML Kisco	-30%	(44,489.79)	104,546.87	\$ 149,036.66	\$ 148,222.03	\$ 57,927.41	\$ 96,800.08	12%	\$ 10,473.36	\$ 95,567.07	\$ 85,093.72	\$ 115,246.00	\$ 87,334.14	\$ 69,358.43
ML Kisco	-30%	(44,489.79)	104,546.87	\$ 149,036.66	\$ 148,222.03	\$ 57,927.41	\$ 96,800.08	12%	\$ 10,473.36	\$ 95,567.07	\$ 85,093.72	\$ 115,246.00	\$ 87,334.14	\$ 69,358.43
ML Pleasant	-66%	(1,268,806.55)	665,119.34	\$ 1,933,925.89	\$ 1,450,583.37	\$ 662,444.31	\$ 584,915.36	-19%	\$ (203,489.26)	\$ 864,234.28	\$ 1,067,723.54	\$ 1,294,467.33	\$ 966,621.90	\$ 1,439,326.36
Briarcliff	-67%	(13,501.44)	6,541.10	\$ 20,042.55	\$ 14,952.86	\$ 6,751.18	\$ 5,957.91	-23%	\$ (2,566.22)	\$ 8,499.30	\$ 11,065.52	\$ 13,343.59	\$ 9,851.15	\$ 14,660.90
Pleasantville	-65%	(102,210.12)	54,479.49	\$ 156,689.62	\$ 117,860.86	\$ 53,063.57	\$ 45,991.51	-18%	\$ (15,719.72)	\$ 70,788.67	\$ 86,508.59	\$ 105,176.33	\$ 77,429.01	\$ 113,173.29
Sleepy Hollow	-63%	(79,868.76)	47,423.60	\$ 127,292.35	\$ 92,979.54	\$ 41,516.52	\$ 36,209.49	-12%	\$ (8,657.64)	\$ 61,620.67	\$ 70,278.31	\$ 82,972.81	\$ 60,579.85	\$ 89,102.24
ML Vernon	-57%	(873,044.72)	665,439.66	\$ 1,538,484.38	\$ 829,898.66	\$ 1,024,180.04	\$ 659,820.94	-30%	\$ (294,824.54)	\$ 685,364.70	\$ 980,189.24	\$ 1,008,261.23	\$ 643,995.13	\$ 723,703.36
New Castle	-57%	(617,210.29)	458,882.39	\$ 1,076,092.68	\$ 883,929.63	\$ 467,368.54	\$ 360,678.89	-39%	\$ (447,633.73)	\$ 701,687.48	\$ 1,149,321.21	\$ 1,232,397.38	\$ 831,430.00	\$ 622,097.65
New Rochelle	-48%	(819,768.89)	901,372.78	\$ 1,721,141.67	\$ 2,010,465.97	\$ 1,159,169.46	\$ 1,008,686.32	-37%	\$ (506,549.67)	\$ 871,325.80	\$ 1,377,875.47	\$ 1,718,628.58	\$ 1,242,438.38	\$ 1,504,308.75
No. Castle	-24%	(167,838.82)	521,687.11	\$ 689,525.93	\$ 653,564.10	\$ 453,739.84	\$ 270,046.34	-44%	\$ (351,517.86)	\$ 441,134.41	\$ 792,652.27	\$ 1,009,961.25	\$ 657,934.27	\$ 527,463.26
No. Salem	-67%	(130,421.17)	65,220.90	\$ 195,642.07	\$ 232,458.71	\$ 170,212.85	\$ 83,359.30	-49%	\$ (77,841.76)	\$ 80,995.51	\$ 158,837.27	\$ 209,113.01	\$ 146,661.63	\$ 104,590.04
Ossining	-53%	(313,450.27)	280,650.94	\$ 594,101.22	\$ 525,073.26	\$ 339,827.83	\$ 228,993.25	-55%	\$ (327,582.56)	\$ 270,859.47	\$ 598,442.03	\$ 520,575.30	\$ 408,718.61	\$ 354,521.68
Briarcliff	-54%	(100,483.54)	85,418.78	\$ 185,902.32	\$ 168,814.63	\$ 110,263.75	\$ 73,094.22	-56%	\$ (104,821.97)	\$ 82,438.65	\$ 187,260.62	\$ 167,170.22	\$ 132,616.71	\$ 113,162.66
Ossining	-51%	(110,277.12)	105,174.98	\$ 215,452.10	\$ 188,187.27	\$ 120,220.47	\$ 81,989.60	-53%	\$ (115,520.71)	\$ 101,505.59	\$ 217,026.30	\$ 186,575.19	\$ 144,591.88	\$ 126,934.28
Peekskill	-60%	(316,394.22)	214,563.57	\$ 530,957.79	\$ 425,865.24	\$ 327,668.44	\$ 305,777.23	-61%	\$ (266,701.65)	\$ 170,114.17	\$ 275,048.91	\$ 410,597.38	\$ 249,793.45	\$ 277,986.21
Pelham	-54%	(166,336.17)	140,445.37	\$ 306,781.54	\$ 304,822.24	\$ 140,245.90	\$ 146,122.74	-39%	\$ (106,444.02)	\$ 168,804.90	\$ 275,048.91	\$ 410,597.38	\$ 249,793.45	\$ 277,986.21
