

Board of Legislators Meeting Agenda



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

Monday, May 20, 2024

7:00 PM

Legislative Chambers

Regular Meeting

CALENDAR 12 (CONSENT)

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

Legislator Ulaj will be participating remotely from 520 White Plains Road, Tarrytown, NY 10591.

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

CALL TO ORDER

MINUTES APPROVAL

May 6, 2024, 7pm, Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. [2024-119](#) **PH - Local Law Amending Chapter 780**

A Public Hearing on "A LOCAL LAW amending Chapter 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action." [Public Hearing set for May 20, 2024 at 7:30 p.m.].
LOCAL LAW INTRO: 2024-120.

SUBMITTED BY: COMMITTEE ON LEGISLATION AND LAW & MAJOR CONTRACTS

Speakers _____

*Please see Standing Committee Item No. 2024 -120 for back-up.

2. [2024-160](#) PH-Amend Lease Agreement with Port Chester Gateway LLC

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester to amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029.

[Public Hearing set for May 20, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024-161.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND BUDGET & APPROPRIATIONS

Speakers _____

*Please see Standing Committee Item No. 2024 -161 for back-up.

3. [2024-216](#) PH - Indian Point Energy Center Tax Exemption

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester to exempt from taxation, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center, and to enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes for those properties." [Public Hearing set for May 20, 2024 at 7:30 p.m.]. Local Law Intro: 2024-217.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Speakers _____

*Please see Standing Committee Item No. 2024 - 217 for back-up.

4. [2024-218](#) PH - Proposed PILOT Agreement

A Public Hearing on the proposed agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes, in accordance with provisions of Section 485 of the New York Real Property Tax Law, for certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center. [Public Hearing set for May 20, 2024 at 7:30 p.m.].

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Speakers _____

*Please see Standing Committee Item No. 2024 - 217 for back-up.

UNFINISHED BUSINESS**I. COMMUNICATIONS****A. COUNTY EXECUTIVE****SI. 1. [2024-291](#) CBA-BPR03-Woodfield Cottage Infrastructure**

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project BPR03 - Woodfield Cottage Infrastructure.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND

PUBLIC WORKS & TRANSPORTATION**SI. 2. [2024-292](#) BOND ACT-BPR03-Woodfield Cottage Infrastructure**

A BOND ACT authorizing the issuance of FOUR MILLION (\$4,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPR03 - Woodfield Cottage Infrastructure.

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

SI. 3. [2024-293](#) CBA-RPA04-General Infrastructure Pathways and Trails II

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project RPA04 General Infrastructure Pathways and Trails II.

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

SI. 4. [2024-294](#) BOND ACT-RPA04-General Infrastructure Pathways and Trails II

A BOND ACT authorizing the issuance of THREE HUNDRED THIRTY THOUSAND (\$330,000) DOLLARS in bonds of Westchester County to finance Capital Project RPA04 - General Infrastructure Pathways and Trails II.

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

SI. 5. [2024-295](#) ACT-WCHCC-Medical Services to Employees of Dept. of Health & Dept. of Labs and Research

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

SI. 6. [2024-296](#) ACT-Sexual Risk Avoidance Education Program

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

SI. 7. [2024-300](#) CBA-SLI04-Mamaroneck WRRF BNR Media and Aeration Equipment Replacement

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project SL 104 - Mamaroneck Waste Water Resource Recovery (WRRF) BNR Media and Aeration Equipment Replacement.

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

SI. 8. [2024-301](#) BOND ACT(Amended)-SLI04-Mamaroneck WRRF BNR Media and Aeration Equipment Replacement

A BOND ACT (Amended) authorizing the issuance of an additional FIFTEEN MILLION (\$15,000,000) DOLLARS in bonds of Westchester County, making the total Bond Act FORTY-NINE MILLION, FIVE HUNDRED THOUSAND (\$49,500,000) DOLLARS to finance Capital Project SL104 - Mamaroneck Waste Water Resource Recovery (WRRF) BNR Media and Aeration Equipment Replacement.

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

SI. 9. [2024-302](#) ACT-Year-End Transfers Across County Departments

AN ACT authorizing the transfer of appropriations across County departments in the amount of SEVENTY-FOUR MILLION, FOUR HUNDRED NINE THOUSAND, NINE HUNDRED SEVENTY-SEVEN (\$74,409,977) DOLLARS.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 10.[2024-303](#) RES-Year-End Transfers Within Various Departments

A RESOLUTION authorizing the transfer of appropriations within various departments in the amount of THIRTY-ONE MILLION, SEVEN HUNDRED FORTY THOUSAND, FIVE HUNDRED THIRTY-THREE (\$31,740,533) DOLLARS.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 11.[2024-304](#) ACT-2023 Budget Amendment

AN ACT authorizing the amendment of the 2023 County Operating Budget in the amount of TWENTY-EIGHT MILLION, ONE HUNDRED FORTY-FIVE THOUSAND, FOUR HUNDRED FORTY-NINE (\$28,145,449) DOLLARS and the 2023 County Special Districts Budget in the amount of ONE MILLION, FOUR HUNDRED TWENTY-TWO THOUSAND (\$1,422,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B. COUNTY ATTORNEY

1. [2024-288](#) ACT - Lawsuit Settlement Dalton v. Westchester County et al.

AN ACT authorizing the County Attorney to settle the lawsuit of Thomas Dalton v. Orange County and Westchester County in the amount of TWO HUNDRED NINETY-FIVE THOUSAND (\$295,000) DOLLARS, inclusive of attorney's fees.

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

C. LEGISLATORS**1. [2024-262](#) IMA - City of New Rochelle - National Night Out**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of New Rochelle, acting by and through its Police Department, pursuant to which the City of New Rochelle will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed FOUR THOUSAND, ONE HUNDRED TWENTY (\$4,120.00) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

2. [2024-263](#) IMA - City of Peekskill - National Night Out

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Peekskill, acting by and through its Police Department, pursuant to which the City of Peekskill will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed TWO THOUSAND (\$2,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

3. [2024-289](#) HON. MARGARET A. CUNZIO: Request for removal from W.C. Saw Mill Sanitary Sewer District - 127 Palmer Lane, Thornwood

Forwarding correspondence from the Town of Mt. Pleasant requesting removal from the Westchester County Saw Mill Sanitary Sewer District - 127 Palmer Lane, Thornwood.

COMMITTEE REFERRAL: COMMITTEE ON PUBLIC WORKS & TRANSPORTATION

SI. 4. [2024-305](#) Legislators Tubiolo, Smith and Ulaj - Memo of Legislation - Mandating Apprenticeship Opportunities on Certain County Construction Projects

A Memo of Legislation to require all contractors and approved subcontractors seeking to contract with the County have a NYS DOL approved apprenticeship program in place prior to the award of any construction contract in excess of \$250,000.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND LABOR & HUMAN RIGHTS

SI. 5. [2024-306](#) LEGISLATORS BOYKIN AND CUNZIO - PH - Amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Legislator

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Westchester County Legislator." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-307.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND LABOR & HUMAN RIGHTS**SI. 6. [2024-307](#) Legislators Boykin and Cunzio - LL - Amending Chapter 107 of the Laws of Westchester County to modify the length of terms for WC Legislator**

A LOCAL LAW amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Westchester County Legislator.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND LABOR & HUMAN RIGHTS**D. OTHERS****II. NOTICES & PETITIONS****III. STANDING COMMITTEES****1. [2024-120](#) LL - Amending Chapter 780**

A LOCAL LAW amending Chapter 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action."

SUBMITTED BY: COMMITTEE ON LEGISLATION AND LAW & MAJOR CONTRACTS

Local Law Intro No. 120 - 2024

VOTE _____

2. [2024-161](#) LOCAL LAW-Amend Lease Agreement with Port Chester Gateway LLC

A LOCAL LAW authorizing the County of Westchester to amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND BUDGET & APPROPRIATIONS

Local Law Intro No. 161 - 2024

VOTE _____

3. [2024-217](#) LL - Indian Point Energy Center Tax Exemption

A LOCAL LAW authorizing the County of Westchester to exempt from taxation, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center, and to enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes for those properties.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Local Law Intro No. 217 - 2024

VOTE _____

4. [2024-223](#) IMA-School Resource Officers-North Salem Central School District

AN ACT authorizing the County of Westchester to renew an intermunicipal agreement with the North Salem Central School District whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers at the District's Middle/High School and at the District's Pequenakonck Elementary School for a five (5) year term.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2024

VOTE _____

5. [2024-249](#) PH-Amend Lease Agreement with Brooks Shopping Centers, LLC

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College, to amend the lease agreement with Brooks Shopping Centers, LLC, for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase to the total amount payable under the lease by an amount of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for work required by WCC to be able to operate as a 21st century facility. [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-250.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

RESOLUTION _____ - 2024

VOTE _____

6. [2024-252](#) IMA-Sixth Grade Leadership Academy-Yonkers

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2024 and expiring on June 30, 2025, for a total amount of TWO HUNDRED TWENTY THOUSAND (\$220,000) DOLLARS, comprised of an amount not to exceed ONE HUNDRED TEN THOUSAND (\$110,000) DOLLARS payable by the County plus a 100% match from the Municipality.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

ACT _____ - 2024

VOTE _____

7. [2024-264](#) IMA-Youth Development Program-Mount Vernon

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the City of Mount Vernon will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2024 and expiring on December 31, 2024 for a total amount not to exceed ONE HUNDRED EIGHTY THOUSAND, SEVEN HUNDRED

EIGHTEEN (\$180,718) DOLLARS.

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

ACT _____ - 2024

VOTE _____

8. [2024-266](#) **APPT-Youth Board-Kerr**

A RESOLUTION appointing Brian Kerr as a member of the Westchester County Youth Board for the term February 28, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

9. [2024-267](#) **APPT-Youth Board-Jimenez**

A RESOLUTION appointing Joanna Jimenez as a member of the Westchester County Youth Board for the term April 2, 2024 to December 31, 2026.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

10. [2024-272](#) **APPT-Housing Opportunity Commission-Kotval**

A RESOLUTION appointing Anahaita N. Kotval as a member of the Westchester County Housing Opportunity Commission for the term April 1, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

11. [2024-274](#) **APPT-Hispanic Advisory Board-Fasack**

A RESOLUTION appointing Maritza Fasack as a member of the Westchester County Hispanic Advisory Board for the term March 25, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

12. [2024-277](#) **REAPPT-Advisory Council on People with Disabilities-Rossi**

A RESOLUTION reappointing Lucille Rossi as a member of the Westchester County Advisory Council on People with Disabilities for the term January 31, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

13. [2024-278](#) REAPPT-Advisory Council on People with Disabilities-Horowitz

A RESOLUTION reappointing Carin Horowitz as a member of the Westchester County Advisory Council on People with Disabilities for the term January 31, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

14. [2024-279](#) REAPPT-Advisory Council on People with Disabilities-Mark

A RESOLUTION reappointing Liz Mark as a member of the Westchester County Advisory Council on People with Disabilities for the term January 31, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

15. [2024-280](#) REAPPT-Advisory Council on People with Disabilities-DeGatano

A RESOLUTION reappointing Terry DeGatano as a member of the Westchester County Advisory Council on People with Disabilities for the term January 1, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

16. [2024-287](#) ACT - Agreement Amendment - McCarthy Fingar, LLP.

AN ACT authorizing the County to amend an agreement with the law firm of McCarthy Fingar LLP, as previously amended pursuant to which the firm serves in an "of counsel" capacity to the County Attorney, as needed, in connection with a matter concerning a will and an indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the agreement by TWENTY-SIX THOUSAND (\$26,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2024

VOTE _____

SI. 17. [2024-226](#) BOND ACT-SY058-2498-Yonkers Joint WRRF Info Tech Infrast. Upgrade

A BOND ACT authorizing the issuance of EIGHT HUNDRED FIFTY THOUSAND (\$850,000) DOLLARS in bonds of Westchester County to finance Capital Project SY058 - Yonkers Joint Water Resource and Recovery Facility (WRRF) Info Tech Infrastructure Upgrade.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

SI. 18.2024-229 **BOND ACT-SPK26-McGregory Brook Relief Sewer**

A BOND ACT authorizing the issuance of ONE MILLION, NINE HUNDRED THOUSAND (\$1,900,000) DOLLARS in bonds of Westchester County to finance Capital Project SPK26 - McGregor Brook Relief Sewer.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

SI. 19.2024-230 **BOND ACT(Amended)-SPK26-McGregory Brook Relief Sewer**

A BOND ACT (Amended) reflecting the correct estimated maximum cost and the amount of bonds authorized thereunder of TWO MILLION, NINE HUNDRED THOUSAND (\$2,900,000) DOLLARS for projects SOS07, SPK23, SY044 and SY053.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

SI. 20.2024-246 **BOND ACT-BCR64-Correctional Facility Replace Fire Alarm System**

A BOND ACT authorizing the issuance of SIX HUNDRED SIXTY-FIVE THOUSAND (\$665,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR64 - Correctional Facility Replace Fire Alarm System.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PUBLIC SAFETY

BOND ACT _____ - 2024

VOTE _____

SI. 21.2024-247 **BOND ACT-SPC43-Port Chester WRRF Effluent Forcemain**

A BOND ACT authorizing the issuance of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS in bonds of Westchester County to finance Capital Project SPC43 - Port Chester Water Resource Recovery Facility (WRRF) Effluent Forcemain.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

SI. 22.2024-253 **PH-Sewer District Mod-Return-Cortlandt**

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt. [Public Hearing set for _____, 2024 at _____ .m.]. ACT INTRO: 2024-254.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

RESOLUTION _____ - 2024

VOTE _____

[SI. 23.2024-298](#)

ACT - Enter into Agreement with Harco National Ins.

AN ACT authorizing the County of Westchester to enter into an agreement with Harco National Insurance Company, as surety (the "Surety") for Transit Construction Corp., ("Transit"), and with Transit-Halmar, JV, for the County to settle its claim against the Surety regarding Department of Public Works and Transportation Contract No. 19-510, (the "Contract"), whereby the Surety shall tender to the County, the services of Transit-Halmar, JV, and Trasnit-Halmar, JV shall agree to complete the remaining work under the Contract.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

***Please note: This County Attorney communication was placed directly into committee for immediate consideration.**

ACT _____ - 2024

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. [2024-290](#) **Memorial Resolutions 8-2024**

HON. NANCY BARR: Grazzietta "Grace" Ferrante

HON. MARGARET A. CUNZIO: Paul E. Morris, Ken Tierney

HON. DAVID J. TUBIOLO: James Hegarty, Vincent Pici

ADJOURNMENT

Next Meeting: June 3, 2024, at 7pm.

RESOLUTION NO. 59 - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 120 2024, entitled, "A LOCAL LAW amending Chapter 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action." The public hearing will be held at ^{7:30}p.m. on the 20 day of May, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending Chapters 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action.”

Your Committee is advised that New York State Law provides that the county is liable for damages or injuries to a person or property as a result of property that is “defective, out of repair, unsafe, or dangerous . . . in [a county’s] actual physical possession, control or operation” (New York State County Law (County Law) § 53(2)), but every local government is empowered to adopt and amend local laws in regards to the “presentation, ascertainment, disposition, and discharge of claims against it” (New York State Municipal Home Rule Law (MHRL) § 10(1)(ii)(a)(5)).

Your Committee is further advised that, in an exercise of their home rule power, local governments may choose to limit their liability in regards to “any street, highway, bridge, culvert, sidewalk or crosswalk” in their charge and control by requiring that they receive “prior written notice” of a defective condition within a reasonable time, in order for a claimant to maintain a lawsuit for personal injuries against the municipality. New York State General Municipal Law (GML) § 50-e(4). New York State Law requires, however, that where there is no prior written notice of a defective condition, a local municipality may nevertheless be held liable if it had constructive notice of the defect, but only in regards to highways, bridges, and culverts. New York State Highway Law (HL) § 139(2)).

Your Committee is informed that, in 1992, pursuant its home rule power, Westchester County enacted Chapter 780 of the Laws of Westchester County (LWC) to require prior written notice as a condition precedent to any lawsuit against the County for any defect, unsafe or dangerous condition,

including the existence of snow or ice, on any “road, street, highway, bridge, culvert, sidewalk or crosswalk.” LWC §§ 780.01. The County’s prior written notice law also provides a constructive notice exception to the prior notice limitation as required by New York State Law, but the exception was expanded beyond New York State law to include streets, sidewalks, and crosswalks. *Id.*

Your Committee is further informed that the County’s prior written notice law is expansive and outdated and should be amended to incorporate favorable developments in decisional law, in addition to placing limitations on the application of constructive notice not mandated by New York State Law. The New York State Court of Appeals has expanded prior written notice protection to include that which is the “functional equivalent” of those categories allowed under New York State Law. While New York State Law requires that counties must provide for constructive notice with regard to defects or dangerous conditions on highways, bridges, and culverts (except those involving snow and ice), the County’s law goes further and makes its constructive notice exception apply to streets, sidewalks, and crosswalks as well. (*Compare* LWC § 780.01 with HL § 139(2)).

Your Committee notes that, as a consequence, the County is and has been needlessly liable over the last thirty years for damages as a result of claims that would otherwise be dismissed for lack of prior written notice, if the constructive notice exception in LWC § 780.01 did not apply so broadly.

Your Committee is further notes that the proposed amendments incorporate the Court of Appeals’ expansion of prior written notice protection to cover stairways, parks, and parking lots, as well as any encumbrances thereon or attachments thereto that are necessary for the functioning of a building, structure, encumbrance or attachment under the jurisdiction of the County. The proposed amendments also eliminate the constructive notice exception for streets sidewalks, and crosswalks since it is not required by New York State law.

Your Committee is further informed that the proposed amendments also eliminate the constructive notice exception language because it is not necessary to have such a provision since the Courts have routinely read the exception into local municipal laws that do not expressly provide it. As such, it is recommended that constructive notice be removed from the County's law since it is already a requirement of New York State law.

Your Committee is further informed that the proposed amendments do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: April 15, 2024
White Plains, New York

Margaret A. Cicio
Colin [Signature]
Daniel [Signature]
Benjamin Baykutt

Legislation

Nancy [Signature]
Colin [Signature]
Daniel [Signature]
Eva [Signature]

Law & Major Contracts

COMMITTEE ON

LOCAL LAW INTRO. NO. 2024

A LOCAL LAW a Local Law amending Chapter 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action.

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

Section 1. Chapter 780 of the Laws of Westchester County is hereby amended to read as follows:

Chapter 780

Sec. 780.01. - Notice of defective condition required prior to maintenance of civil action.

- a. No civil action shall be maintained against the County or any of its departments, agencies, offices, boards, commissions, subdivisions, its officers or employees for damages or injuries to person or property sustained ~~in consequences~~ by reason of any road, street, parking lot and parking field, highway, guide rail, bridge, viaduct or overpass, culvert, sidewalk, ~~or~~ crosswalk, walkway, pathway, boardwalk, step, stairs, or stairway, crosswalk, underpass, ramp, runway or taxiway, tree, tree limb, bush, or vegetation, or building or other property and land, or any part or portion of any of the foregoing including any encumbrances thereon or attachments thereto, under the jurisdiction of the County, allegedly being defective, out of repair, unsafe, dangerous, ~~or~~ obstructed, or in consequence of the existence of snow or ice thereon, unless the County received prior written notice within a reasonable time before said injury or property damage was sustained, of such defective, unsafe, dangerous, or obstructed condition, or that snow or ice existed on or around the items identified above, specifying the particular place and nature of the alleged condition, ~~was actually given to the Clerk of the Board of Legislators or the Commissioner of Public~~

~~Works and Transportation and there was a failure or neglect within a reasonable time after the giving of such notice to repair or remove the defect, danger, or obstruction, or snow or ice complained of or to make the place otherwise reasonably safe, in the absence of such notice, unless such defective, unsafe, dangerous, or obstructed condition existed for so long a period that the same should have been discovered and remedied in the exercise of reasonable care and diligence; nor shall any civil action be maintained against the County, its officers or employees for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any road, street, highway, bridge, culvert, sidewalk or crosswalk, unless prior written notice thereof, specifying the particular place, was actually given to the Clerk of the Board of Legislators or Commissioner of Public Works and Transportation and there was a failure or neglect to cause such snow or ice to be removed or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.~~

- b. “Reasonable time” shall mean (i) at least 30 days for conditions other than ice and snow, and (ii) at least 72 hours for conditions caused by snow or ice prior to an incident, in which damages or injuries to a person or property occurred.
- c. Prior written notice shall be made in writing by certified or registered mail to the Clerk of the Board of Legislators or Commissioner of Public Works and Transportation.

Sec. 780.11. - Submission of notices to Clerk.

The Commissioner of Public Works and Transportation shall transmit in writing to the Clerk of the Board of Legislators, within ten days after receipt thereof, all written notices received by him or her pursuant to section 780.01.

Sec. 780.21. – Record of notices.

The Clerk of the Board of Legislators shall keep an indexed record, in a separate book, of all written notices which he or she shall receive pursuant to section 780.01 or section 780.11 of the existence of such defective, unsafe, dangerous, ~~or~~ obstructed condition, or snow or ice which record shall set forth the date of receipt of such notice, the nature and locations of the condition stated to exist and the name and address of the person from whom the notice is received. The record of each notice shall be preserved for a period of five years after the date it is received.

Sec. 780.31. – Other duties not affected.

Nothing set forth in this chapter shall relieve a claimant from compliance with any other provision of law, including but not limited to timely service of a notice of claim in accordance with law.

Section 3. Effective Date. This Local Law shall take effect immediately after enactment.

jsw-2-8-2024

RESOLUTION NO. -65 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 161 -2024 entitled "A LOCAL LAW authorizing the County of Westchester to amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029." The public hearing shall be held at 7:30 pm on the 20th day of May, 2024, in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: _____, 2024
White Plains, New York

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) acting by and through its Department of Public Works and Transportation, to amend the lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”), for the leasing by the County of 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as the “One Gateway Plaza” (the “Leased Premises”), for a term of five (5) years, which commenced on June 1, 2019 and expires on May 31, 2024, in order to, among other things, extend the initial term of the Agreement for an additional term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029, with the County having the option, at its sole discretion, to further extend the term of the Lease for an additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034, for a term under the Lease of fifteen (15) years total (the “First Amendment”).

Your Committee is advised that on August 1, 2019, the Board of Acquisition and Contract authorized the County to enter into the Lease for a term of five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024 (the “Initial Term”). The Lease was duly executed on or about November 5, 2019. Pursuant to Section 104.11(5)(e) of the Laws of Westchester County, however, leases of the property of others for County purposes for terms exceeding ten years may be made only by local law. As the proposed First Amendment may extend the term of the Lease beyond the authority of the Board of Acquisition and Contract, it is necessary for your Honorable Board to authorize the proposed First Amendment.

Your Committee is also advised that under the proposed First Amendment, the County will, among other things, extend the Initial Term of the Lease for a term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029 (“First Renewal Term”), with the County having the option, at its sole discretion, to further extend the term of the Lease for an

additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034 (“Second Renewal Term”), for a term under the Lease of fifteen (15) years total.

Pursuant to the First Amendment, the Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the Initial Term. Thereafter, the Base Rent will increase annually by three percent (3%) each year during the term of the proposed First Amendment, as set forth below:

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

If the County exercises its option to further extend the term of the Lease, the Annual Base Rent and Monthly Base Rent for the Leased Premises during the Second Renewal Term shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

Your Committee is further advised that, under the proposed First Amendment, the County will continue to pay annually, during the term of the First Amendment, its proportionate share of Landlord’s operating costs, which covers operating and service expenses associated with the County’s use of the Leased Premises during the term of the proposed First Amendment.

Your Committed is advised that in consideration for the extension of the term under the First Amendment, the Landlord will complete the following work, during non-business hours, on a

mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

Your Committee is further advised that as additional consideration, the Landlord will also provide the following additional services during the term of the proposed First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

Your Committee is further advised that, pursuant to the proposed First Amendment, the Landlord will now be responsible for any extermination services needed at the Leased Premises. Furthermore, the Landlord will use its best efforts to provide the County with the right to park an additional compact car in a third Assigned On-Site Space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

Your Committee is also advised that the Leased Premises are occupied by the Westchester County's Department of Health, for the Women, Infant and Children Nutrition Services ("WIC") Program. The public purpose of the Lease and the proposed First Amendment is to continue to provide for the continuance of the operation of the essential WIC Program.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed First Amendment may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617.5(c)(1) ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Upon careful consideration, your Committee finds the proposed First Amendment to be in the County's best interests and therefore your Committee recommends approval of the proposed Local Law.

Dated: April 15, 2024
White Plains, New York

Margaret A. Cicio

Colin Doherty
Xena
J. Doherty

Legislation

COMMITTEE ON

c/cmc/03.07.24

James B. Kelly

Mittie
James B. Kelly
Colin Doherty
J. Doherty

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: 1 Gateway Plaza Lease Renewal

☐ 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 \$ 26,460

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-46-3300-3343-4320-GGDS

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: The Operating expenses for this lease extension are: \$46,153.80 (2025), \$47,538.41 (2026), \$48,964.57 (2027), \$50,433.50 (2028) and \$21,272.12 (2029).

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation


Date: February 20, 2024

Reviewed By: 

Budget Director

Date: 3/12/24

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

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

DATE: March 6, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
ONE GATEWAY PLAZA, PORT CHESTER**

PROJECT/ACTION: Lease of approximately 1,680 square feet of office space at One Gateway Plaza, located at 55 South Main Street in Port Chester, for use by the County's Department of Health in connection with its Women, Infant and Children Nutrition Services (WIC) Program. The County has been leasing this space for this purpose since 2019. A local law is needed to allow the County to continue leasing this site beyond 5 years. The current authorization will allow the County to lease the space for 5 more years with an option to renew for an additional 5 years. The lease includes the use of several parking spaces as well as a short list of interior improvements to be undertaken by the landlord.

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

- **617.5(c)(1):** maintenance or repair involving no substantial changes in an existing structure or facility; and
 - **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: None.

DSK/cnm

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

A LOCAL LAW authorizing the County of Westchester to amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029.

NOW, THEREFORE, 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 amend its lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”), the term of which commenced on June 1, 2019 and expires on May 31, 2024, for 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as the “One Gateway Plaza” (the “Leased Premises”), in order to extend the term of the Lease for an additional five (5) years commencing on June 1, 2024 (the “First Renewal Term”), and grant the County an option to further extend the term of the Lease for an additional term of five (5) years commencing on June 1, 2029 (“Second Renewal Term”), similar to the form annexed hereto and made a part hereof as Schedule “A” (the “First Amendment”).

§2. The Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the initial term, expiring on May 31, 2024. Thereafter, the Base Rent will increase annually by three percent (3%) during the term of the First Amendment, as set forth below.

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

During the Second Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

§3. As consideration for the extension of the term under the First Amendment, the Landlord shall complete the following work, during non-business hours, on a mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County:

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

§4. As additional consideration under the First Amendment, the Landlord shall also provide the following additional services during the term of the First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

§5. The Landlord shall also be responsible for any extermination services needed at the Leased Premises and use its best efforts to provide the County with the right to park an additional compact car in one additional Assigned On-Site Space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

§6. All other terms and conditions of the Lease, shall remain unchanged and in full force and effect.

§7. The County Executive or his duly authorized designee is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§8. This Local Law shall take effect immediately.

FIRST AMENDMENT TO LEASE

THIS First Amendment to Lease ("First Amendment"), dated as of the ____ day of December, 2023 (the "Effective Date") by and between **PORT CHESTER GATEWAY LLC** ("Landlord"), a New York limited liability company having an address at c/o DeLaurentis Management Corp., 384 Mamaroneck Avenue, White Plains, NY 10605, and **THE COUNTY OF WESTCHESTER** ("Tenant"), having an address at c/o Office of the County Executive, 148 Martine Avenue, Room 901, White Plains, New York 10601

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated as of June 1, 2019 (the "Lease"), covering certain premises (the "Premises") consisting of approximately 1,680 rentable square feet located on the first floor in the building (the "Building") known as and having an address at One Gateway Plaza, 55 S. Main Street, Port Chester, NY 10573 (said Building and the land upon which the Building is located, together with any other improvements on said land, are hereinafter, collectively, referred to as the "Real Property");

WHEREAS, the Term of the Lease is scheduled to expire on May 31, 2024; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease for five (5) years from the June 1, 2024 until May 31, 2029 and to otherwise amend the Lease, as more specifically set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. AMENDED LEASE TERMS:

(a) Option to Extend: Tenant shall have two (2) options to extend (the first option to extend shall be hereinafter referred to as the "First Option to Extend", the second option to extend shall be hereinafter referred to as the "Second Option to Extend", and both options to extend shall be hereinafter, collectively, referred to as the "Options to Extend") the Term of the Lease, each for an additional period of five (5) years (the first option term shall be hereinafter referred to as the "First Option term", the second option term shall be hereinafter referred to as the "Second Option Term", and both option terms shall be hereinafter, collectively, referred to as the "Option Terms"). Each Option Term shall be on all of the terms and conditions of the Lease, except that the Base Rent for each Option Term shall be as set forth in subparagraph 1(c) below and the Expiration Date (as such term is used in the Lease) during the First Option Term shall be "May 31, 2029" and the Expiration Date during the Second Option Term shall be "May 31, 2034". Each Option to Extend may be exercised only by written notice of exercise given by Tenant in accordance with Section 14 of the Lease at least thirty (30) days prior to the then applicable Expiration Date with time of the essence as to said time period. Failure to so exercise within such period shall render any subsequent attempted exercise void and of no effect, any principles of law to the contrary notwithstanding. Each Option to Extend may not be exercised if (i) Tenant has assigned this Lease or has at any times subleased any

portion of the Premises, (ii) Tenant shall have committed a default hereunder which has not been cured either at the time of the attempted exercise or at the time of the proposed commencement of the applicable Option Term, or (iii) Tenant has defaulted in payment of Base Rent more than two (2) times in any lease year prior to said attempted exercise of the applicable Option to Extend.

(b) Exercise of First Option to Extend: Notwithstanding anything contained in the Lease or this First Amendment to the contrary, (i) it is acknowledged by the parties that Tenant hereby exercises the First Option to Extend and (ii) the First Option Term shall commence June 1, 2024 and the Expiration Date shall be May 31, 2029.

(c) Rent: During the First Option Term, the Annual Base Rent and Monthly Base Rent for the Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

During the Second Option Term, the Annual Base Rent and Monthly Base Rent for the Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

(d) Landlord's Work: In consideration of the extension of the Term of the Lease as set forth above, Landlord hereby agrees to do the following work, during non-business hours, on a mutually agreeable work schedule, and shall complete said work no later than six (6) months after the commencement of the First Option Term:

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) Landlord shall use its best efforts to install soundproofing between the Premises and the adjacent space being used by a dental office.

Notwithstanding the foregoing to the contrary, in the event the soundproofing work completed by the Landlord is insufficient to eliminate or reduce the sound noise derived from the

dental office to reasonable levels, the County, may require the Landlord to conduct additional soundproofing work, or, in the alternative, may, but shall not be obligated, to undertake, further soundproofing and offset costs against future rent owed under this Lease.

(e) Additional Obligations: Landlord hereby agrees to provide the following services during the Term:

- (i) service the dehumidifiers at the Premises on a monthly basis; and
- (ii) make warm/hot water available to the Premises.

(f) Real Estate Tax Escalations: Section 6.1(e) of the Lease is hereby amended by inserting the following at the end of the third sentence of said Section 6.1(e), as follows:

"For the purpose of determining this amount during the term of the First Amendment, the base value of Taxes applicable to the Real Property shall be, collectively, all of the real estate taxes, special and other assessments levied, assessed or imposed upon or against the Real Property and all water and sewer charges for the Real Property (collectively, the "Taxes") for the tax year 2023/2024, (i.e. for (i) town and county taxes the tax year January 1, 2024 thru December 31, 2024, (ii) school taxes the tax year July 1, 2023 thru June 30, 2024, and (iii) village taxes the tax year June 1, 2023 thru May 31, 2024 (collectively, the "**Base Tax Year**"))."

(g) Operating Expenses: Section 6.1(f) of the Lease is hereby amended by inserting the following at the end of the first sentence of said Section 6.1(f), as follows:

"Commencing for calendar year 2025 (i.e. January 1, 2025 thru December 31, 2025) and for each calendar year thereafter during the Term, Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of any increase in Operating Costs (as hereinafter defined) for the Real Property over the Operating Costs for the calendar year 2024 (i.e. January 1, 2024 thru December 31, 2024) (the "**Base Operating Cost Year**")."

(h) Pest Control: Section 11.7 of the Lease is hereby amended by deleting the last sentence of said Section 11.7 and replacing it with the following:

"Landlord, at its sole cost and expense, shall be responsible for any extermination services needed at the Premises."

(i) Parking: Section 2.4 of the Lease is hereby amended by inserting the following at the end of said Section 2.4:

"Landlord shall use its best efforts to provide Tenant with the right to park a compact car in one (1) more Assigned On-Site Space ("Third Assigned On-Site Space"). In the case that the Landlord's best efforts fail to provide Tenant with the Third Assigned On-Site Space the Off-Site Spaces shall be increased one (1) for a total of four (4) Off-Site Spaces and all terms and conditions set forth in this Section 2.4 shall apply to said fourth (4th) Off-Site Space."

(j) Estoppels: Landlord and Tenant shall each, within thirty (30) days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a mortgagee or prospective purchaser).

2. NO OTHER MODIFICATIONS:

Except as herein modified, all the terms, covenants and conditions of the Lease are hereby reaffirmed and shall remain in full force and effect.

3. BENEFIT OF PARTIES:

This First Amendment shall be binding upon, and inure to the benefit of, the parties to it and their respective successors and assigns.

4. AUTHORITY:

Each signatory of this First Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

5. ENTIRE AGREEMENT:

This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

6. INCONSISTENCIES:

In the case of any inconsistency between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control.

7. DEFINED TERMS:

The capitalized terms used in this First Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this First Amendment.

8. COUNTERPARTS / ELECTRONIC OR FACSIMILE TRANSMITTAL:

This First Amendment may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or

the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The execution and delivery of any counterpart by any authorized person shall have the same force and effect as if that person had executed and delivered all other counterparts.

9. ENFORCEABILITY

This First Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf the day and year first above written.

LANDLORD:

PORT CHESTER GATEWAY LLC

By: _____
Edmond DeLaurentis Jr., as a duly authorized
Managing Member and not individually

TENANT:

THE COUNTY OF WESTCHESTER

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

Authorized by the Board of Legislators of the County of Westchester on the ____ day of _____, 2024, by Act No. 2024 - _____.

Approved:

Senior Assistant County Attorney
The County of Westchester
First Amendment to Lease - County of Westchester
121523.cmc.03.06.2024

ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the limited liability company described in and which executed the within instrument, who being
by me duly sworn did depose and say that he, the said _____
_____ resides at _____ and that
he is _____ of said limited liability company.

Notary Public County

**CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)**

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____;
(Name of State)

that _____ who signed said Agreement on behalf of
(Person Executing Agreement)

the LLC was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager 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 a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

RESOLUTION NO. 81 - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 217 - 2024, entitled "A LOCAL LAW authorizing the County of Westchester to exempt from taxation, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center, and to enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes for those properties." The public hearing will be held at 7:30 p.m. on the 20th day of May, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

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

Your Committee is in receipt of a communication from the County Attorney wherein he requests that your Honorable Board adopt a local law that, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to, (1) exempt the Facility (as defined below) from real property taxes, special *ad valorem* levies, and special assessments imposed by the County and any County improvement district within the County, to the extent provided in Section 490 of the New York Real Property Tax Law, pursuant to Section 485 of the New York Real Property Tax Law (“Section 485”), for the period from January 1, 2024 through December 31, 2029, (the “Exemption”) and (2) enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC (collectively, “Holtec”), pursuant to which Holtec, as owner of the Facility, will make payments in lieu of taxes (“PILOT”) in accordance with the provisions of Section 485, for the period from January 1, 2024 through December 31, 2029 (the “PILOT Agreement”). Your Committee has been advised that the Exemption shall be contingent upon the execution of the PILOT Agreement and shall be effective only for the period during which the PILOT Agreement is in effect.

Your Committee has been advised that the “Facility” is defined as being comprised of the units and associated property and equipment covered by tax parcel numbers SBL # 43-10-2-1 (containing Unit 1, Unit 2, Unit 3, the Independent Spent Fuel Storage Facility, and the Generation Support Building); SBL # 43.10-2-2 (containing the Training Building), and SBL # 43.10-2-3 and # 43.14-2-1.1 (containing associated property and equipment).

Your Committee has been advised that the existing PILOT agreement with the County concerning the Facility expired on December 31, 2023. Your Committee has been advised that the County and the other taxing jurisdictions for the Facility—the Town of Cortlandt (the “Town”) and the Hendrick Hudson Central School District (the “School District”)—have been in negotiations with Holtec, for three years, regarding a new PILOT agreement, and have now come to an agreement.