Pelham	-54%	(74,748.75)	62,895.17	\$ 137,643.92	\$ 136,691.70	\$ 62,739.04	\$ 65,344.27	-39%	\$ (47,900.66)	\$ 75,505.75	\$ 123,406.41	\$ 184,124.53	\$ 111,745.17	\$ 124,311.97
Pelham Manor	-54%	(91,587.42)	77,550.20	\$ 169,137.62	\$ 168,130.54	\$ 77,506.85	\$ 80,778.46	-39%	\$ (58,543.35)	\$ 93,099.14	\$ 151,642.50	\$ 226,472.84	\$ 138,048.27	\$ 153,674.23
Pound Ridge	-51%	(179,537.85)	169,202.82	\$ 348,740.67	\$ 319,158.82	\$ 158,918.55	\$ 132,696.91	-46%	\$ (174,879.41)	\$ 204,620.18	\$ 379,499.59	\$ 362,456.76	\$ 284,094.21	\$ 170,758.12
Rye City	-41%	(455,982.01)	558,263.94	\$ 1,114,245.95	\$ 915,632.58	\$ 650,624.48	\$ 1,134,061.25	-47%	\$ (657,394.04)	\$ 748,700.96	\$ 1,406,095.00	\$ 1,490,742.72	\$ 1,088,605.81	\$ 1,034,032.35
Rye Town	11%	61,278.62	595,192.23	\$ 533,913.61	\$ 544,707.53	\$ 354,250.31	\$ 355,571.15	-47%	\$ (286,569.88)	\$ 325,427.60	\$ 611,997.47	\$ 673,462.95	\$ 483,302.54	\$ 399,504.26
Mamaroneck	12%	13,718.97	128,472.99	\$ 114,754.03	\$ 117,427.53	\$ 78,458.88	\$ 79,163.15	-47%	\$ (61,292.63)	\$ 70,243.96	\$ 131,536.59	\$ 145,184.50	\$ 107,041.20	\$ 88,944.27
Port Chester	12%	26,601.92	249,266.55	\$ 222,664.63	\$ 224,998.10	\$ 136,961.05	\$ 136,123.82	-47%	\$ (118,939.82)	\$ 136,289.10	\$ 255,228.92	\$ 278,182.09	\$ 186,856.52	\$ 152,942.80
Rye Brook	11%	20,957.74	217,452.68	\$ 196,494.95	\$ 202,281.90	\$ 138,830.37	\$ 140,284.17	-47%	\$ (106,337.43)	\$ 118,894.54	\$ 225,231.96	\$ 250,096.35	\$ 189,405.83	\$ 157,617.19
Scarsdale	-18%	(93,662.74)	433,606.14	\$ 527,268.87	\$ 704,615.84	\$ 429,710.82	\$ 261,447.12	-39%	\$ (361,685.59)	\$ 560,668.22	\$ 922,353.80	\$ 915,981.17	\$ 584,610.54	\$ 470,066.97
Scarsdale	-18%	(93,662.74)	433,606.14	\$ 527,268.87	\$ 704,615.84	\$ 429,710.82	\$ 261,447.12	-39%	\$ (361,685.59)	\$ 560,668.22	\$ 922,353.80	\$ 915,981.17	\$ 584,610.54	\$ 470,066.97
Somers	-46%	(288,271.17)	342,564.55	\$ 630,835.72	\$ 758,399.18	\$ 417,686.14	\$ 320,137.64	-40%	\$ (231,365.88)	\$ 345,241.12	\$ 576,607.00	\$ 748,462.88	\$ 498,796.68	\$ 377,642.03
White Plains	-58%	(1,071,039.92)	784,532.81	\$ 1,855,572.73	\$ 1,201,960.15	\$ 1,791,602.58	\$ 930,218.43	-22%	\$ (285,065.82)	\$ 1,029,383.67	\$ 1,314,449.49	\$ 1,245,079.85	\$ 832,206.78	\$ 1,531,521.44
Yonkers	-44%	(1,574,505.83)	1,982,870.72	\$ 3,557,376.55	\$ 2,898,193.55	\$ 2,176,941.99	\$ 2,061,002.17	-39%	\$ (1,208,326.39)	\$ 1,853,745.66	\$ 3,062,072.05	\$ 2,059,751.87	\$ 2,578,158.75	\$ 2,578,158.75
Yorktown	-50%	(519,917.16)	513,063.54	\$ 1,032,980.70	\$ 1,325,658.36	\$ 775,801.29	\$ 601,070.84	-31%	\$ (259,050.72)	\$ 589,324.78	\$ 848,375.50	\$ 1,266,108.43	\$ 751,856.61	\$ 674,627.61
	-47%	\$ (14,231,256.30)	16,011,812.75	\$ 30,243,069.05	\$ 27,969,562.47	\$ 19,050,650.39	\$ 16,091,147.91	-42%	\$ (12,465,575.32)	\$ 17,148,805.11	\$ 29,614,380.43	\$ 31,499,449.20	\$ 21,000,131.79	\$ 22,283,983.22