Your Committee has been advised that the terms of the PILOT Agreement are reflected in the attached draft agreement. Your Committee has been advised that it should be noted that the County, the Town, and the School District obtained an appraisal for the Facility, and that appraisal was the starting point for the valuation for the negotiated PILOT Agreement. Your Committee has been advised that the appraisal was done by Federal Appraisal LLC. Your Committee has been advised that the appraisal valued the Facility at \$298 million based in large part on the fact spent nuclear fuel is being stored on site in dry cask storage facilities. Your Committee has been advised that, following extended negotiations, the parties reached agreement on the gross amount of the PILOT: \$28,241,757. Your Committee has been advised that the County, Town, and School District negotiated an agreed allocation of the gross amount of the PILOT among themselves.

Your Committee has been advised that the proposed local law also provides that the Clerk of the Board shall make all filings concerning the Exemption and the PILOT Agreement that are required by Section 485.

Your Committee has been advised that, under Section 209.141(4) of the Laws of Westchester County, every local law shall be presented in writing and introduced at a meeting of your Honorable Board. Your Committee has been advised that your Honorable Board shall thereupon fix a day for a public hearing thereon before it, not less than five days thereafter, and direct the Clerk of the Board to cause notice of the time and place of such hearing to be published forthwith at least once in one or more newspapers selected by the Clerk of the Board for that purpose and published in the County. Therefore, the County Attorney requests that your Honorable Board review and approve a resolution that will set the time and date for the required public hearing regarding the proposed local law.

Your Committee has been advised that, under subsection 4 of Section 485, before an agreement for payments in lieu of taxes is executed by a taxing district, the taxing district must hold a public hearing on the proposed agreement. Therefore, the County Attorney requests that your Honorable Board review and approve a resolution that will set the time and date for the required public hearing regarding the PILOT Agreement.

According to the memorandum from the Planning Department, dated January 8, 2024, which is on file with the Clerk of the Board, with respect to the State Environmental Quality Review Act, the proposed local law does not constitute an action as defined in section 617.2(b) of 6 NYCRR Part 617. As such, no environmental review is required. Your Committee concurs with the Planning Department's conclusion.

Your Committee has been advised that the adoption of the proposed local law requires an


affirmative vote of a majority of the voting members of your Honorable Board.

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

Dated: April 22, 2024
White Plains, New York


Chair
To VP
Bergman
Don J. Tubert

Legislation


Vice President
James B. Kelly
Chair
To VP
Don J. Tubert

Budget & Appropriations

COMMITTEE ON

C.BDM-040424

Dated: April 22, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Margaret A. Cunzio

Emiliana May

COMMITTEE ON

Legislation

FISCAL IMPACT STATEMENT

SUBJECT:	<u>Indian Point PILOT</u>	<input type="checkbox"/>	NO FISCAL IMPACT PROJECTED
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OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

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

Total Current Year Expense	\$ _____
Total Current Year Revenue	\$ <u>1,060,000</u>

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations
☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-1000-9734

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$748,284

Describe: Legislation for payment in lieu of taxes (PILOT) from Holtec, decommissioning agent for Indian Point. Year 1 - \$1,060,000 and Years 2 - 6 - \$748,284, annually.

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

Current Year: _____

Next Four Years: _____

Prepared by:	<u>Christina Rampata</u>		
Title:	<u>Deputy Budget Director</u>	Reviewed By:	<u>[Signature]</u>
Department:	<u>Budget</u>		Budget Director
Date:	<u>April 1, 2024</u>	Date:	<u>4/1/24</u>

LOCAL LAW NO. ____ - 2024

A LOCAL LAW authorizing the County of Westchester to exempt from taxation, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center, and to enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes for those properties.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to, (1) exempt the Facility (as defined below) from real property taxes, special *ad valorem* levies, and special assessments imposed by the County and any County improvement district within the County, to the extent provided in Section 490 of the New York Real Property Tax Law, pursuant to Section 485 of the New York Real Property Tax Law (“Section 485”), for the period from January 1, 2024 through December 31, 2029, (the “Exemption”) and (2) enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC (collectively, “Holtec”), pursuant to which Holtec, as owner of the Facility, will make payments in lieu of taxes (“PILOT”) in accordance with the provisions of Section 485, for the period from January 1, 2024 through December 31, 2029 (the “PILOT Agreement”). The Exemption shall be contingent upon the execution of the PILOT Agreement and shall be effective only for the period during which the PILOT Agreement is in effect.

§ 2. The “Facility” shall be defined as being comprised of the units and associated property and equipment covered by tax parcel numbers SBL # 43-10-2-1 (containing Unit 1, Unit 2, Unit 3, the Independent Spent Fuel Storage Facility, and the Generation Support Building); SBL # 43.10-2-2 (containing the Training Building), and SBL # 43.10-2-3 and # 43.14-2-1.1 (containing associated property and equipment).

§ 3. The Clerk of the Board shall make all filings concerning the Exemption and the PILOT Agreement that are required by Section 485.

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

§ 5. This local law shall take effect immediately.

RESOLUTION NO. 82 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 485(4) of the New York Real Property Tax Law on the proposed agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, for certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center. The public hearing will be held at 7:30 p.m. on the 20 day of May, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

COUNTY OF WESTCHESTER
AND
HOLTEC INDIAN POINT 2, LLC AND HOLTEC INDIAN POINT 3, LLC

**PAYMENT IN LIEU OF TAXES AGREEMENT FOR THE
INDIAN POINT ENERGY CENTER**

DATED AS OF _____, 2024

INDIAN POINT ENERGY CENTER

PAYMENT IN LIEU OF TAXES AGREEMENT

This **PAYMENT IN LIEU OF TAXES AGREEMENT** ("**Agreement**"), dated as of the ____ day of ____, 2023 (the "**Entire Agreement**"), between, and among **HOLTEC INDIAN POINT 2, LLC** ("**HIP2**") and **HOLTEC INDIAN POINT 3, LLC** ("**HIP3**") and together with **HIP2**, the "**Company**", both limited liability companies duly organized and validly existing under the laws of the State of Delaware, and the **COUNTY OF WESTCHESTER**, a body corporate and politic existing under the laws of the State of New York (the "**County**" and the "**Taxing Jurisdiction**"). Company and the Taxing Jurisdiction are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, on May 28, 2021, the Company acquired the Indian Point Energy Center, which is comprised of three nuclear generating units (Units 1-2 are owned by **HIP2** and Unit 3 is owned by **HIP3**); and

WHEREAS, all three units are permanently shut down, the last of which was Unit 3 on April 30, 2021; and

WHEREAS, the units and associated property and equipment are located in the Taxing Jurisdiction and covered by tax parcel numbers SBL # 43-10-2-1 (containing Unit 1, Unit 2, and Unit 3 (the "**Plant**"), the Independent Spent Fuel Storage Facility (the "**ISFSI**"), and the Generation Support Building (the "**GSB**")) and SBL # 43.10-2-2 (containing the Training Building), as well as SBL #s 43.10-2-3 and 43.14-2-1.1 (containing associated property and equipment and which, together with the Plant, the ISFSI, and the GSB are defined collectively herein as the "**Facility**"); and

WHEREAS, on or about January 1, 2015, the Taxing Jurisdiction entered into a certain payment in lieu of tax ("**PILOT**") agreement with the Facility's prior owners, namely Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC (together, "**Entergy**") pursuant to Real Property Tax Law ("**RPTL**") Section 485 with respect to the Facility, and subsequently entered into an amendment to the 2015 **PILOT** agreement on or about July 19, 2020 (the "**PILOT Amendment**"); and

WHEREAS, on or about April 14, 2021, the Taxing Jurisdiction entered into a Memorandum of Understanding with Nuclear Asset Management Company, LLC and Holtec Decommissioning International, LLC in which Nuclear Asset Management Company, LLC and Holtec Decommissioning International, LLC agreed to assume all rights and obligations of Entergy under the **PILOT Amendment** and which granted the Taxing Jurisdiction the sole option to extend the **PILOT Amendment** at a fixed annual rate; and

WHEREAS, Nuclear Asset Management Company, LLC and Holtec Decommissioning International, LLC are affiliated corporate entities with the Company; and

WHEREAS, the Taxing Jurisdiction exercised its option to extend the PILOT Amendment as provided in the Memorandum of Understanding, such that the current County PILOT agreement expires on December 31, 2023; and

WHEREAS, the Parties have been engaged in negotiations regarding the tax treatment of the Facility and a payment in lieu of tax ("**PILOT**") agreement for the Facility that would create a stable source of revenue for the Taxing Jurisdiction, a certain level of expense for the Company, and future budgeting certainty for the Parties, and the Parties have reached such an agreement; and

WHEREAS, New York Real Property Tax Law Section 485 and its amendment Section 485(1) permit the exemption from taxation of nuclear powered electric generating facilities or facilities that formerly generated electricity, such as the Facility, upon the adoption of a local law or resolution by any tax jurisdiction in which such facilities are located to confer the exemption and to authorize any such tax jurisdiction to enter into an agreement with the owners of such facilities to provide for payments in lieu of taxes; and

WHEREAS, the County conducted a public hearing on _____, 2024 pursuant to the Municipal Home Rule Law and Section 485(1) with respect to Local Law No. __ of the Year 2023 (titled "**Amended Local Law No. __ of the Year 2024**", the "**County Local Law**"), and a public hearing on _____, 2023 pursuant to Section 485(1) with respect to the County's execution of this Agreement, notices of which were duly published and at which the public was given the opportunity to be heard; and

WHEREAS, pursuant to Section 485(1), the County Board of Legislators passed Local Law Intro No. _____ of 2024 on _____, 2024, which was approved by the County Executive in accordance with Laws of Westchester County Section 107.71 on _____, 2024, providing for exemption of the Facility from taxation, special *ad valorem* levies and special assessments (including County Refuse Disposal District #1 taxes, levies and assessments) imposed by or within the County commencing _____, 2024 and pursuant to Chapter 161 of the Laws of Westchester County, the County's Board of Acquisition and Contract passed a resolution on _____, 2024 pursuant to Section 485(1) approving this Agreement and authorizing its execution and delivery by the County Executive or his designee, a copy of which is also attached hereto as Exhibit "A"; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

For all purposes of this Agreement, defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified herein except as otherwise expressly provided for herein or as the context hereof otherwise requires.

"Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934.

"Agreement" means this payment in-lieu of taxes agreement by and among the Parties dated as of the first date written above.

"Company" means Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC, limited liability companies duly organized and validly existing under the laws of the State of Delaware, and their successors and assigns.

"Commissioner" shall mean the Commissioner of the New York State Department of Taxation and Finance, of which the Office of Real Property Tax Services is a division.

"County" means the County of Westchester, New York.

"County Legislature" means the County Board of Legislators.

"County Local Law" means Local Law Intro No. _____, which passed by the County Legislature on _____, 2023 and approved by the County Executive on _____, 2023, pursuant to Section 485(1) to provide for exemption of the Facility from taxation, special *ad valorem* levies, and special assessments to the extent provided by law.

"County Resolution" means the resolution adopted by the County Board of Acquisition and Contract on behalf of the County on _____, 2023, approving this Agreement and authorizing its execution and delivery by the County Executive of the County of his designee.

"Electric Transmission System" means the regulated utility-owned transmission lines and equipment that was dedicated to the bulk transfer of high voltage electrical energy between electric generating stations and power purchasers.

"Equipment" means any equipment that had been used by the Facility in the generation of electricity from nuclear power, including, but not limited to, any equipment required or used to provide for the safe shutdown or cooling of the Facility or to provide a backup source of power or to prevent or reduce nuclear material exposure, any equipment leading from the Facility to the point of interconnection with the Electric Transmission System, and any spare parts or subassemblies for any of the foregoing, but does not include any equipment in the Electric Transmission System.

“Facility” means the Plant, the GSB, the ISFSI, and all land, Equipment, and improvements covered by the Tax Parcels, along with any future improvements to the foregoing not specifically excluded by this Agreement.

“GSB” means the Generation Support Building located in the Taxing Jurisdiction and covered by tax parcel number SBL #43-10-2-1.

“ISFSI” means the independent spent fuel storage facility located in the Taxing Jurisdiction and covered by tax parcel number SBL #43-10-2-1.

“Formerly Generating Nuclear Facility” means a formerly generating electric generating facility which generated electricity from nuclear power for sale, directly or indirectly, to the public, and shall include the land upon which such facility is located and any Equipment, structures, buildings, and improvements located or to be installed thereon or therein, including, but not limited to, all office, simulator, visitor center, laboratory or training center buildings, all maintenance, warehouse, Equipment, or other storage facilities, all nuclear waste handling and storage facilities and related Equipment, all material processing facilities, all roads, walkways, street lighting or parking areas serving such facilities and improvements, all training, fencing, sirens, siren towers, firing ranges, or other safety or security-related improvements, all interconnection modifications, water or sewer modifications, or regulator-required modifications, all back-up generating facilities, and any other facilities and improvements used in connection with operation of the Facility, but shall not include any equipment in the Electric Transmission System.

“PILOT” means payment in lieu of tax.

“PILOT Payments” means the payments in lieu of tax payable with respect to the Facility, determined in accordance with Article III of this Agreement.

“Plant” means Units 1-3, including associated property and Equipment.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“Section 485” means Section 485 of the RPTL to provide for exemption of Nuclear Facilities (including Formerly Generating Nuclear Facilities pursuant to Section 485(1)) from taxation, special *ad valorem* levies, and special assessments.

“State” means the State of New York.

“Tax Parcels” means all tax parcels listed Section 3.2 hereof.

“Tax Year” means the Taxing Jurisdiction's fiscal years tied to a specific assessment roll.

“Term” means the period of time established by Section 3.1 hereof.

Section 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agreement refer to this Agreement, the term “heretofore” shall mean before, and the term “hereafter” shall mean after the date of this Agreement;
- b. Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and
- c. Any certificates, letters, or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties

Each of the Parties executing this Agreement hereby represents and warrants that, as of the date of this Agreement:

- a. it is duly organized, validly existing, and in good standing under the laws of the State in which it is formed as set forth in the first paragraph of this Agreement and has requisite authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement;
- b. it has the power and authority to execute, deliver, and carry out all applicable terms and provisions of this Agreement;
- c. all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms;
- d. no governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by such Party except such as have been duly obtained or will be obtained or made and, in the case of the Company, except such as are required for the operation and maintenance of the Facility, and the Company has no reason to believe that any such government approval will not be made or obtained as required for the Company's performance hereunder;
- e. none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms

and conditions hereof will (i) conflict with or violate any provision of its charter, certificate of organization, limited liability company agreement, or bylaws; (ii) conflict with, violate, or result in a breach of any applicable law; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets are bound;

f. there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and

g. the conduct of its business is in compliance with all applicable governmental approvals with which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

Section 2.2 County Representations

The County represents and warrants that the County Local Law and the County Resolution remain in full force and effect and have not been modified, rescinded, or revoked as of the date hereof and that all actions on the part of the County necessary or appropriate for the effectiveness of the County Local Law and the County Resolution and the execution and delivery of this Agreement have occurred and been satisfied. The County further represents and warrants that the County Local Law was or will be filed with the Clerk of the Taxing Jurisdiction and the Commissioner within thirty (30) days of its adoption.

Section 2.3 Company Representations

The Company represents and warrants that:

a. The Facility constitutes a Formerly Generating Nuclear Facility pursuant to Section 485(1);

b. The Company has not commenced any real property tax assessment challenges or certiorari proceedings pursuant to Article 5 or Article 7 of the RPTL with respect to the Facility and shall not commence such a proceeding unless this Agreement is terminated and the Facility is assessed and taxes are levied pursuant to then-current law.

ARTICLE III PAYMENTS IN LIEU OF TAXES

Section 3.1 Term

The term of this Agreement will be six (6) payment years covering the Tax Years illustrated in the schedule below, or such reduced period of time created by an earlier termination pursuant to Article IV hereof (the “**Term**”). This Agreement shall be effective on January 1, 2024 and continue through December 31, 2029.

PILOT YEAR	COUNTY
1	2024
2	2025
3	2026
4	2027
5	2028
6	2029

Section 3.2 Tax Parcels

This Agreement shall apply to all assets owned by the Company that are located on or covered by the following tax parcels (the “**Tax Parcels**”), which together comprise the Facility:

43.10-2-1
43.10-2-2
43.10-2-3
43.14-2-1.1

The change or amendment of the Tax Identification or parcel numbers currently used by the Taxing Jurisdiction to identify or classify all or any part of the Facility, or the addition or deletion of Tax Identification or parcel numbers used by the Taxing Jurisdiction to identify or classify all or any part of the Facility, will not cause the PILOT Payments to change.

Section 3.3 Tax-Exempt Status of the Facility

Pursuant to Section 485 and Section 485(1) and following adoption by the County of the County Local Law, the Facility shall be categorized as exempt from all real property taxes, special assessments, special *ad valorem* levies, and other similar charges imposed by the County, or any special improvement district within the County which would have been or are assessed against the Facility during the Term except for those taxes, levies and assessments which must be paid in accordance with Section 490 of the Real Property Tax Law. For the avoidance of doubt, the Company will remain responsible for any water or sewer usage charges properly levied on the Facility, and such usage charges will be paid by the Company in addition to PILOT Payments

hereunder.

Section 3.4 Amount of PILOT Payments; Timing of Payments

a. PILOT Payment Amounts. The Company shall make a payment in lieu of taxes (“PILOT Payment”) for the Facility in each Tax Year during the Term in the following amounts:

PILOT YEAR	COUNTY
1	1,060,000
2	748,284
3	748,284
4	748,284
5	748,284
6	748,284

a – 1. PILOT Payment Timing. The Company shall make PILOT Payments to the County during the Term as set forth below.