ACT NO. - 2023

An act to authorize the Commissioner
of the Westchester County Department
of Finance to pay Mortgage Tax Receipts
to Cities, Towns and Villages

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

Section 1. The County of Westchester is hereby authorized and directed to pay, pursuant to Section 261(3) of the New York State Tax Law, as amended, from money on hand applicable for distribution to the Cities, Towns and Villages, an amount totaling \$17,148,805.11 in accordance with the attached report of the County Clerk and Commissioner of Finance representing the statement of mortgage taxes received and expenses incurred by the County Clerk for the period of April 1, 2023 through September 30, 2023.

§2. The Commissioner of Finance, or her duly authorized designee is hereby authorized and directed to pay the amount set forth in Section 1 of this Act to the Cities, Towns and Villages, as set forth in the attached report.

§3. This Act shall take effect immediately.



George Latimer
County Executive

Department of Law
John M. Nonna
County Attorney

October 23, 2023

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

Re: An Act authorizing the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee, identified as "B.J.," from the settlement of his legal action against a third-party tortfeasor. Consistent with prior practice in similar cases, I have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

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

Accordingly, I seek authorization to compromise the following claim:



On October 22, 2018, B.J.—a Senior Maintenance Mechanic II (Electrician) in the Westchester County Department of Environmental Facilities (the “Department”)—tripped and fell on construction materials that were left out in the North Yonkers Pump Station’s maintenance room by County vendor E.C.C.O. III Enterprises, Inc. (“ECCO”). When B.J. fell, he was carrying an auxiliary-generator battery, an item which weighed more than one hundred pounds. The battery fell on B.J.’s shin. As a result of the fall, B.J. injured his right ankle, right shin, and right arm. He eventually underwent surgery related to the fall, and missed a grand total of forty-one (41) weeks of work.

After the injury B.J. filed a NYS Workers’ Compensation claim, which the County did not controvert. On a parallel track to his Workers’ Compensation claim, B.J. retained counsel and commenced a personal-injury action against ECCO. B.J. is represented therein by SCARCELLA LAW OFFICE, located at 44 Church Street, Suite 150, White Plains, NY 10601. ECCO is represented by Fabiani Cohen & Hall, LLP, located at 570 Lexington Avenue, 4th Floor, New York, NY 10022.

On or about October 5, 2023, B.J. agreed in principle to settle his personal-injury action for two hundred fifteen thousand and 00/100 dollars (\$215,000.00), pending the County’s consent. In connection with the proposed settlement, B.J.’s counsel notified this Office that its costs and disbursements total five thousand five hundred eighty-two and 70/100 dollars (\$5,582.70) and that its attorney’s fee totals seventy-one thousand six hundred sixty-six and 67/100 dollars (\$71,666.67)—for a total litigation cost of seventy-seven thousand two hundred forty-nine and 37/100 dollars (\$77,249.37).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers’ Compensation Law (“WCL”) to or on B.J.’s behalf in the amount of fourteen thousand one hundred eleven and 59/100 dollars (\$14,111.59) and indemnity (lost wage) benefits in the amount of thirty-six thousand eight hundred three and 65/100 dollars (\$36,803.65)—bringing the County’s total expenditures in this matter to fifty thousand nine hundred fifteen and 24/100 dollars (\$50,915.24).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to compromise the County’s claim for reimbursement by reducing its lien by 35.93%, equaling a dollar reduction of eighteen thousand two hundred ninety-three and 85/100 dollars (\$18,293.85). The County would thereafter accept in satisfaction of its present lien a total of thirty-two thousand six hundred twenty-one and 39/100 dollars (\$32,621.39). After the County is reimbursed and counsel fees are paid, B.J. would receive one hundred five thousand one hundred twenty-nine and 24/100 dollars (\$105,129.24).

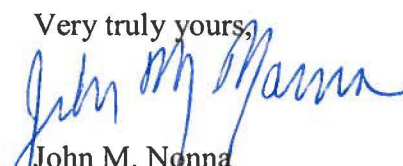
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For the reader's convenience, a chart of the previously mentioned figures appears below:

Worker's Compensation Amounts	
Medical Expenses	\$14,111.59
Indemnity (Lost Wage) Payments	\$36,803.65
Worker's Comp, TOTAL	\$ 50,915.24
Litigation Amounts	
Third-Party Settlement (Gross Amt)	\$215,000.00
Disbursements	\$5,582.70
Attorney's Fees	\$71,666.67
Cost of Litigation (COL)	\$77,249.37
Net Proceeds of Third-Party Settlement	\$137,750.63
Percentage COL	35.93%
Carrier's COL	\$ 18,293.85
Carrier's Net Lien	\$ 32,621.39
Claimant's Net Recovery	\$ 105,129.24

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

Very truly yours,


John M. Nonna
County Attorney

JMN/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

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

On October 22, 2018, B.J.—a Senior Maintenance Mechanic II (Electrician) in the Westchester County Department of Environmental Facilities (the “Department”)—tripped and fell on construction materials that were left out in the North Yonkers Pump Station’s maintenance room by County vendor E.C.C.O. III Enterprises, Inc. (“ECCO”). When B.J. fell, he was carrying an auxiliary-generator battery, an item which weighed more than one hundred pounds. The battery fell on B.J.’s shin. As a result of the fall, B.J. injured his right ankle, right shin, and right arm. He eventually underwent surgery related to the fall, and missed a grand total of forty-one (41) weeks of work.