PILOT YEAR	TAX YEAR	ROLL YEAR	FISCAL YEAR	DUE DATE FOR PILOT PAYMENT
1	2024	2023	2024	April 30, 2024
2	2025	2024	2025	April 30, 2025
3	2026	2025	2026	April 30, 2026
4	2027	2026	2027	April 30, 2027
5	2028	2027	2028	April 30, 2028
6	2029	2028	2029	April 30, 2029

b. Invoices. The Taxing Jurisdiction agrees to issue invoices or cause invoices to be issued to the Company at the address set forth in Article V of this Agreement at the same time tax bills for the Taxing Jurisdiction are delivered, but in no event less than sixty (60) days prior to the PILOT Payment due date. If the Taxing Jurisdiction permits payment by wire transfer, appropriate wiring instructions will be included on the form of invoice. The Taxing Jurisdiction acknowledges that the Company requires an invoice to initiate a PILOT Payment and a failure to issue a timely invoice may result in delays of such payment, provided that such payment shall be made no later than the PILOT Payment due date or sixty (60) days after receipt of the invoice, whichever is later. Nevertheless, an invoice delay shall not relieve the Company from its obligation to make such payments.

c. Payee. PILOT Payments shall be made payable to the following:

Westchester County
Commissioner of Finance
Michaelian Office Building

148 Martine Avenue, 7th Floor
White Plains, New York 10601

Section 3.5 Credits for Real Property Tax Payments

Any general or special *ad valorem* real property tax payments made by the Company to the Taxing Jurisdiction with respect to the Facility or any portion thereof which was not required to be paid pursuant to Real Property Tax Law Section 490, during a Tax Year to which this Agreement applies, will be applied as a credit against the PILOT Payment for that Tax Year (and against future Tax Years to the extent the taxes paid exceed the PILOT Payment for that Tax Year), to the extent such tax payments are not timely refunded to the Company. Should the Company, under any subsequently adopted State or local law or assessing jurisdiction decision, pay to the Taxing Jurisdiction in any Tax Year any amounts in the nature of general or special *ad valorem* taxes levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company, then the Company's obligation hereunder to make PILOT Payment to the Taxing Jurisdiction in such Tax Year will be reduced by the *ad valorem* tax amount which the Company so paid or is obligated to pay to the Taxing Jurisdiction in such Tax Year (and in future Tax Years to the extent the taxes paid exceed the PILOT Payment for that Tax Year).

Section 3.6 Late Payments; Remedies

PILOT Payments not made to the Taxing Jurisdiction prior to the date due shall be subject to the same interest and penalties as unpaid real property taxes. However, interest and penalties shall not apply if (a) an invoice is not issued within the time stated in Section 3.4(b), or (b) payment is made within thirty (30) days of the Company's receipt of any invoice issued. The officer collecting real property taxes for the Taxing Jurisdiction shall be entitled to present to the Taxing Jurisdiction a statement to the effect that PILOT Payments, if any, remain unpaid unless non-payment relates to an invoice not being timely issued. The Taxing Jurisdiction shall be entitled, upon receipt of such statement, to levy against the Facility for any unpaid PILOT Payments, taxes, special *ad valorem* levies, and special assessments levied upon the Facility set forth in such statement, together with all applicable interest and penalties, and collect and enforce such levy in the same manner and to the same extent as provided by law for the collection of real property taxes, including through the attachment of a lien on the Tax Parcels pursuant to the provisions of the Real Property Tax Law, notwithstanding the fact that the Facility is otherwise exempt from taxation in accordance with Section 485 of the Real Property Tax Law. This provision does not preclude the Taxing Jurisdiction from pursuing any and all rights and remedies available to it in law or equity, from enforcing this Agreement, or otherwise collecting any amounts due under this Agreement.

Section 3.7 Payments After Expiration or Termination of Term

At the expiration or earlier termination of the Term, the assessment, levy, and collection of taxes related to the Facility shall be made pursuant to then-current law.

Section 3.8 Property Covered, Future Improvements

a. **Property Covered, Generally.** Except as provided herein, this Agreement and the PILOT Payments contemplated hereby apply to all existing and future facilities and improvements, if any, used in connection with or associated with the Facility, whether or not described by the Tax Parcels and without regard to the creation of new or additional tax parcels for future facilities and improvements located on, above, or under the land covered by the Tax Parcels.

b. **General Operating Improvements. New Buildings or Expanded Footprint.** Except as provided herein, future improvements or capital investments in the Facility that do not result in: (i) construction of a new building, or (ii) addition to the foundation footprint of an existing building, shall be covered by this Agreement and shall not cause any increase in PILOT Payments hereunder. Future improvements or capital investments in the Facility that result in (i) or (ii) above shall not be covered by this Agreement.

c. **Safety, Security, and Environmental or Regulatory Compliance Improvements.** Notwithstanding anything herein to the contrary, future improvements or capital investments in the Facility that are required for safety and security of the Facility or for environmental or regulatory compliance shall be covered by this Agreement and shall not cause any increase in the PILOT Payments. For purposes of clarity, the construction of temporary structures (such as temporary construction trailers and similar structures) to facilitate ongoing decommissioning of the Facility shall not cause any increase in the PILOT Payments.

Section 3.9 Partial Release; No Reduction

The Company may, without the consent of the Taxing Jurisdiction, sell, or transfer any portion of the Facility, provided that thirty (30) days' advance written notice of such sale, transfer, or assignment is provided to the Taxing Jurisdiction. If any portion of the lands comprising the Facility is sold or transferred, the PILOT Payments due hereunder shall not be reduced. For the avoidance of doubt, the Taxing Jurisdiction shall retain the right to object to the transfer of the Facility or of any applicable license associated with the Facility in any regulatory, judicial, or other proceeding.

Section 3.10 Sale or Transfer of Facility

If the Facility is sold or transferred by the Company to a third party, this Agreement shall be made binding upon such third party and the Taxing Jurisdiction shall release the Company from the obligations assumed by the purchaser or transferee.

ARTICLE IV TERMINATION

Section 4.1 Termination

This Agreement may be terminated only upon the mutual written consent of the Company and the Taxing Jurisdiction.

Section 4.2 Effect of Termination

This Agreement shall be administered on a Tax Year basis. No partial Tax Year taxes, levies or assessments shall be owed following termination notwithstanding the effect or potential effect of RPTL §§ 485 and 520. Termination shall be first effective for the Tax Year associated with the applicable taxable status date following the mutual written agreement of termination as provided for in this Article. Upon termination, the Taxing Jurisdiction shall move all Tax Parcels associated with the Facility to Section 1 of the assessment roll and a tax lien shall attach to the Tax Parcels for the next Tax Year. For that next Tax Year and Tax Years following, the assessment, levy, and collection of taxes related to the Facility shall be made pursuant to then-current law. The Company shall have the right to challenge any assessments relating to such taxes payable on the Facility.

ARTICLE V NOTICES

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail (both Parties shall make reasonable efforts to keep the other apprised of electronic mail addresses or any changes thereto), or delivered to the Parties at the respective address set forth below:

If to the County:

County Executive
Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

with a copy to:

Commissioner
Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

County Attorney
Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Budget Director
Michaelian Office Building
148 Martine Avenue, 3rd Floor
White Plains, New York 10601

If to Holtec:

Holtec Decommissioning International
1 Holtec Boulevard
Camden, New Jersey 08104
Attn: Legal Department

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Either of the Parties may from time to time change its address for notices by providing notice of such change to the other Party given in accordance with this Section.

ARTICLE VI ASSIGNMENT

In accordance with sections 3.09 and 3.10 of Article III herein, the Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any third party purchaser of the Facility (through asset sale or entity sale), upon providing thirty (30) days' advance written notice to the Taxing Jurisdiction and provided further that such successor owner or controlling interest purchaser assumes and agrees to be bound by this Agreement or would be bound by operation of law. Notwithstanding the foregoing, the Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender or to an Affiliate that purchases or acquires a controlling interest in the Facility, without notice to the Taxing Jurisdiction, provided such successor owner or controlling interest purchaser assumes and agrees to be bound by this Agreement or would be bound by operation of law.

ARTICLE VII LIMITED OBLIGATION OF THE PARTIES

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, agent, servant, employee, or Affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, agent, servant, employee, or Affiliate of the Parties.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement will be decided in the first instance by the New York State Supreme Court, County of Westchester, to the exclusion of all other courts, except that the Parties shall have all appeal rights allowed by State law. The Parties hereby submit to the jurisdiction of the New York State Supreme Court, County of Westchester, for purposes of all such suits.

Section 8.2 Severability

In the event that any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the Parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goals and intent of this Agreement consistent with Section 485.

Section 8.3 Amendment

This Agreement may not be amended except by an instrument in writing signed by the Parties, subject to the receipt of any and all necessary legal approvals.

Section 8.4 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

Section 8.5 Execution in Counterparts

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which together constitute but one and the same agreement.

Section 8.6 Table of Contents and Section Headings Not Controlling

The Table of Contents and the section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

Section 8.7 Filing with the Commissioner

The Taxing Jurisdiction shall cause copies of this Agreement to be filed with the Commissioner and with the Clerk of the Taxing Jurisdiction within thirty (30) days after the execution hereof by the Parties.

Section 8.8 Form of Payments

The amounts payable under this Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 8.9 Without Prejudice

The payment schedule set forth in section 3.4 of Article III above is being made without prejudice and as such may not be used as the basis for any future PILOT payment negotiations or to impute the taxable values of such real property.

Section 8.10 Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations, understandings and agreements between the Parties with respect to the subject matter hereof.

[Signatures Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

COUNTY OF WESTCHESTER

By: _____

Name: _____

Title: _____

HOLTEC INDIAN POINT 2, LLC

By: _____

Name: _____

Title: _____

HOLTEC INDIAN POINT 3, LLC

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit "A"

COUNTY LOCAL LAW AND COUNTY RESOLUTION

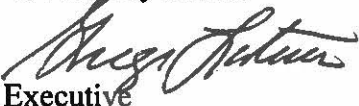
DRAFT

EXHIBIT "A"
COUNTY LOCAL LAW AND COUNTY RESOLUTION

DRAFT

May 16, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **CBA & Bond Act – BPR03 – Woodfield Cottage Infrastructure.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act (the "Bond Act") to finance the following capital project: BPR03.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 10, 2024

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 Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act (the "Bond Act") to finance the following capital project:

BPR03 – Woodfield Cottage Infrastructure ("BPR03").

The proposed Capital Budget Amendment will amend the County's 2024 capital budget to appropriate \$4,000,000 for this new project.

The Bond Act, in the amount of \$4,000,000, would fund the cost of roof rehabilitation and HVAC replacement at the Woodfield Cottage juvenile detention facility in Valhalla.

The Department of Probation has advised that the majority of flat roofs at the facility are failing and causing constant water leaks into the building. Additionally, the five (5) rooftop HVAC units, which provide heating and cooling for the facility, need to be replaced, along with return air fans, heating coils and other associated equipment.

Following bonding authorization, design will be scheduled and is anticipated to take six months (6) to complete and will be performed by County staff. It is estimated that construction will take nine (9) months to complete and will begin after award and execution of the construction contracts.

Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

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

Telephone: (914)995-2900

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

Sincerely,

A handwritten signature in dark ink, appearing to read "George Latimer", written over the printed name.

George Latimer
Westchester County Executive

GL/RP/jpg/nn
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (the “Capital Budget Amendment”), as well as adoption of a related bond act (the “Bond Act”), in the amount of \$4,000,000, to finance capital project BPR03—Woodfield Cottage Infrastructure (“BPR03”).

Your Committee is advised that the proposed Capital Budget Amendment will amend the County’s 2024 capital budget to appropriate \$4,000,000 for this new project.

The Bond Act, which was prepared by the law firm of Hawkins Delafield and Wood, LLP, would fund the cost of roof rehabilitation and HVAC replacement at the Woodfield Cottage juvenile detention facility in Valhalla.

The Department of Probation has advised that the majority of flat roofs at the facility are failing and causing constant water leaks into the building. Additionally, the five (5) rooftop HVAC units, which provide heating and cooling for the facility, need to be replaced, along with return air fans, heating coils and other associated equipment.

Your Committee is advised that following bonding authorization, design will be scheduled and is anticipated to take six (6) months to complete and will be performed by County staff. It is estimated that construction will take nine months (9) months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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.

In addition, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester

County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

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 proposed Capital Budget Amendment and Bond Act.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

k/jpg/5/01/2024

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPR03

☐ 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 \$ 4,000,000 PPU 10 Anticipated Interest Rate 2.84%

Anticipated Annual Cost (Principal and Interest): \$ 468,015

Total Debt Service (Annual Cost x Term): \$ 4,680,150

Finance Department: Interest rates from May 7, 2024 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: 43

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 5/11/24

Reviewed By: 

David Slaby

Budget Director

Date: 5/13/24

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: May 7, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPR03 WOODFIELD COTTAGE INFRASTRUCTURE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-09-2024 (Unique ID: 2536)

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

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

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
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

RESOLUTION 24-19

WESTCHESTER COUNTY PLANNING BOARD

**Amendment of Planning Board Report on 2024 Capital Project Requests
BPR03 Woodfield Cottage Infrastructure**

WHEREAS, Woodfield Cottage is a juvenile detention facility located at 20 Hammond House Road, on the Grasslands Campus in the Town of Mt. Pleasant. It serves Westchester County and provides a safe and structured environment for youth awaiting trial or placement, and

WHEREAS, the County Executive will submit legislation to the County Board of Legislators which would authorize amending the 2024 Capital Budget to include **Woodfield Cottage Infrastructure** to include funding in the amount of \$4,000,000 for design and construction, and construction management, and

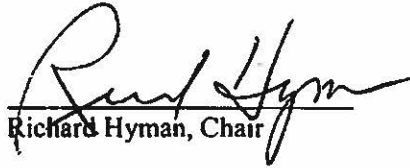
WHEREAS, the Woodfield Cottage is approximately 75 years old and has the original roof. The heating/cooling equipment/units are at the end of their useful life. The heating and cooling systems as well as the roof are failing. The roof failure has resulted in additional building damage and hazards. The issues with the building pose potential health and safety issues as the building is occupied 24/7 by youth remanded to juvenile detention., and

WHEREAS, this project is classified as a "PL2" - "approved in concept, subject to review when more detailed studies or plans are prepared," and

WHEREAS, the project is generally consistent with *Westchester 2025 – Policies to Guide County Planning*, as adopted by the Planning Board on May 6, 2008 and amended on January 5, 2010 by maintaining county facilities; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2024 Capital Project Requests to include the attached report on Capital Project **Woodfield Cottage Infrastructure**, located at the 20 Hammond House Road, on the Grasslands Campus in the Town of Mt. Pleasant in the amount of \$4,000,000.

Adopted this 7th day of May, 2024


Richard Hyman, Chair

An Act amending the 2024 County
Capital Budget Appropriations for
Capital Project BPR03 WOODFIELD
COTTAGE INFRASTRUCTURE

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

Section 1. The Capital section of the 2024 County Budget is hereby amended as follows:

	Previous 2024 Appropriation	Change	Revised 2024 Appropriation
I. Appropriation	\$0	\$4,000,000	\$4,000,000

Section 2. The estimated method of financing in the Capital Section of the 2024 Westchester County Capital Budget is amended as follows:

II. METHOD OF
FINANCING

Bonds and/or Notes	\$0	\$4,000,000	\$4,000,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$0	\$4,000,000	\$4,000,000

Section 3. The ACT shall take effect immediately.

ACT NO. - 20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WOODFIELD COTTAGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 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, \$4,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to Woodfield Cottage, including necessary roof rehabilitation and HVAC replacement, 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 class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$4,000,000. The plan of financing includes the

issuance of \$4,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which the \$4,000,000 bonds authorized by section 1 of this Act are to be issued, within the limitations of Section 11.00 a.90 of the Law, is ten (10) 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 \$4,000,000. 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 \$4,000,000 as the estimated total cost of the aforesaid objects or purposes 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 in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

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

(SEAL)

LEGAL NOTICE

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

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk 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 \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WOODFIELD COTTAGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

object or purpose: to finance the cost of the construction of improvements to Woodfield Cottage, including necessary roof rehabilitation and HVAC replacement, 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: \$4,000,000; ten (10) 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:* BPR03	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 04-08-2024
Fact Sheet Year:* 2024	Project Title:* WOODFIELD COTTAGE INFRASTRUCTURE	Legislative District ID: 3,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PROBATION	CP Unique ID: 2536

Overall Project Description

This project accomplishes infrastructure rehabilitation for Woodfield Cottage Secure and Specialized Secure Juvenile Detention Facility necessary for life, health and safety. Necessary infrastructure rehabilitation work includes roof rehabilitation and HVAC replacement.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	4,000	0	0	0	0	0	0	4,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	4,000	0	0	0	0	0	0	4,000

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

Current Bond Description: A 2024 Capital Budget Amendment and Bonding Authorization is requested for necessary roof rehabilitation and HVAC replacement. The majority of flat roofs are failing and causing consistent water leaks into the building. Additionally, the five (5) rooftop HVAC units which provide heating and cooling for the facility need to be replaced, along with return air fans, heating coils and other associated equipment.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	4,000,000
Cash:	0
Total:	\$ 4,000,000

SEQR Classification:

TYPE II

Amount Requested:

4,000,000

Expected Design Work Provider:

☒ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

THE PROJECT WILL INCLUDE (1) VARIABLE AIR VOLUME (VAV) EQUIPMENT WITH THE LATEST CONTROL TECHNOLOGY; (2) NEW VARIABLE FREQUENCY DRIVE (VFD) RETURN AIR FANS AND HOT WATER PUMPS; AND (3) A NEW 'COOL ROOF' MEMBRANE.

Total Financing History:

0

Recommended By:

Department of Planning

MLLL

Date

04-09-2024

Department of Public Works

RJB4

Date

04-29-2024

Budget Department

DEV9

Date

04-30-2024

Requesting Department

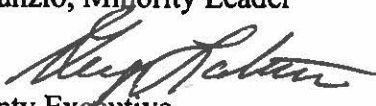
MAF1

Date

05-01-2024

May 16, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **CBA & Bond Act – RPA04 – General Infrastructure Pathways and Trails II.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act in the amount of \$330,000 (the "Bond Act") to finance the following capital project: RPA04.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 10, 2024

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 Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act in the amount of \$330,000 (the "Bond Act") to finance the following capital project:

RPA04 – General Infrastructure Pathways and Trails II ("RPA04").

The proposed Capital Budget Amendment will amend the County's 2024 capital budget by appropriating \$330,000 for this new project.

The Bond Act, in the amount of \$330,000, will fund the cost of design and construction management associated with the reconstruction of a boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation & Conservation (the "Department") has advised that the existing boardwalk crossing the Furnace Brook Stream was damaged during recent flood events and has fallen into disrepair. Prioritizing funding for the design of this improvement will help to address this immediate concern.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by in-house design staff. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts, subject to your Honorable Board's further approval of construction funding.

As your Honorable Board may know, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

Based on the importance of this project to the County, favorable action on the proposed Capital Budget Amendment and Bond Act is most respectfully requested.

Sincerely,

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

George Latimer
Westchester County Executive

GL/KOC/RL/jpg
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (the “Bond Act”) in the amount of \$330,000 to finance capital project RPA04 – General Infrastructure Pathways and Trails II (“RPA04”).

Your Committee is advised that the proposed Capital Budget Amendment will amend the County’s 2024 capital budget by appropriating \$330,000 for this new project.