After the injury B.J. filed a NYS Workers’ Compensation claim, which the County did not controvert. On a parallel track to his Workers’ Compensation claim, B.J. retained counsel and commenced a personal-injury action against ECCO. B.J. is represented therein by SCARCELLA LAW OFFICE, located at 44 Church Street, Suite 150, White Plains, NY 10601. ECCO is represented by Fabiani Cohen & Hall, LLP, located at 570 Lexington Avenue, 4th Floor, New York, NY 10022.

On or about October 5, 2023, B.J. agreed in principle to settle his personal-injury action for two hundred fifteen thousand and 00/100 dollars (\$215,000.00), pending the County’s consent.

In connection with the proposed settlement, B.J.'s counsel notified the County Attorney's Office that its costs and disbursements total five thousand five hundred eighty-two and 70/100 dollars (\$5,582.70) and that its attorney's fee totals seventy-one thousand six hundred sixty-six and 67/100 dollars (\$71,666.67)—for a total litigation cost of seventy-seven thousand two hundred forty-nine and 37/100 dollars (\$77,249.37).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on B.J.'s behalf in the amount of fourteen thousand one hundred eleven and 59/100 dollars (\$14,111.59) and indemnity (lost wage) benefits in the amount of thirty-six thousand eight hundred three and 65/100 dollars (\$36,803.65)—bringing the County's total expenditures in this matter to fifty thousand nine hundred fifteen and 24/100 dollars (\$50,915.24).

Based upon a review of the facts and circumstances of this matter, the County Attorney seeks the authority to compromise the County's claim for reimbursement by reducing its lien by 35.93%, equaling a dollar reduction of eighteen thousand two hundred ninety-three and 85/100 dollars (\$18,293.85). The County would thereafter accept in satisfaction of its present lien a total of thirty-two thousand six hundred twenty-one and 39/100 dollars (\$32,621.39). After the County is reimbursed and counsel fees are paid, B.J. would receive one hundred five thousand one hundred twenty-nine and 24/100 dollars (\$105,129.24).

[Remainder of Page Intentionally Left Blank]

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

Dated: White Plains, New York
November __, 2023

ACT NO. 2023

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

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "B.J.", from a settlement of his legal action against a third party. The County's reimbursement is \$32,621.39, representing a 35.93% reduction of its lien, with full reservation of the County's right to set off B.J.'s net recovery against any future compensation in accordance with the provisions of New York State Workers' Compensation Law.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp lien (B.J.)

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 32,621.39

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☒ Other (explain)

Identify Accounts: 613-57-0018-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Associate County Attorney

Department: Law

Reviewed By: [Signature]

Budget Department

10/23/23

If you need more space, please attach additional sheets.

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

November 8, 2022

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

Re: Request for Authorization to Settle the Lawsuit of *Yonkers Contracting v. County of Westchester, et al.*, pending in the Appellate Division of the Supreme Court of the State of New York Docket No. 2023-04276

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if enacted by your Board, would authorize the settlement of the lawsuit entitled *Yonkers Contracting v. County of Westchester, et al.*, for \$250,000.00, as set forth below.

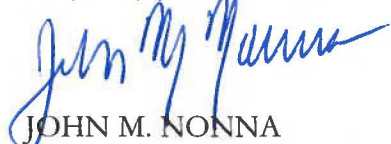
Yonkers Contracting Corporation ("YCC") was engaged by the County to perform general construction in connection with the development and construction of a Composite Performance Implementation and Plant Expansion at the New Rochelle Waste Water Treatment Plant (Contract No. 08-540) and the construction of a new building known as the Biological Nutrient Removal Facility at the New Rochelle Waste Water Treatment Plant (Contract No. 09-514) (collectively, the "Projects"). During the course of construction, various disputes arose between YCC and the County regarding the Projects. Ultimately, in 2015, YCC commenced litigation against the County and others, seeking in excess of \$37,000,000 from the County.

During the course of litigation, various settlement discussions were held. On May 26, 2020, a settlement proposal was submitted to your Board, proposing to settle the matter for \$7,000,000. At that time, motions for summary judgment were outstanding. Subsequent to the submission of that legislation, and before your Board voted on it, summary judgment was granted in favor of the County.