Your Committee is further advised that the Bond Act, prepared by the law firm of Hawkins Delafield and Wood, LLP, will fund the cost of design and construction management associated with the reconstruction of a boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation & Conservation (the “Department”) has advised that the existing boardwalk crossing the Furnace Brook Stream was damaged during recent flood events and has fallen into disrepair. Prioritizing funding for the design of this improvement will help to address this immediate concern.

Your Committee is advised that following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by in-house design staff. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts, subject to your Honorable Board’s further approval of construction funding.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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.

Additionally, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

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 Capital Budget Amendment and the related Bond Act, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. For the reasons set forth above, your Committee respectfully recommends the adoption of both of the proposed acts.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

k/jpg/4/05/2024

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RPA04

☐ 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 \$ 330,000 PPU 5 Anticipated Interest Rate 2.94%

Anticipated Annual Cost (Principal and Interest): \$ 72,796

Total Debt Service (Annual Cost x Term): \$ 363,980

Finance Department: Interest rates from May 7, 2024 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: 4

Prepared by: Robert Lopane, RLA

Title: Prgram Coordinator Capital Planning

Department: Public Works & Transportation

Date: 5/13/24

Reviewed By: 

DU 5/13/24

Budget Director

Date: 5/13/24

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: May 7, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RPA04 GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-03-2024 (Unique ID: 2532)

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

COMMENTS: The current request is for design only. Funds for construction management will not be expended unless the Board of Legislators approves funding for construction of the project. Further environmental review will be conducted following completion of design and prior to Board approval of funding for construction.

DSK/dvw

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
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Robert Lopane, Program Coordinator, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

RESOLUTION 24- 15

WESTCHESTER COUNTY PLANNING BOARD

Amendment of Planning Board Report on 2024 Capital Project Requests
RPA04 General Infrastructure Program – Pathways and Trails II
Briarcliff-Peekskill Trailway Improvements

WHEREAS, RP04 General Infrastructure Program – Pathways and Trails II project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails, and

WHEREAS, the County Executive will submit legislation to the County Board of Legislators which would authorize amending the 2024 Capital Budget to include the **RPA04 General Infrastructure Program – Pathways and Trails II Briarcliff-Peekskill Trailway Improvements**, to include funding in the amount of \$330,000 for design, administrative review, and construction management, and

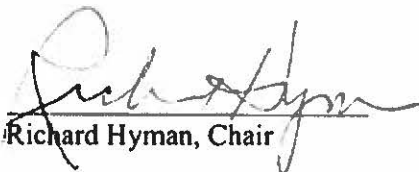
WHEREAS, the existing boardwalk crossing the Furnace Brook Stream on the Briarcliff-Peekskill Trailway is in disrepair and is in need of replacement and approximately 40' extensions on each end. This boardwalk is approximately 380' feet long and is located between Watch Hill Road and Furnace Brook Dock, just south of the entrance to the Sportsmen Center and just north of the Town of Cortlandt's Charles Cook Pool, and

WHEREAS, this project is classified as a "PL2" - "approved in concept, subject to review when more detailed studies or plans are prepared," and

WHEREAS, the project is generally consistent with *Westchester 2025 – Policies to Guide County Planning*, as adopted by the Planning Board on May 6, 2008 and amended on January 5, 2010 by maintaining county facilities; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2024 Capital Project Requests to include the attached report on Capital Project **RPA04 General Infrastructure Program – Pathways and Trails II**, with a specific project location at the Briarcliff-Peekskill Trailway in the amount of \$330,000.

Adopted this 2nd day of April, 2024


Richard Hyman, Chair

RP04 General Infrastructure Program – Pathways and Trails II

Briarcliff-Peekskill Trailway Improvements

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Approp- riated	2024	2025	2026	2027	2028	Under Review
Gross	2,100		330	1,770				
Less non- County Shares								
Net	2,100		330	1,770				

PROJECT DESCRIPTION:

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails. The work will include grading and drainage, surface material, footbridges and boardwalks, site furniture, signage, fencing and barrier rails, landscaping, pavement markings and other related site work.

APPROPRIATION/FUNDING REQUESTS:

2024: Design, Administration, Construction Management
2025: Construction

JUSTIFICATION:

Walking, hiking and biking trails continue to be the most popular recreation facility according to a recent resident recreation preference survey of County residents. Usage of the trail system increased dramatically during the Covid-19 Pandemic period. While some trailways have been recently improved within the past 10 years under other capital projects, much of the trailway system is old, worn and continues to deteriorate to a level that has become extremely difficult to maintain. This project will address the need to restore these trails.

The existing boardwalk crossing the Furnace Brook Stream on the Briarcliff-Peekskill Trailway was damaged during recent flooding events and has fallen into disrepair. Since there is no alternative way around the boardwalk, it has become critically important to reconstruct this segment of the trailway so that local County residents can continue to use and enjoy this recreation facility.

CONSISTENCY WITH PROGRAMS OR PLANS:

This project is consistent with the County's Open Space Policies which identifies the provision of active recreation as a County policy. "Westchester 2025", the County's long-range planning policy document, recommends the continued protection of cultural resources while enhancing the use of passive and active recreation facilities.

As per Westchester County policy, stormwater management must be addressed with every capital project. Designs should comply with the NYS Stormwater Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control.

Planning Board Analysis:

PL2: The Planning Board supports this and other projects with the goal to keep park facilities in a well-maintained state. Performing physical improvements on a priority basis reflects a comprehensive approach to undertaking capital improvements.

An Act amending the 2024 County
Capital Budget Appropriations for
Capital Project RPA04 GENERAL
INFRASTRUCTURE PATHWAYS
AND TRAILS II

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

Section 1. The Capital section of the 2024 County Budget is hereby amended as follows:

	Previous 2024 Appropriation	Change	Revised 2024 Appropriation
I. Appropriation	\$0	\$330,000	\$330,000

Section 2. The estimated method of financing in the Capital Section of the 2024 Westchester County Capital Budget is amended as follows:

II. METHOD OF
FINANCING

Bonds and/or Notes	\$0	\$330,000	\$330,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$0	\$330,000	\$330,000

Section 3. The ACT shall take effect immediately.

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$330,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$330,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$330,000 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, \$330,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and construction management of the reconstruction of a boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway, 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 total estimated cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$330,000. The plan of financing includes the issuance of \$330,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 62(2nd) 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 \$330,000. 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 \$330,000 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 in accordance with Section 107.71 of the Westchester County Charter

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$330,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$330,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$330,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

object or purpose: to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and construction management of the reconstruction of a boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway, 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: \$330,000; 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:* RPA04	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 03-28-2024
Fact Sheet Year:* 2024	Project Title:* GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II	Legislative District ID: 1, 9,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 2532

Overall Project Description

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	2,100	0	0	1,770	0	0	0	330
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,100	0	0	1,770	0	0	0	330

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

Current Bond Description: This project will fund design and construction management for the reconstruction of a boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	330,000
Cash:	0
Total:	<u>\$ 330,000</u>

SEQR Classification:

TYPE II

Amount Requested:

330,000

Expected Design Work Provider:

<input checked="" type="checkbox"/> County Staff	<input type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable
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Comments:

A Capital Budget Amendment in the amount of \$330,000 is requested and shown under review to fund the design and construction management of the reconstruction of the boardwalk and other trailway improvements. The existing boardwalk crossing the Furnace Brook Stream was damaged during recent flood events and has fallen into disrepair. Prioritizing funding for the design of these improvements will help to address this immediate concern.

Energy Efficiencies:

Total Financing History:

0

Recommended By:

Department of Planning

MLLL

Date

04-03-2024

Department of Public Works

RJB4

Date

04-03-2024

Budget Department

DEV9

Date

04-04-2024

Requesting Department

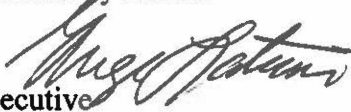
RCL3

Date

04-05-2024

May 16, 2024

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

FROM: George Latimer
Westchester County Executive 

RE: Message Requesting Immediate Consideration: **Act – WCHCC –
Medical Services to Employees of DOH and DLR.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through both its Department of Health ("DOH") and its Department of Laboratories and Research ("DLR"), to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") whereby WCHCC would provide post-exposure evaluation and follow-up medical services to employees of both the DOH and DLR for potential exposure to bloodborne pathogens (the "Agreement").

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 10, 2024

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through both its Department of Health ("DOH") and its Department of Laboratories and Research ("DLR"), to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") whereby WCHCC would provide post-exposure evaluation and follow-up medical services to employees of both the DOH and DLR for potential exposure to bloodborne pathogens (the "Agreement").

The Agreement with the WCHCC would be for the term June 1, 2024 through May 31, 2029. The County would pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the Agreement, pursuant to an approved rate schedule. It should be noted that WCHCC has been providing these services to the County since 1999 and the current Agreement will expire on May 31, 2024.

As you know, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement.

Both the Commissioner of Health and the Pathologist/Deputy Medical Examiner have approved the material terms of the proposed Agreement and determined that the amount specified is fair and reasonable. Based upon the foregoing, I recommend approval of the attached legislation.

Sincerely,

A handwritten signature in dark ink, appearing to read "George Latimer", written over a light blue horizontal line.

George Latimer
Westchester County Executive

GL/SA/AM/jpg

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

Telephone: (914)995-2900

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”), acting by and through both its Department of Health (“DOH”) and its Department of Laboratories and Research (“DLR”), to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) whereby WCHCC would provide post exposure evaluation and follow-up medical services to employees of both DOH and DLR for potential exposure to bloodborne pathogens for the term June 1, 2024 through May 31, 2029. The County would pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the agreement, pursuant to an approved rate schedule. Your Committee notes that WCHCC has been providing these services to the County since 1999 and the current agreement will expire on May 31, 2024.

The Planning Department has advised that the proposed agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement. Pursuant to that section, said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

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

Dated: _____, 2024

White Plains, New York

COMMITTEE ON
C/jpg/2024 Bloodborne legislation

FISCAL IMPACT STATEMENT

SUBJECT: Blood borne pathogens exposure

☐ 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 \$ 2,250

Total Current Year Revenue \$ 810

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund 101, Dept 27, Unit 0010, Subunit 4000, Object 4380, Function HSSN

Fund 101, Dept 27, Unit 0010, Revenue Object 9706

Potential Related Operating Budget Expenses: Annual Amount \$4,500

Describe: This is a 5 year (6/1/2024 - 5/31/2029) contract not-to-exceed \$22,500
for mandated testing of samples for blood borne pathogens

Potential Related Operating Budget Revenues: Annual Amount \$1,620

Describe: Estimated State Aide reimbursement totaling \$8,100 over 5 years

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

Current Year: _____

Next Four Years: _____

Prepared by: Mark Medwid

Title: Associate Budget Director

Department: Budget

Date: May 10, 2024

Reviewed By: 

Budget Director

Date: 5/13/24

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow-up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens.

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

Section 1. The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow-up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens. The County shall pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the agreement, pursuant to an approved rate schedule.

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

§3. This Act shall take effect immediately.

THIS AGREEMENT, made the ____ day of _____, 2024 by
and between

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

(hereinafter referred to as the "County")

acting by and through its Department of Health ("DOH") and Department of
Labs and Research ("DLR")

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public
benefit corporation of the State of New York, having an office and principal
place of business at 100 Woods Road, Valhalla, New York 10595,

(hereinafter referred to as the "Corporation")

WITNESSETH:

WHEREAS, the County desires to obtain services from the Corporation whereby
the County, acting by and through its DOH and its DLR will refer DOH and DLR employees for
post exposure evaluation and follow-up medical services for potential exposure to bloodborne
pathogens; and

WHEREAS, the Corporation desires to provide such services for the compensation
and on the terms herein provided.

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

FIRST: The Corporation shall furnish services to DOH and DLR employees
referred by the County for post exposure evaluation and follow-up medical services for potential
exposure to bloodborne pathogens in accordance with Schedule "A", which is attached hereto
and made a part hereof.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Corporation shall be paid on a per patient basis at no more than the then current Worker's Compensation rates. If, for any reason, Worker's Compensation does not cover any or all of the services, the Corporation shall be paid on a per patient basis according to the rates listed in Schedule "B" (Occupational Health Center encounter form). The total amount payable pursuant to this Agreement shall not exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars. The Corporation may refuse to provide services in the event the County of Westchester does not pay for services rendered within 60 days of receipt of an invoice.

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a monthly basis not later than the 15th day of the month following the month in which the work was performed by Corporation and paid only after approval by the Commissioner of Health of the County of Westchester ("DOH Commissioner") and/or approval by the Pathologist/Deputy Medical Examiner of the Department of Labs and Research of the County of Westchester ("Medical Examiner"), which approvals shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the DOH Commissioner and/or the Medical Examiner.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating. The Corporation shall attach to each payment voucher an Occupational Health Center encounter form, a sample form of which is attached hereto as Schedule "B".

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The Corporation shall use the monies paid by the County under this Agreement to pay the Corporation's costs for providing the health care services required under paragraph 1 of this Agreement (including staff salaries), before such funds are used for any other purpose. The Corporation shall provide the DOH Commissioner and/or the Acting Medical Examiner with a semi-annual accounting to verify that the money has been spent in this manner, unless services are being denied, in which case the County may cease payment until an accounting is provided. In addition, the County, if it desires an accounting on a more frequent basis, may have access to the relevant books and records of the Corporation upon reasonable notice in order to conduct its own audit of such payment and expenses, provided that the same is done at the County's sole cost and expense.

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. County shall not request services if County has not appropriated funds for such services. 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 Corporation, then the Corporation 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 Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

THIRD: The term of this Agreement shall commence on June 1, 2024 and shall expire on May 31, 2029.

The Corporation shall properly maintain medical records relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of employees rendering service
3. Nature of service rendered
4. Required time expended.

FOURTH: The Corporation shall immediately inform the DOH Commissioner and/or Medical Examiner in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: This Agreement shall terminate in the event that either party is in default in the performance of or compliance with any of the material covenants, terms or conditions of this Agreement, and if the breaching party shall fail to cure such default within thirty (30) days after written notice is served by the non-breaching party specifying such default and the non-breaching party's intent to terminate this Agreement or shall, in the case of a default not susceptible of being cured within such thirty (30) day period, fail to commence to cure the default within such thirty (30) day period and diligently and continuously pursue same to completion. It is the intention of the parties, in connection with a default not susceptible of being cured with due diligence within such thirty (30) day period (subject to Unavoidable Delays as defined in the Cooperation Agreement between the parties dated December 15, 2008), that the time within which the breaching party must cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, provided that the breaching party, within such thirty (30) day period, shall give the non-breaching party notice describing the proposed cure along with an explanation as to why such cure cannot be completed within thirty (30) days, and that the breaching party intends to proceed with due diligence to cure such default, has commenced taking steps to effect such cure, and has provided an anticipated date for completion of the cure.

SIXTH: The County shall be entitled to copies of all records compiled by the Corporation in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, unless otherwise prohibited by law.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

EIGHTH: The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

NINTH: The Corporation 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 Corporation 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.

TENTH: The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. All referrals will be sent with a release of records request, completed by the patient, to the Corporation to report back to the County following evaluation.

The Corporation 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 Corporation 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.

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

officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County DOH:

Department of Health
10 County Center Road, 2nd Floor
White Plains, New York 10607

To the County DLR:

Department of Labs and Research
10 Dana Road
Valhalla, New York 10595

with a copy to:

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

To the Corporation:

President and Chief Executive Officer
Westchester County Health Care Corporation
Executive Offices at Taylor Pavilion, C-1
100 Woods Road
Valhalla, New York 10595

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Executive Offices at Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595

THIRTEENTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Corporation shall provide the County with a completed copy of each schedule. The Corporation agrees that the terms of each of these schedules has been accepted and agreed-to by the Corporation by virtue of its execution of this Agreement, and the Corporation represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule "C" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule "D" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "D" must be changed during the term of this Agreement, the Corporation agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Corporation shall also have each approved subcontractor complete a separate Schedule "D" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Corporation within ten (10) business days of such event and such information shall be forwarded by the Corporation to the County in the manner described above.

- 3.) Schedule "E" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Corporation will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Corporation is not already enrolled in the Vendor Direct Program, the Corporation shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form,

the Corporation understands that it must contact the County's Finance Department.)

If the Corporation is already enrolled in the Vendor Direct Program, the Corporation hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

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.

FIFTEENTH: In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

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

SEVENTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[NO FURTHER TEXT ON THIS PAGE]

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

THE COUNTY OF WESTCHESTER

By: _____
Sherlita Amler, M.D.
Commissioner of Health

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____

(Name and Title)

Authorized by the Westchester County Board of Legislators at a meeting duly held on the _____ day of _____, 2024.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____th day of _____, 2024.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
eos/doh/wchcc bloodborne pathogens/24-29 agmt

CORPORATE ACKNOWLEDGMENT

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

On this ____ day of _____, 2024, before me personally came
_____, to me known, and known to me to be the
_____, of the Westchester County Health Care Corporation, the
corporation described in and which executed the within instrument, who being by me duly sworn did
depose and say that he, the said _____ resides at
_____, New York and that he is the _____ of
said corporation and that he signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

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

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

(Person executing agreement)

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

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

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

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary
Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the 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 officer of said corporation; that he/she is duly authorized to execute said certificate on
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE "A"

Occupational Exposure to Bloodborne Pathogens

The County of Westchester (the "County"), acting by and through the Westchester County Department of Health ("DOH") and the Westchester County Department of Labs & Research ("DLR"), will assume responsibility for the following:

1. Both DOH and DLR will immediately refer all employees with an occupational exposure to bloodborne pathogens to Westchester Medical Center. Employees will report to the Westchester Medical Center ("WMC") Occupational Health Center, 100 Woods Road, Taylor Pavilion, Room D-109, Monday to Friday between the hours of 7:15 am – 2:30 pm excluding Holidays. At all other times DOH and DLR staff will report to the WMC Emergency Room Department.
2. Both DOH and DLR will provide WMC with a written referral including:
 - a) The nature of the incident
 - b) The employee's job description
 - c) The route and source of exposure
 - d) Information on the source patient
 - e) A copy of the incident report
 - f) Employee's Hepatitis B vaccination status
3. When possible, both DOH and DLR will call WMC Occupational Health Center at (914) 493-8580 or 493-1385 at the time of referral, to notify them of occupational exposure and referral. During after hours, the DOH and DLR will call the WMC Emergency Room Department at (914) 493-7307.
4. The DOH and DLR will follow up with the medical provider of source individual to obtain evaluation and permission for the release of records. Results of source individual's testing will be forwarded to the employee's medical provider at WMC Occupational Health Center.
5. The County agrees to incur all costs for medical evaluation, lab testing and all follow-up related to the incident that is not covered by worker's compensation.

The Westchester Medical Center ("WMC") will assume responsibility for the following:

1. WMC will immediately evaluate all DOH and/or DLR employees referred for all occupational exposure to bloodborne pathogens according to OSHA Bloodborne Pathogens Standard 29 CFR Part 1910.1030.
2. WMC will follow New York State Department of Health guidelines for HIV prophylaxis following an occupational exposure.
3. WMC will assure that Emergency Room physicians have a copy of the OSHA Bloodborne Pathogens Standard and WMC Occupational Health Center's policies and procedures for managing occupational exposures to bloodborne pathogens.
4. WMC will inform the DOH or DLR employee of all follow-up appointments.
5. WMC will provide the DOH or DLR with a copy of the evaluating healthcare professional's written opinion within 15 days after completion of the evaluation. For Hepatitis B vaccinations, the healthcare professional's written opinion will be limited to whether the DOH or DLR employee requires or has received the Hepatitis B vaccination.

The written opinion for post-exposure evaluation and follow-up will be limited to whether or not the DOH or DLR employee has been informed of the results of the medical evaluation and any medical conditions which may require further evaluation and treatment.

All other diagnoses must remain confidential and not be included in the written report to the DOH or DLR.

6. WMC will not bill the DOH/DLR employees directly for services rendered for the evaluation and treatment of occupational exposure.

**SCHEDULE B
OCCUPATIONAL HEALTH CENTER
SCHEDULE OF SERVICES AND FEES**

SERVICE	COST	CODE	Check Services
PHYSICAL EXAM & HISTORY	\$100.00	PE 1	
DOT EXAMINATION AND HISTORY	\$115.00	PE-2	
PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED	\$150.00	PE-3	
PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED, ALSO, HBsAb, HBsAg, RUBELLA, VARICELLA, MUMPS, RUBEOLA TITERS, PPD, PLACEMENT/INTERPRETATION, LAB REVIEW AND REFERRAL AS INDICATED	\$310.00	PE-4	
PRE-PLACEMENT ASSESSMENT DAY 2	N/C	PE - C	
ANNUAL HEALTH ASSESSMENT: CBC, SMAC, UA (DIPSTICK), PPD PLACEMENT/ INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED	\$175.00	AA-1	
ANNUAL HEALTH ASSESSMENT: PPD, PLACEMENT/INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED	\$100.00	AA-2	
ANNUAL HEALTH ASSESSMENT DAY 2	N/C	AA - C	
EXECUTIVE PHYSICAL/HISTORY AND HEALTH RISK APPRAISAL	\$350.00	PE-5	
ASBESTOS QUESTIONNAIRE PHYSICAL EXAM & HISTORY	\$125.00	PE-6	
PPD, PLACEMENT/INTERPRETATION	\$26.00	VA-1	
CHEST X-RAY PA & LATERAL B READER	\$300.00	FV-1	
CHEST X-RAY PA & LATERAL	\$105.00	FV-2	
QUANTIFERON	\$85.00	VA-19	
HBV: HBsAg/HBsAb BEFORE SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$285.00	VA-2	
HBV: SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$200.00	VA-3	
HBV: BOOSTER SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$200.00	VA-4	
HBV: ONE INJECTION	\$65.00	VA-19	
SARS-CoV-2 (COVID-19) Diagnostic PCR Test	\$75.00	LA-42	
SARS-CoV-2 (COVID-19) Antibody Test	\$75.00	LA-43	
SARS-CoV-2 (COVID-19) Diagnostic NAAT Test	\$100.00	LA-44	
AUDIOMETRIC HEARING TEST	\$50.00	FV-3	
AUDIOMETRIC HEARING TEST WITH PE OR AHA	\$35.00	FV-4	
VISION SCREEN	\$35.00	FV-5	

SCHEDULE B (CONTINUED)

SERVICE	COST	CODE	Check Services
VISION SCREEN WITH PE OR AHA	\$30.00	FV-6	
PULMONARY FUNCTION TEST (SPIROMETRY)	\$50.00	FV-7	
*** FIT TESTING (RESPIRATORS) (including related required medical clearance services)	\$47.00	FV-8	
REVIEW OF OSHA RESPIRATOR QUESTIONNAIRE	\$25.00	FV-9	
RABIES SERIES (3 VACCINES) PRE-EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING	\$525.00	VA-5	
RABIES VACCINE BOOSTER: POST EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING	\$210.00	VA-5	
SERUM LEAD	\$25.00	LA-1	
ZINC PROTOPORPHYRIN (ZPP)	\$35.00	LA-2	
URINE MERCURY (100 cc COLLECTED) WORKDAY	\$60.00	LA-3	
BLOOD MERCURY (ACUTE EXPOSURE)	\$125.00	LA-4	
HEAVY METALS (24 HR URINE)	\$325.00	LA-5	
RANDOM URINE HEAVY METALS	\$120.00	LA-6	
ELECTROCARDIOGRAM	\$45.00	FV-9	
EKG STRESS TEST	\$210.00	FV-10	
RADIOLOGY OTHER	VARY	FV-11	
INFLUENZA (FLU) VACCINE	\$39.00	VA-7	
IMMUNE GLOBULIN VACCINE	\$165.00	VA-8	
MENINGOCOCCAL VACCINE	\$100.00	VA-9	
MMR VACCINE	\$107.00	VA-10	
MUMPS VACCINE	\$45.00	VA-11	
PNEUMOCOCCAL VACCINE	\$45.00	VA-12	
RUBELLA VACCINE	\$33.00	VA-13	
RUBEOLA (PER INJECTION)	\$35.00	VA-14	
TETANUS DIPHTHERIA	\$35.00	VA-15	
HEPATITIS A (PER INJECTION)	\$135.00	VA-16	
VARICELLA (CHICKEN POX) (PER INJECTION)	\$162.00	VA-17	
HEPATITIS IMMUNE GLOBULIN (PER INJECTION)	\$376.00	VA-18	
BBFEXP-1 Nelfanivir + Lamiv + Zidov (PER DAY)	\$37.84	BE-1	
BBFEXP-2 Tenofovir + Lamiv + Zidov (PER DAY)	\$29.56	BE-2	
BBFEXP-3 Tenofovir + Combivir (PER DAY)	\$29.72	BE-3	
Miscellaneous Training, Education and Assessment (PER HOUR)	\$130.00	ED-1	

*** For any Customer Personnel being fit tested, the following shall apply:

1. OHC shall perform medical clearance services prior to fit testing.
2. Customer must provide a NIOSH-approved N-95 respirator for each Customer Personnel being fit tested. OHC will not fit test to a non-NIOSH-approved N-95 respirator. Customer Personnel will be fit tested for the specific mask (make and model) that is utilized during the fit testing encounter.

SCHEDULE B (CONTINUED)

SERVICE	COST	CODE	Check Services
WORKER COMPENSATION: IF NOT COVERED BY CARRIER EMPLOYER RESPONSIBLE	CHARGES VARY	WC	
SMAC 20	\$40.00	LA-7	
CBC	\$25.00	LA-8	
LIPID PROFILE (LDL, HDL, CHOL.)	\$62.00	LA-9	
SMAC with LIPID PROFILE (LDL, HDL, CHOL.)	\$70.00	LA-10	
HBsAb Titre	\$77.00	LA-11	
HBsAg Titre	\$77.00	LA-12	
HBeAg Titre	\$58.00	LA-37	
HBeAb Titre	\$58.00	LA-38	
HCVAb Titre	\$80.00	LA-13	
HEMOCCULT (each)	\$10.00	LA-14	
PROSTATE SPECIFIC ANTIGEN (PSA)	\$50.00	LA-15	
RUBELLA (GERMAN MEASLES)	\$45.00	LA-16	
RUBEOLA (MEASLES)	\$45.00	LA-17	
VARICELLA (CHICKEN POX)	\$50.00	LA-18	
MUMPS	\$55.00	LA 39	
MMRV TITER	\$110.00	LA-41	
HEPATITIS A	\$50.00	LA-40	
T3	\$36.00	LA-19	
T4	\$36.00	LA-20	
T3, T4, TSH	\$90.00	LA-21	
TRIGLYCERIDE	\$28.00	LA-22	
TSH	\$39.00	LA-23	
URINE DIPSTICK	\$20.00	LA-24	
URINALYSIS	\$25.00	LA-25	
URINALYSIS WITH MICROSCOPIC	\$28.00	LA-26	
URINE DRUG SCREEN (DOT – NON-DOT) 5 PANEL WITH MRO REVIEW	\$72.00	LA-27	
URINE DRUG SCREEN (DOT – NON-DOT) 10 PANEL WITH MRO REVIEW	\$90.00	LA-28	
WHOLE BLOOD PERCHLORELHYLENE	\$103.00	LA-30	
VDRL	\$30.00	LA-32	
THROAT C & S	\$39.00	LA-33	
STOOL OVA & PARASITES	\$40.00	LA-34	
STOOL C & S	\$40.00	LA-35	
URINE C & S	\$39.00	LA-36	
OFF-DUTY EVALUATION	\$100.00	FV-12	
RETURN TO WORK EVALUATION	\$100.00	FV-13	

SCHEDULE B (CONTINUED)

CHART REVIEW	\$50.00	FV-14	
DUPLICATING: COST PER SHEET	\$0.75	FC-1	
FORM COMPLETION (FC) INSURANCE COMPANIES	\$100.00	FC-2	
FC LAWYERS	\$100.00	FC-3	
FC COURT	\$100.00	FC-4	
FC SCHOOL	\$50.00	FC-5	
FC WORK	\$50.00	FC-6	
CHART OFFSITE STORAGE RETRIEVAL (PER CHART)	\$25.00	FC-7	
CHART STORAGE ONSITE (FOR INACTIVE EMPLOYEES) (PER CHART/PER YEAR)	\$5.00	FC-8	
FAXED FORMS: EMERGENCIES ONLY (ADDITIONAL CHARGE)	\$2.00	FC-9	
Minimal (10 – 20 minutes)	\$66.56	PE-5	
Focused (20 – 30 minutes)	\$89.44	PE-6	
Expanded (30 – 45 minutes)	\$140.40	PE-7	
Comprehensive (45- 60 minutes)	\$168.48	PE-8	
Complex (1 hour – 1 hour and 30 minutes)	\$224.64	PE-9	
Data Entry	\$25/hr		
OFFSITE SERVICES: \$75.00 per hour per clinical personnel 7:00 am to 5:00 pm Monday through Friday (in addition to cost for respective service)	\$75.00/hr	PE-10	

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an interest in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**Authorization is:
(check one)

- ☐ New
☐ Change
☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		
Contact Person Telephone Number:		
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:	10. Account Type: (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

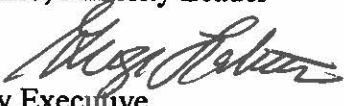
Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

NEW/CHANGE VEN EFT 9/08

May 16, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Sexual Risk
Avoidance Education Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to:

- 1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") and 2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 6, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to:

1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the "Grant Agreement"); and

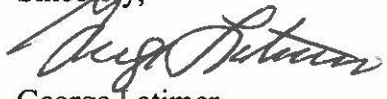
2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

In addition to the IMAs, the remainder of the funds will be used to enter into agreement with a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals, pursuant to which said entity will provide workshops on topics including but not limited to healthy relationships, communicating, practicing consent designed to promote awareness about healthy choices and lifestyle among youth.

Based on the importance of the Programs to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,

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

George Latimer
Westchester County Executive

GL/jmq

FISCAL IMPACT STATEMENT

SUBJECT: SEXUAL RISK AVOIDANCE EDUCATION PROGRAM

☐ 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 \$ 260000

Total Current Year Revenue \$ 260,000

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: Salaries 101-11-0400-1010, Trust 263-11-T02Z-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 260,000

Describe: SRAEP Grant expenditures incurred by the Youth Bureau, salaries, contract services and contractual services with 7 Youth Bureaus.

Potential Related Revenues: Annual Amount \$ 260,000

Describe: Reimbursement by the New York State Office of Children and Family Services

Account: 263-11-T02Z-9854; 101-11-0400-9734

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

Current Year: \$ 6,650


Salaries \$6,650

Next Four years: \$ na

Prepared by: Bernie Dean

Title: Acting Executive Director

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

5/13/24

If you need more space, please attach additional sheets.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the "County"), acting by and through its Youth Bureau (the "Youth Bureau"), to: 1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the "Grant Agreement") and 2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

Pursuant to the IMAs, the Municipalities will each deliver services to at least 15 youth on sexual risk avoidance education, healthy relationships and lifestyle choices, and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

The Planning Department has advised that the proposed IMAs do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into these IMAs. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000.00, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the “Grant Agreement”).

§2. The County be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

§3. In addition to the IMAs, the remainder of the funds will be used to enter into agreement with other a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals.

§4. Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

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

§6. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2024 by and between

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

and

MUNICIPALITY, ACTING BY AND THROUGH ITS YOUTH BUREAU, a municipal corporation of the State of New York, having an office and place of business at Address (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County has been awarded a New York State Legislative grant to continue a sexual risk avoidance education services and youth engagement work readiness skills (the "Program"); and

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

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

FIRST: The County shall reimburse the Municipality an amount not to exceed Thirty-Two Thousand Six Hundred Twenty-One (\$32,621.00) Dollars, payable quarterly, which the Municipality shall use to provide the Sexual Risk Avoidance Education Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof (the "Work"), payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds

expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

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

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: 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.

THIRD: The term of this Agreement will commence May 1, 2024 and terminate August 31, 2024 unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 at the rates specified in Schedule "B."

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SIXTH: 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.

SEVENTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules has

been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule “D” — “Criminal Background Disclosure”

This schedule is required pursuant to Executive Order No. 1-2008.

2.) Schedule “E” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

3.) SCHEDULE “F” – Westchester County Youth Bureau Sample Corrective Action Request

This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

EIGHTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: Executive Director
Municipality
Address
Address

or to such other addresses as may be specified by the parties hereto in writing.

NINTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

TENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

ELEVENTH: 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 express 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.

TWELFTH: 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.

THIRTEENTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the "Accessibility Standards"), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County's Digital Content Accessibility Policy, which is linked hereto and made a part hereof: <https://www.westchestergov.com/digital-content-accessibility-policy>. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility 'checker' software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality's sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited

to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

FOURTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

MUNICIPALITY

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX on the XXth day of XX, 2024.

Sr. Assistant County Attorney
The County of Westchester

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

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

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

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

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

On this ___ day of _____, 20___, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

(TO BE ADDED)

SCHEDULE "B"
BUDGET

(TO BE ADDED)

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau
 112 East Post Road, 3rd Floor
 White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

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

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

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

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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.

SCHEDULE "D"
CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either of the** questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or

enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?


In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		
5. Vendor E-Mail Addresses for Remittance Notification:		Contact Person Telephone Number:
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

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Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

SCHEDULE "F"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1st Notice☐ 2nd Notice☐ Final Notice

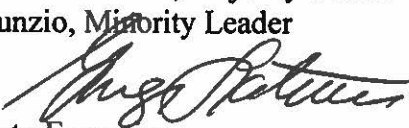
Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

Program Monitor Notes:

May 17, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: CBA & Amended Bond Act – SLI04 – Mamaroneck WRRF BNR Media and Aeration Equipment Replacement.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related amended bond act in the amount of \$49,500,000 (the "Amended Bond Act") to finance the following capital project: SLI04.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 16, 2024

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 Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related amended bond act in the amount of \$49,500,000 (the "Amended Bond Act") to finance the following capital project:

SLI04 – Mamaroneck WRRF BNR Media and Aeration Equipment Replacement ("SLI04").

The proposed Capital Budget Amendment will amend the County's 2024 capital budget by increasing the County share for this project by \$15,000,000. The Department of Environmental Facilities ("Department") has advised that the biological nitrogen removal integrated fixed film activated sludge ("BNR IFAS") media at the Mamaroneck Waste Water Resource Recovery Facility (the "Facility") has experienced irreparable damage and needs to be replaced. Quantities of required IFAS media, used within the tanks, has increased beyond what was initially anticipated. In addition, during design, further investigations and condition assessments determined that additional work is required above and beyond the scope of work originally contemplated, which has added significant cost to the project. Furthermore, inflationary factors, escalation in labor and price increases of all equipment have resulted in an increase to the overall estimated project cost. The project conditions and industry construction cost factors necessitate a Capital Budget Amendment to fund the construction and construction management of this very important project, which is necessary for the Department's ability to meet the EPA mandated nitrogen removal requirements.

The Amended Bond Act, in the total amount of \$49,500,000, which includes \$34,500,000 in previously authorized bonds of the County, would provide \$15,000,000 in additional construction management and construction funding to pay for a portion of the \$56,500,000 estimated maximum cost associated with the replacement of the BNR IFAS media, structural rehabilitation work and replacement of various equipment and components used in the process to reduce nitrogen discharged to Long Island Sound from the Facility. Work will include all mechanical, electrical, controls, structural, and other appurtenances as necessary.

Design, which is currently underway, is anticipated to take five (5) more months to complete and is being performed by consultants. It is estimated that construction will take sixty (60) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with project SLI04 as follows: Bond Act No. 3-2021, in the amount of \$7,000,000, which funded the cost of the acquisition and installation of IFAS media for aeration tanks and related work for BNR removal at the Facility; Bond Act No. 27-2022 in the amount of \$13,500,000, which provided additional funding for the acquisition and installation of IFAS media for aeration tanks and related work for BNR removal at the Facility; and Bond Act No. 69-2023, which superseded and combined Bond Act Nos. 3-2021 and 27-2022 to increase the total amount authorized by an additional \$21,000,000 in construction funding, for a new total authorized amount of \$41,500,000. Because \$7,000,000 attributable to Bond Act No. 3-2021 has since been sold, there remains only \$34,500,000 under Bond Act No. 69-2023. The authority of your Honorable Board is now requested to amend Bond Act No. 69-2023 in order to increase the total amount authorized thereunder by an additional \$15,000,000 in construction management and construction funding, thereby increasing the total aggregate bonding amount from \$34,500,000 to \$49,500,000, to pay for a portion of the \$56,500,000 estimated maximum cost associated with project SLI04.

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

Based on the importance of this project to the County, favorable action on the proposed Capital Budget Amendment and the Amended Bond Act is most respectfully requested.

Sincerely,



George Latimer
Westchester County Executive

GL/VK/JB/jpg
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related amended bond act (the “Amended Bond Act”) which, if approved, would authorize the County to issue an additional \$15,000,000 in bonds for construction and construction management services for capital project SLI04 – Mamaroneck WRRF BNR Media and Aeration Equipment Replacement (“SLI04”).