YCC moved to renew and reargue before the Supreme Court, arguing both that the summary judgment decision was wrong, and that there was an intervening settlement with the County. Following additional motion practice, discovery, and briefing on those issues, the Supreme Court issued a decision on April 13, 2023 which adhered to its prior decision on summary judgment, and found that there was no enforceable settlement. YCC has filed a notice of appeal from that decision.

Since then, YCC and the County have negotiated a proposed settlement in the amount of \$250,000.00, which would resolve all outstanding issues from this litigation, and would result in withdrawing the notice of appeal. I, together with our outside counsel Ira Schulman, recommend this settlement. Therefore, I am requesting that this Board approve the accompanying Act authorizing the settlement of all remaining claims in the action through the payment of \$250,000.00 to YCC.

Very truly yours,



JOHN M. NONNA
Westchester County Attorney

JMN/jra
Enclosure

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of “AN ACT authorizing the County Attorney to Settle the Lawsuit of *Yonkers Contracting v. County of Westchester, et al.*, pending in the Appellate Division of the Supreme Court of the State of New York Docket No. 2023-04276.”

Your Committee is informed that Yonkers Contracting Corporation (“YCC”) was engaged by the County to perform general construction in connection with the development and construction of a Composite Performance Implementation and Plant Expansion at the New Rochelle Waste Water Treatment Plant (Contract No. 08-540) and the construction of a new building known as the Biological Nutrient Removal Facility at the New Rochelle Waste Water Treatment Plant (Contract No. 09-514) (collectively, the “Projects”). During the course of construction, various disputes arose between YCC and the County regarding the Projects. Ultimately, in 2015, YCC commenced litigation against the County and others, seeking in excess of \$37,000,000 from the County.

Your Committee is further informed that during the course of litigation, various settlement discussions were held. On May 26, 2020, a settlement proposal was submitted to your Board, and then referred to committee, proposing to settle the matter for \$7,000,000. At that time, motions for summary judgment were outstanding. Subsequent to the submission of that legislation, and before the item was moved out of committee, summary judgment was granted in favor of the County.

Your Committee is aware that YCC moved to renew and reargue before the Supreme Court, arguing both that the summary judgment decision was wrong, and that there was an intervening

settlement with the County. Following additional motion practice, discovery, and briefing on those issues, the Supreme Court issued a decision on April 13, 2023 which adhered to its prior decision on summary judgment, and found that there was no enforceable settlement. YCC has filed a notice of appeal from that decision.

Your Committee is informed that YCC and the County have negotiated a proposed settlement in the amount of \$250,000.00, which would resolve all outstanding issues from this litigation, and would result in withdrawing the notice of appeal. The County Attorney, and the County's outside counsel Ira Schulman, have recommended that the County accept this settlement as a fair and equitable resolution of this action. Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

Dated: White Plains, New York
 , 2023

COMMITTEE ON

AN ACT authorizing the County Attorney to Settle the Lawsuit of *Yonkers Contracting v. County of Westchester, et al.*, pending in the Appellate Division of the Supreme Court of the State of New York Docket No. 2023-04276

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

Section 1. The County Attorney is hereby authorized to settle the lawsuit of *Yonkers Contracting Corp. v. County of Westchester, et al.*, by payment from the County in an amount of \$250,000.00.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.

Date: November 9, 2023

To: Hon. Vedat Gashi Sunday Vanderberg
Chairman, Board of Legislators Clerk, Board of Legislators

From: John M. Nonna
County Attorney



Re: Legislation to authorize the County to enter into an agreement to retain, at County expense, the law firm of Jackson Lewis P.C. — Rule 13.1 Request for Immediate Consideration

Attached please find legislation that would, if approved, authorize the County to enter into an agreement to retain, at County expense, the law firm of Jackson Lewis P.C. to serve in an “of counsel” capacity to the County Attorney, as needed, in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

I respectfully request that the Board of Legislators add the attached legislation to the agenda for its November 13, 2023 meeting, pursuant to Rule 13.1 of the Rules of the County Board of Legislators (LWC §960.01).