Your Committee is advised that the proposed Capital Budget Amendment will amend the County’s 2024 capital budget by increasing the County share for this project by \$15,000,000. The Department of Environmental Facilities (“Department”) has advised that the biological nitrogen removal integrated fixed film activated sludge (“BNR IFAS”) media at the Mamaroneck Waste Water Resource Recovery Facility (the “Facility”), has experienced irreparable damage and needs to be replaced. Quantities of required IFAS media, used within the tanks, has increased beyond what was initially anticipated. In addition, during design, further investigations and condition assessments determined that additional work is required above and beyond the scope of work originally contemplated, which has added significant cost to the project. Furthermore, inflationary factors, escalation in labor and price increases of all equipment have resulted in an increase to the overall estimated project cost. The project conditions and industry construction cost factors necessitate a Capital Budget Amendment to fund the construction and construction management of this very important project, which is necessary for the Department's ability to meet the EPA mandated nitrogen removal requirements.

Your Committee is further advised that the Amended Bond Act, prepared by the law firm of Norton Rose Fulbright US, LLP, in the total amount of \$49,500,000, which includes \$34,500,000 in previously authorized bonds of the County, would provide \$15,000,000 in additional construction management and construction funding to pay for a portion of the \$56,500,000 estimated maximum cost associated with the replacement of the BNR IFAS media, structural rehabilitation work and replacement of various equipment and components used in the

process to reduce nitrogen discharged to Long Island Sound from the Facility. Work will include all mechanical, electrical, controls, structural, and other appurtenances as necessary.

Your Committee is advised that design, which is currently underway, is anticipated to take five (5) more months to complete and is being performed by consultants. It is estimated that construction will take sixty (60) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with project SLI04 as follows: Bond Act No. 3-2021, in the amount of \$7,000,000, which funded the cost of the acquisition and installation of IFAS media for aeration tanks and related work for BNR removal at the Facility; Bond Act No. 27-2022 in the amount of \$13,500,000, which provided additional funding for the acquisition and installation of IFAS media for aeration tanks and related work for BNR removal at the Facility; and Bond Act No. 69-2023, which superseded and combined Bond Act Nos. 3-2021 and 27-2022 to increase the amount authorized by an additional \$21,000,000 in construction funding, for a new total authorized amount of \$41,500,000. Because \$7,000,000 attributable to Bond Act No. 3-2021 has since been sold, there remains only \$34,500,000 under Bond Act No. 69-2023. The authority of your Honorable Board is now requested to amend Bond Act No. 69-2023 in order to increase the amount authorized thereunder by an additional \$15,000,000 in construction management and construction funding, thereby increasing the total bonding amount from \$34,500,000 to \$49,500,000, to pay for a portion of the \$56,500,000 estimated maximum cost associated with project SLI04.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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.

Additionally, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the

Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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 Capital Budget Amendment and the related Amended Bond Act, noting that the Amended Bond Act can only be enacted following adoption of the Capital Budget Amendment. For the reasons set forth above, your Committee respectfully recommends the adoption of both of the proposed acts.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

k/jpg/4/04/2023

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SLI04

☐ 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 \$ 49,500,000 PPU 30 Anticipated Interest Rate 3.50%

Anticipated Annual Cost (Principal and Interest): \$ 2,586,838

Total Debt Service (Annual Cost x Term): \$ 77,605,140

Finance Department: Interest rates from May 16, 2024 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: 538

Prepared by: CJ Gelardo

Title: Director of Operations

Department: DEF

Date: 5/17/24

Reviewed By: 

Budget Director

Date: 5/17/24

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: April 19, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SLI04 Mamaroneck WRRF BNR Media and Aeration Equipment Replacement**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-03-2024 (Unique ID: 2533)

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

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

COMMENTS: None.

DSK/cnm

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
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner



Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Susan Darling, Chief Planner

A handwritten signature in dark ink, appearing to be "SD" or similar initials, written over a light blue background.

Date: April 3, 2024

RE: **NO-ACTION MEMO - Capital Budget Amendment – SLI04 Mamaroneck WRRF Media and Aeration Equipment Replacement (2024 CBA)**

The County Executive is requesting an amendment to the 2024 Capital Budget to modify the funding of the above project. Capital project **SLI04 Mamaroneck WRRF Media and Aeration Equipment Replacement (2024 CBA)** will fund the replacement of the Biological Nitrogen Removal (BNR) and Integrated Fixed-Film Activated Sludge (IFAS) media, process blowers, and mixers in the aeration tanks and related work at the Mamaroneck Wastewater Resource Recovery Facility.

The capital budget amendment is needed because the construction management and construction funding portion is short funds from the original estimate. Construction management is needed to overlook the project while it is under construction. The 2023 appropriation was \$21M. The additional request is for \$15M.

This project was classified as a PL2, *"a project approved in concept, subject to review when more detailed studies or plans are prepared"* in the 2023 Planning Board Report on the Capital Project Requests adopted July 5, 2022.

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

cc: Blanca P. López, Commissioner
David S. Kvinge, Assistant Commissioner
Michael Lipkin, Associate Planner

An Act amending the 2024 County
Capital Budget Appropriations for
Capital Project SLI04
MAMARONECK WRRF BNR
MEDIA AND AERATION
EQUIPMENT REPLACEMENT

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

Section 1. The Capital section of the 2024 County Budget is hereby amended as follows:

	Previous 2024 Appropriation	Change	Revised 2024 Appropriation
I. Appropriation	\$41,500,000	\$15,000,000	\$56,500,000

Section 2. The estimated method of financing in the Capital Section of the 2024 Westchester County Capital Budget is amended as follows:

II. METHOD OF
FINANCING

Bonds and/or Notes	\$41,500,000	\$15,000,000	\$56,500,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$41,500,000	\$15,000,000	\$56,500,000

Section 3. The ACT shall take effect immediately.

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 69-2023, TO INCREASE THE ESTIMATED MAXIMUM COST AUTHORIZED TO \$56,500,000 AND TO INCREASE THE AMOUNT OF BONDS AUTHORIZED TO \$49,500,000 BONDS TO PAY FOR A PORTION OF THE COST FOR THE ACQUISITION AND INSTALLATION OF THE BIOLOGICAL NITROGEN REMOVAL (BNR) AND INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) MEDIA, MIXERS, AND OTHER EQUIPMENT IN THE AERATION TANKS AND RELATED WORK AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY FOR THE BENEFIT OF THE BLIND BROOK, PORT CHESTER, MAMARONECK VALLEY AND NEW ROCHELLE SANITARY SEWER DISTRICTS.

WHEREAS, pursuant to Act No. 3 -2021, dated January 11, 2021, the Board previously authorized the issuance of \$7,000,000 bonds for paying the cost of the acquisition and installation of integrated fixed film activated sludge (IFAS) media for aeration tanks and related work, for biological nitrogen removal at the Mamaroneck Water Resource Recovery Facility; and

WHEREAS, pursuant to Act No. 27-2022, dated April 11, 2022, the Board previously authorized the issuance of \$13,500,000 bonds to pay part of the cost of the acquisition and installation of integrated fixed film activated sludge (IFAS) media for aeration tanks and related work, for biological nitrogen removal at the Mamaroneck Water Resource Recovery Facility; and

WHEREAS, pursuant to Act No. 69-2023, dated April 17, 2023, the Board previously increased the estimated maximum cost of the project to \$41,500,000 and authorized an additional \$21,000,000 bonds to pay for the acquisition and installation of the biological nitrogen removal (BNR) and integrated fixed film activated sludge (IFAS) media, mixers, and other equipment in the aeration tanks and related work at the Mamaroneck Water Resource Recovery Facility for the benefit of the Blind Brook, Port Chester, Mamaroneck Valley And New Rochelle Sanitary Sewer Districts; and

WHEREAS, \$7,000,000 in obligations have been issued under Act No. 3-2021 and approximately \$637,098 in obligations have been issued under Act No. 69-2023; and

WHEREAS, it has now been determined that the estimated maximum cost of the aforesaid purpose is \$56,500,000 (an increase of \$15,000,000) and that it would be beneficial to authorize the issuance of \$49,500,000 bonds to pay of a portion of such estimated maximum cost (with the remainder of such cost to be financed pursuant to Act No. 3-2021); and

WHEREAS, \$56,500,000 has been duly appropriated in the capital budget of the County for the aforesaid object or purpose; and

WHEREAS, the cost of said specific object or purpose shall be specially assessed against properties in the County's Blind Brook, Port Chester, Mamaroneck Valley and New Rochelle Sanitary Sewer Districts, which are specially benefitted by said specific object or purpose; and

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

Section (A): Act No. 69-2023, dated April 17, 2023, adopted by this Board entitled:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$41,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY FOR THE ACQUISITION AND INSTALLATION COSTS OF THE BIOLOGICAL NITROGEN REMOVAL (BNR) AND INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) MEDIA, MIXERS, AND OTHER EQUIPMENT IN THE AERATION TANKS AND RELATED WORK AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY FOR THE BENEFIT OF THE BLIND BROOK, PORT CHESTER, MAMARONECK VALLEY AND NEW ROCHELLE SANITARY SEWER DISTRICTS, SUPERSEDING ACT NOS. 3 -2021 and 27-2022.

is hereby amended in its entirety to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$49,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY FOR A PORTION OF THE \$56,500,000 ESTIMATED MAXIMUM COST OF THE ACQUISITION AND INSTALLATION OF THE BIOLOGICAL NITROGEN REMOVAL (BNR) AND INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) MEDIA, MIXERS, AND OTHER EQUIPMENT IN THE AERATION TANKS AND RELATED WORK AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY FOR THE

BENEFIT OF THE BLIND BROOK, PORT CHESTER, MAMARONECK VALLEY AND NEW ROCHELLE SANITARY SEWER DISTRICTS, SUPERSEDING ACT NO. 27-2022.

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

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

WHEREAS, it is now desired to authorize the financing of additional costs of such capital project allocable to the County's Blind Brook, Port Chester, Mamaroneck Valley And New Rochelle Sanitary Sewer Districts; NOW, THEREFORE,

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

Section 1. For paying for a portion of the estimated maximum cost of the acquisition and installation of the biological nitrogen removal (BNR) and integrated fixed film activated sludge (IFAS) media, mixers, and other equipment in the aeration tanks and related work at the Mamaroneck Water Resource Recovery Facility for the benefit of the Blind Brook, Port Chester, Mamaroneck Valley And New Rochelle Sanitary Sewer Districts, in and for the County, including incidental expenses in connection therewith, there are hereby authorized to be issued \$49,500,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid specific object or purpose set forth in this act are inconsistent with any details set forth in the current Capital

Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$56,500,000, and that the plan for the financing thereof is by the issuance of (i) \$49,500,000 bonds of said County authorized to be issued pursuant to this Bond Act and (ii) \$7,000,000 bonds of the County authorized to be issued pursuant to Act No. 3-2021, dated January 11, 2021.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Blind Brook, Port Chester, Mamaroneck Valley and New Rochelle Sanitary Sewer Districts, as allocated by the County, or other sources, there shall annually be levied on all the

taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

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

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private

sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

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

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments

or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

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

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

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk and Administrative Officer of the County Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

Section (B). The amendments 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 immediately upon approval by the County Executive.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

Clerk of the County Board of Legislators
of the County of Westchester, New York

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-2024

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 69-2023, TO INCREASE THE ESTIMATED MAXIMUM COST AUTHORIZED TO \$56,500,000 AND TO INCREASE THE AMOUNT OF BONDS AUTHORIZED TO \$49,500,000 BONDS TO PAY FOR A PORTION OF THE COST FOR THE ACQUISITION AND INSTALLATION OF THE BIOLOGICAL NITROGEN REMOVAL (BNR) AND INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) MEDIA, MIXERS, AND OTHER EQUIPMENT IN THE AERATION TANKS AND RELATED WORK AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY FOR THE BENEFIT OF THE BLIND BROOK, PORT CHESTER, MAMARONECK VALLEY AND NEW ROCHELLE SANITARY SEWER DISTRICTS.

Specific object or purpose: the acquisition and installation of the biological nitrogen removal (BNR) and integrated fixed film activated sludge (IFAS) media, mixers, and other equipment in the aeration tanks and related work at the Mamaroneck Water Resource Recovery Facility

period of probable usefulness: thirty years

amount of obligations to be issued: \$49,500,000

Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* SLI04	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 03-28-2024
Fact Sheet Year:* 2024	Project Title:* MAMARONECK WRRF BNR MEDIA AND AERATION EQUIPMENT REPLACEMENT	Legislative District ID: 3, 11, 10, 7, 6, 5,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2533

Overall Project Description

This project will fund the replacement of the Biological Nitrogen Removal (BNR) and Integrated Fixed-Film Activated Sludge (IFAS) media, process blowers, and mixers in the aeration tanks and related work.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	56,500	41,500	0	0	0	0	0	15,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	56,500	41,500	0	0	0	0	0	15,000

Expended/Obligated Amount (in thousands) as of : 11,433

Current Bond Description: Additional construction management and construction funding for the replacement of the biological nitrogen removal integrated fixed film activated sludge (BNR IFAS) media, structural rehabilitation work and replacement of various equipment and components used in the process to reduce nitrogen discharged to Long Island Sound from the Mamaroneck Water Resource Recovery Facility. Work will include all mechanical, electrical, controls, structural, and other appurtenances as necessary.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	15,000,000
Cash:	0
Total:	\$ 15,000,000

SEQR Classification:

TYPE II

Amount Requested:

15,000,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

The CBA being requested is in Under Review. The BNR IFAS media has experienced irreparable damage and needs to be replaced. Quantities of required IFAS media, used within the tanks, has increased above what was initially anticipated. This material has significant procurement, production, shipping, storage and handling costs. This added quantity impacts both raw material cost and construction labor costs. In addition, during design, further investigations and condition assessments have determined that additional work is required above and beyond the scope of work originally contemplated, which has added significant cost to the project. In addition, inflationary factors, escalation in labor and price increases of all equipment have resulted in an increase to the overall estimated project cost. The latest cost estimate is based upon a 60% design development; as such, the estimate has a higher degree of accuracy than our original project budget estimate. The above project conditions and industry construction cost factors necessitate that we request a CBA to fund the construction and construction management of this very important project. This project is necessary for the Department's ability to meet the EPA mandated nitrogen removal requirements. The Department is required to keep its water and wastewater treatment equipment in a state of good repair, in accordance with State and Federal regulations.

Energy Efficiencies:**Appropriation History:**

Year	Amount	Description
2021	7,000,000	CONSTRUCTION
2022	13,500,000	CONSTRUCTION
2023	21,000,000	ESCALATION FOR CONSTRUCTION

Total Appropriation History:

41,500,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	3	7,000,000	6,999,999	IFAS MIDIA FOR ALL 6 AERATION TANKS AND INSTALL OF MIDIA TANKS 2 & 5
22	27	0	0	BNR AND IFAS MEDIA AND AERATION EQUIPMENT REPLACEMENT
23	69	34,500,000	637,097	MAMARONECK WRRF BNR MEDIA AND AERATION EQUIPMENT REPLACEMENT

Total Financing History:

41,500,000

Recommended By:**Department of Planning**

MLLL

Date

04-03-2024

Department of Public Works

RJB4

Date

04-03-2024

Budget Department**Date****Requesting Department****Date**

MAMARONECK WRRF BNR MEDIA AND AERATION EQUIPMENT REPLACEMENT (SLI04)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	41,500	41,500	11,433						
Non County Share									
Total	41,500	41,500	11,433						

Project Description

This project will fund the replacement of the Biological Nitrogen Removal (BNR) and Integrated Fixed-Film Activated Sludge (IFAS) media, process blowers, and mixers in the aeration tanks and related work.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2021	7,000,000	Construction	CONSTRUCTION
2022	13,500,000	Construction	CONSTRUCTION
2023	21,000,000	Escalation for construction	CONSTRUCTION
Total	41,500,000		

Prior Appropriations

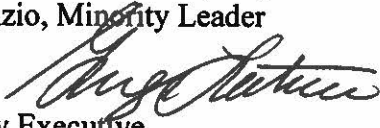
	Appropriated	Collected	Uncollected
Bond Proceeds	41,500,000	7,000,000	34,500,000
Total	41,500,000	7,000,000	34,500,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
3 21	7,000,000	12/01/22	6,314,613	
		12/01/22	685,387	
27 22				
69 23	34,500,000			34,500,000
Total	41,500,000		7,000,000	34,500,000

May 17, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Year-End Transfers Across County Departments.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herein is an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 17, 2024

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

Members of the Board of Legislators:

Transmitted herein is an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977. These transfers are required to complete the 2023 fiscal year on a sound financial basis, and are fully funded by savings within the 2023 Operating Budget.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase in the appropriations for various departments. Increased appropriations are needed primarily for higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, increased Assigned Counsel Plan 18-B rates for misdemeanor and felony cases, and an increase in contributions to the County's general liability (6N) fund. These increases are fully funded by savings from other departments during fiscal year 2023.

Therefore, I recommend approval of the attached Act in the amount of \$74,409,977 for the 2023 County Operating Budget.

Respectfully submitted,

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

George Latimer
County Executive

Attachment

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

Your committee is in receipt of an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977. These transfers are required to complete the 2023 fiscal year on a sound financial basis, and are fully funded by savings within the 2023 Operating Budget.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase in the appropriations for various departments. Increased appropriations are needed primarily for higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, increased Assigned Counsel Plan (18-B) rates for misdemeanor and felony cases, and an increase in contributions to the County's general liability (6N) fund. These increases are fully funded by savings from other departments during fiscal year 2023.

Therefore, the committee recommends approval of the attached Act in the amount of \$74,409,977 for the 2023 County Operating Budget.