Please let me know if you have any questions concerning either the legislation or this request. Thank you.

JMN/bdm/nn



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

November 9, 2023

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 is an Act that, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Jackson Lewis P.C. ("Jackson Lewis") to serve in an "of counsel" capacity to the County Attorney, as needed, (the "Services") in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

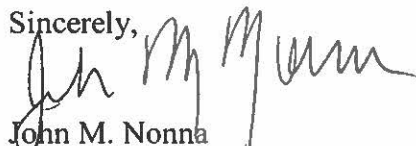
The term of the proposed Agreement will commence on September 27, 2023 and continue until the County determines, in its sole discretion, that the Services are no longer required.

Under the proposed Agreement, Jackson Lewis will be paid a total amount not-to-exceed Fifty Thousand Dollars (\$50,000.00), payable at a rate of Five Hundred and Fifty Dollars (\$550.00) per hour for the services of all principals of the firm, and payable at a twenty percent (20%) discount off of standard rates for the services of all other timekeepers.

Procurement of the Services is exempt from the competitive procurement requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(x) thereof.

The proposed Act does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. No environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

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

Sincerely,

John M. Nonna
County Attorney

JMN/bdm/nn

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

Your Committee is in receipt of a communication from the County Attorney recommending the approval of an Act that, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an agreement (the “Agreement”) to retain, at County expense, the law firm of Jackson Lewis P.C. (“Jackson Lewis”) to serve in an “of counsel” capacity to the County Attorney, as needed, (the “Services”) in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

The County Attorney has advised your Committee that the term of the proposed Agreement will on September 27, 2023 and continue until the County determines, in its sole discretion, that the Services are no longer required.

The County Attorney has advised your Committee that, under the proposed Agreement, Jackson Lewis will be paid a total amount not-to-exceed Fifty Thousand Dollars (\$50,000.00), payable at a rate of Five Hundred and Fifty Dollars (\$550.00) per hour for the services of all principals of the firm, and payable at a twenty percent (20%) discount off of standard rates for the services of all other timekeepers.

The County Attorney has advised your Committee that procurement of the Services is exempt from the competitive procurement requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(x) thereof.

Your Committee concurs with the conclusion that the proposed Act does not meet the

definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Accordingly, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

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

After due consideration, your Committee recommends adoption of the proposed Act.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

C:BDM-110823

FISCAL IMPACT STATEMENT

SUBJECT: Jackson Lewis P.C. -Labor Law

☐ 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 NTE \$50,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101_18_1000_4923- NTE \$50,000 Term will commence on September 27, 2023

and continue until the County determines, in its sole discretion, that the services are no longer required.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An act authorizing the County to retain , at County expense, the law firm of Jackson Lewis P.C. to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: October 19, 2023

Reviewed By: 
PH Budget Director

Date: 10/19/23

ACT NO. 2023 - _____

AN ACT authorizing the County to retain, at County expense, the law firm of Jackson Lewis P.C. to serve in an “of counsel” capacity to the County Attorney, as needed, in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an agreement (the “Agreement”) to retain, at County expense, the law firm of Jackson Lewis P.C. (“Jackson Lewis”) to serve in an “of counsel” capacity to the County Attorney, as needed, (the “Services”) in connection with the provision of legal advice and counsel regarding labor, employment, and benefits law.

§2. The Agreement shall be for a term that will commence on September 27, 2023 and continue until the County determines, in its sole discretion, that the Services are no longer required. For the Services, Jackson Lewis will be paid a total amount not-to-exceed Fifty Thousand Dollars (\$50,000.00), payable at a rate of Five Hundred and Fifty Dollars (\$550.00) per hour for the services of all principals of the firm, and payable at a twenty percent (20%) discount off of standard rates for the services of all other timekeepers.

§3. The County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to carry out the purposes of this Act.

§4. This Act shall take effect immediately.