Dated:

White Plains, NY

FISCAL IMPACT STATEMENT

SUBJECT: 2023 BOL Transfers

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 17, 2024

Reviewed By: 

Budget Director

Date: 5/17/24

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

SECTION 1. The following transfers in 2023 County Operating Budget are hereby authorized:

	UNIT	OBJECT	AMOUNT
Board of Legislators (101-10)			
Annual Regular Salaries	1000	1010 \$	(162,231)
Replacement Equipment	1000	2300 \$	(2,717)
Postage	1000	3700 \$	(415)
Advertising/Legal Notices	1000	4250 \$	(101)
Svc Information Support Servcs	1000	5205 \$	(2,500)
Office of Economic Development (101-11)			
Annual Regular Salaries	0100	1010 \$	(300,185)
Books and Periodicals	0720	3070 \$	(12,651)
Equipment Service & Rental	0400	4070 \$	(6,302,481)
Human Resources (101-12)			
Annual Regular Salaries	6010	1010 \$	(474,977)
Books and Periodicals	6010	3070 \$	(12,676)
Equipment Service & Rental	6010	4070 \$	(240,035)
Service By Dept Of Law	6010	5325 \$	(13,476)
Budget (101-13)			
Annual Regular Salaries	1000	1010 \$	(211,081)
Overtime	1000	1400 \$	(4,549)
Printing and Office Supplies	1000	3600 \$	(290)
Postage	1000	3700 \$	(138)
Elections (101-14)			
Annual Regular Salaries	1000	1010 \$	(1,022,758)
Replacement Equipment	1000	2300 \$	(91,240)
Printing and Office Supplies	1000	3600 \$	(1,401,736)
Technical Services	1000	4420 \$	(2,067,816)
Service By Dept Of Law	1000	5325 \$	(152,065)
Finance (101-15)			
Annual Regular Salaries	2000	1010 \$	(13,531)
Annual Regular Salaries	3000	1010 \$	(83,339)
Postage	1000	3700 \$	(4,960)
Postage	2000	3700 \$	(146)
General Supplies	2000	3240 \$	(723)
Printing and Office Supplies	2000	3600 \$	(897)
Postage	2000	3700 \$	(1,132)
Information Technology (101-16)			
Additional Equipment	2500	2400 \$	(126,014)
Printing and Office Supplies	6000	3600 \$	(21,932)
Postage	6000	3700 \$	(115,066)
Equipment Service & Rental	6000	4070 \$	(1,311,080)
Board of Acquisition & Contract (101-17)			
Annual Regular Salaries	1000	1010 \$	16,022

	UNIT	OBJECT	AMOUNT
Law (101-18)			
Annual Regular Salaries	1000	1010 \$	(25,286)
Hourly Wages	1000	1200 \$	(18,074)
Replacement Equipment	1000	2300 \$	(8,631)
Printing and Office Supplies	1000	3600 \$	(18,502)
Litigation	1000	4923 \$	(996,458)
Planning (101-19)			
Annual Regular Salaries	0100	1010 \$	(278,119)
Hourly Wages	0100	1200 \$	(120)
Printing and Office Supplies	0100	3600 \$	(70,363)
Community Services	0100	5125 \$	(9,842,818)
Service By Dept Of Law	0100	5325 \$	(206,908)
Emergency Services (101-20)			
Replacement Equipment	1000	2300 \$	(172,075)
General Supplies	1000	3240 \$	(245,005)
Contractual Services	1000	4380 \$	(405,326)
Services by DPW	1000	5280 \$	(113,514)
County Clerk (101-21)			
Annual Regular Salaries	0300	1010 \$	(303,482)
Overtime	0300	1400 \$	(7,900)
Replacement Equipment	0300	2300 \$	(3,470)
Postage	0300	3700 \$	(27,673)
Technical Services	0300	4420 \$	(63,458)
Svc Information Support Servcs	0300	5205 \$	(34,533)
Social Services (101-22)			
Medicaid - Disproportionate Share	8900	5761 \$	47,824,068
Seniors (101-24)			
Compreh Prog For Aging	1000	4957 \$	(2,567,852)
Svc Information Support Servcs	1000	5205 \$	(10,556)
Serv By Parks/Recreation/Consv	1000	5416 \$	(26,013)
Consumer Protection (101-25)			
Annual Regular Salaries	0200	1010 \$	(6,022)
Replacement Equipment	0200	2300 \$	(1,340)
Postage	0200	3700 \$	(10,758)
Mental Health (101-26)			
Annual Regular Salaries	2000	1010 \$	(1,148,299)
Fees	2000	1300 \$	(900)
Printing and Office Supplies	2000	3600 \$	(9,645)
Contractual Services	2000	4380 \$	(6,293,036)
Services By County Center	2000	5453 \$	(27,785)
Health (101-27)			
Tuition	2700	4538 \$	471,817
Labs & Research (101-31)			
Replacement Equipment	0010	2300 \$	(8,451)
Laboratory Supplies	0010	3530 \$	(31,061)
Contractual Services	0010	4380 \$	(242,131)
Services by DPW	0010	5280 \$	(403,080)

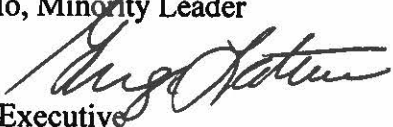
	UNIT	OBJECT	AMOUNT
Correction (101-35)			
Annual Regular Salaries	2000	1010 \$	(6,605)
Overtime	3000	1400 \$	(732,261)
Additional Equipment	2000	2400 \$	(544,073)
Water Service	2000	3180 \$	(532,394)
Prisoner Transport	1000	4445 \$	(2,089,380)
Services by DPW	3000	5280 \$	(1,856,939)
Tax Commission (101-36)			
Hourly Wages	0100	1200 \$	(5,657)
Postage	0100	3700 \$	(340)
Svc Information Support Servcs	0100	5205 \$	(1,181)
District Attorney (101-37)			
Annual Regular Salaries	0010	1010 \$	(502,001)
Differential Payments	0010	1540 \$	(8,379)
Replacement Equipment	0010	2300 \$	(17,307)
Printing and Office Supplies	0010	3600 \$	(47,486)
Technical Services	0010	4420 \$	(276,489)
Services by DPW	0010	5280 \$	(69,971)
Public Safety (101-38)			
Annual Regular Salaries	2000	1010 \$	(1,598,044)
Detective Assignments	1000	1580 \$	(33,785)
Replacement Equipment	2000	2300 \$	(2,174,034)
Automotive Supplies	2000	3010 \$	(473,546)
Equipment Service & Rental	2000	4070 \$	(1,476,661)
Services by DPW	3000	5280 \$	(495,677)
Probation (101-39)			
Annual Regular Salaries	1000	1010 \$	(1,011,221)
Overtime	1000	1400 \$	(97,331)
Replacement Equipment	1000	2300 \$	(97,337)
General Supplies	1000	3240 \$	(85,368)
Contractual Services	2000	4380 \$	(7,319,312)
Svc Information Support Servcs	1000	5205 \$	(46,614)
Public Administrator (101-40)			
Annual Regular Salaries	1000	1010 \$	8,058
Solid Waste (101-41)			
Services By Public Safety Dept	1000	5390 \$	(44,468)
Office of Assigned Counsel (101-43)			
Indigent Defendant Legal Svcs - Felony	1000	4090 \$	5,275,664
Indigent Defendant Legal Svcs - Misdemeanor	1000	4091 \$	4,701,824
Transportation - Ground (101-44)			
Annual Regular Salaries	1000	1010 \$	(106,900)
Overtime	2100	1400 \$	(25,433)
Replacement Equipment	2100	2300 \$	(672,461)
Energy Utilities	2100	3200 \$	(624,349)
Paratransit	2100	4925 \$	(2,871,279)
Services by DPW	2100	5280 \$	(156,322)

	UNIT	OBJECT	AMOUNT
Public Works (101-46)			
Annual Regular Salaries	3400	1010 \$	(171,524)
Hourly Wages	6700	1200 \$	(56,248)
Additional Equipment	3300	2400 \$	(197,815)
Energy Utilities	3400	3200 \$	(7,057,189)
Contractual Services	3400	4380 \$	(2,910,682)
Miscellaneous Budgets (101-52)			
Contribution-6N Fund	2004	4937 \$	16,112,524
Parks, Recreation, and Conservation (165-42)			
Services by DPW	1100	5280 \$	(132,332)
TOTAL TRANSFER AUTHORITY REQUEST		\$	<u>74,409,977</u>

SECTION 2. This ACT shall take effect immediately.

May 17, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Res – Year-End Transfers Within Various Depts.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herein is a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 17, 2024

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

Members of the Board of Legislators:

Transmitted herein is a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533. These transfers are required to fund expenses in several departments, primarily for a higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, and increased contributions to the County's Health Benefit Fund, general liability (6N) fund and worker's compensation fund (6J). These transfers are fully funded by expenditure savings within each department.

Pursuant to Section 167.121 of the Laws of Westchester County, this resolution requires Committee approval for transfers within the same department.

Therefore, upon the recommendation of the Budget Director, I recommend approval of the attached Resolution in the amount of \$31,740,533 for the 2023 County Budget.

Respectfully submitted,

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

George Latimer
County Executive

Attachment

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

Your Committee is in receipt of a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533. These transfers are required to fund expenses in several departments, primarily for a higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, and increased contributions to the County's Health Benefit Fund, general liability (6N) fund and worker's compensation fund (6J). These transfers are fully funded by expenditure savings within each department.

Pursuant to Section 167.121 of the Laws of Westchester County, only Committee approval is required for transfers within the same department.

Therefore, the Committee on Budget and Appropriation approves the attached Resolution in the amount of \$31,740,533 for the 2023 County Budget.

Dated:

White Plains, NY

FISCAL IMPACT STATEMENT

SUBJECT: 2023 Committee Transfers

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 17, 2024

Reviewed By: 

Budget Director

Date: 5/17/24

"Transfer Resolution No. - 2024"

WHEREAS, the County Executive and the Budget Director have informed this Committee that they are in receipt of a transfer request, attached herein as accompanying Schedule "A", and;

WHEREAS, the Budget Director has assured the Committee that said transfers are in order and may be accomplished without requirement of any additional appropriations to the 2023 County Budget, and said transfers are necessary to fund expenses within several departments, and;

WHEREAS, the County Executive has requested, on the recommendation of the Budget Director, that these transfers of appropriations be approved by this Committee of the County Board of Legislators, and;

WHEREAS, your Committee has reviewed these transfers and concurs in the need for same; therefore, be it

RESOLVED, that in accordance with the provision of Section 167.121 of the Laws of Westchester County, and based upon the recommendation of the Budget Director, and the authorization of the County Executive, this Committee of the County Board of Legislators approves and hereby authorizes the Budget Director to make transfers of funds between general classifications of accounts in the 2023 County Budget in the amount of \$31,740,533 as set forth on the Schedule "A" which is attached hereto and made a part hereof.

Dated:

White Plains, New York

2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A

	FUND	DEPT	UNIT	OBJECT	AMOUNT
Budget (101-13)					
Annual Regular Salary	101	13	1000	1010	(6,372)
Service by Dept of Law	101	13	1000	5325	6,372
Finance (101-15)					
Annual Regular Salary	101	15	2000	1010	(53,876)
Additional Equipment	101	15	1000	2400	933
Additional Equipment	101	15	2000	2400	415
Additional Equipment	101	15	3000	2400	104
Postage	101	15	1000	3700	(1,452)
Contractual Services	101	15	1000	4380	41,316
Service by Dept of Law	101	15	1000	5325	12,560
Information Technology (101-16)					
Overtime	101	16	2500	1400	31,496
Differential Payments	101	16	2500	1540	9,000
Employee Health Insurance	101	16	2500	1680	933,447
Overtime	101	16	5000	1400	603
Overtime	101	16	6000	1400	76,672
Equipment Service & Rental	101	16	6000	4070	(1,051,218)
Board of Acquisition & Contract (101-17)					
Annual Regular Salary	101	17	1000	1010	3,886
Printing & Office Supplies	101	17	1000	3600	(152)
Postage	101	17	1000	3700	(93)
Equipment Service & Rental	101	17	1000	4070	(452)
Telephone Expenses	101	17	1000	4160	(164)
Svc Information Support Services	101	17	1000	5205	(3,025)
Emergency Services (101-20)					
Hourly Wages	101	20	1000	1200	3,559
Overtime	101	20	1000	1400	148,794
Replacement Equipment	101	20	1000	2300	(152,353)
Social Services (101-22)					
Medicaid - Disproportionate Share (DSH)	101	22	8900	5761	4,431,881
Annual Regular Salary	101	22	5000	1010	(497,530)
Additional Equipment	101	22	5000	2400	(20)
General Supplies	101	22	0010	3240	(136,685)
Equipment Service & Rental	101	22	0010	4070	(3,797,646)
Consumer Protection (101-25)					
Postage	101	25	0200	3700	(2,753)
Service by Dept of Law	101	25	0200	5325	2,753
Health (101-27)					
	101	27	2700	4538	2,987,829
Annual Regular Salary	101	27	0010	1010	(2,017,001)
Annual Regular Salary	101	27	2700	1010	(755,778)
Hourly Wages	101	27	0010	1200	(3,587)
Fees	101	27	0010	1300	(6,443)
Overtime	101	27	0010	1400	(33,337)
Differential Payments	101	27	0010	1540	(2,416)
Overtime	101	27	2700	1400	(1,470)
Replacement Equipment	101	27	0010	2300	(1,880)

2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A

	FUND	DEPT	UNIT	OBJECT	AMOUNT
Additional Equipment	101	27	0010	2400	(46,383)
Automotive Supplies	101	27	0010	3010	(1,047)
Books and Periodicals	101	27	0010	3070	(30)
General Supplies	101	27	0010	3240	(3,931)
Medical/Dental/Lab Supplies	101	27	0010	3530	(89,826)
Printing and Office Supplies	101	27	0010	3600	(3,662)
Postage	101	27	0010	3700	(10,479)
Printing and Office Supplies	101	27	2700	3600	(5,559)
Postage	101	27	2700	3700	(5,000)
Labs & Research (31)					
Overtime	101	31	0010	1400	13,351
Replacement Equipment	101	31	0010	2300	(13,351)
Public Administrator (101-40)					
Annual Regular Salary	101	40	1000	1010	12,860
Replacement Equipment	101	40	1000	2300	(1,000)
Automotive Supplies	101	40	1000	3010	(277)
Books and Periodicals	101	40	1000	3070	(300)
Printing and Office Supplies	101	40	1000	3600	(811)
Postage	101	40	1000	3700	(946)
Equipment Service & Rental	101	40	1000	4070	(2,858)
Employee Travel Expenses	101	40	1000	4110	(125)
Repairs and Maintenance	101	40	1000	4200	(500)
Educational Training	101	40	1000	4360	(81)
Contractual Services	101	40	1000	4380	(136)
Technical Services	101	40	1000	4420	(92)
Svc Information Support Services	101	40	1000	5205	(269)
Service by Dept of Law	101	40	1000	5325	(5,465)
Solid Waste (101-41)					
Employee Health Insurance	101	41	1000	1680	155,188
Postage	101	41	1000	3700	6,328
Additional Equipment	101	41	1000	2400	(62,826)
Services By Public Safety Dept	101	41	1000	5390	(98,690)
Office of Assigned Counsel (101-43)					
Annual Regular Salary	101	43	1000	1010	(61,212)
Additional Equipment	101	43	1000	2400	(8,549)
Printing and Office Supplies	101	43	1000	3600	(120)
Postage	101	43	1000	3700	(5,426)
Indigent Defendant Legal Svcs - Misd	101	43	1000	4091	75,307
Miscellaneous Budgets (101-52)					
Employee Health Insurance	101	52	1500	1680	11,773,589
Unemployment Insurance	101	52	1500	1720	82,279
Debt Service: Bond Principal	101	52	2151	4461	1
Contribution-6N Fund	101	52	2004	4937	2,187,476
Cont-Workers Comp Fund	101	52	2004	4945	5,000,000
Legal Aid Society of Westchester	101	52	2085	5100	579,766
Legal Svcs-of Hudson Valley	101	52	2092	5100	56,981
Legal Svcs-Peekskill	101	52	2093	5100	3,263
Resident Tuition-Other College	101	52	2115	5100	824,671
Special Studies	101	52	2120	5100	35,828
Taxes on County Property	101	52	2130	5100	96,395

2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A


	FUND	DEPT	UNIT	OBJECT	AMOUNT
Tourism	101	52	2135	5100	201,450
Tuition Reimbursement Program	101	52	2140	5100	11,897
Retirement Systems - Nys	101	52	1500	1650	(1,429,263)
Fica / Medicare	101	52	1500	1651	(53,420)
MCTD Mobility Tax	101	52	1500	1710	(64,855)
Employee Benefit Fund	101	52	1500	1715	(118,561)
Tax Certioraris	101	52	2020	5100	(3,992,520)
County Membership Fees	101	52	2030	5100	(15,875)
Court Ordered Medical Exams	101	52	2050	5100	(1,000)
Board of Ethics	101	52	2062	5100	(10,000)
Independent Audit	101	52	2065	5100	(2,500)
In Rem Proceedings	101	52	2075	5100	(1,000)
Legal Srvs-Indigent Defense	101	52	2091	5100	(455,749)
Municipal Sales Tax Distribution	101	52	2102	5100	(8,408,586)
Public Employee Relations Bd	101	52	2105	5100	(1,000)
Services to WCHCC	101	52	2124	5100	(3,839,036)
Statutory Charges	101	52	2125	5100	(93,108)
NYS Court Facilities	101	52	2151	4463	(198,423)
NYS Court Facilities	101	52	2151	5100	(1,911)
Cornell Cooperative Extension	101	52	2170	5100	(81,664)
Community Based Orgs	101	52	2508	5100	(1,625,096)
NYS Court Facilities	101	52	2151	5280	(460,029)
Parks, Recreation, and Conservation (165-42)					
	165	42	4250	1200	1,584,850
Replacement Equipment	165	42	1100	2300	(121,887)
Replacement Equipment	165	42	4100	2300	(5,908)
Automotive Supplies	165	42	1100	3010	(1,085,080)
Insurance	165	42	4400	4280	(3,301)
Debt Service: Bond Interest	165	42	5520	4463	(119,411)
Services By Public Works Dept	165	42	1100	5280	(249,263)
Environmental Facilities - Sewer Operations (221-60)					
Employee Health Insurance	221	60	0110	1680	236,636
Overtime	221	60	0110	1400	109,350
Contractual Services	221	60	0110	4380	(345,986)
Environmental Facilities - Water District #3 (243-60)					
Replacement Equipment	243	60	5310	2300	1,447
Automotive Supplies	243	60	5310	3010	(1,447)
TOTAL TRANSFER AUTHORITY REQUESTED					31,740,533

Memorandum

Office of the County Executive
Michaelian Office Building

May 17, 2024

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

FROM: George Latimer
Westchester County Executive 

RE: Message Requesting Immediate Consideration: **Act – 2023 Budget Amendment.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herein is an act authorizing the amendment of the 2023 County Operating Budget in the amount of \$28,145,449 and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 17, 2024

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

Honorable Members of The Board of Legislators:

Transmitted herein is an act authorizing the amendment of the 2023 County Operating Budget in the amount of \$28,145,449 and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$28,145,449 in the appropriations for the Department of Social Services. Disproportionate share hospital (DSH) payments to the medical center were higher than anticipated. This increase is fully funded by additional revenues received within the 2023 fiscal year.

Also included in this requested amendment are appropriations increases for debt service within the County's sanitary sewer district funds.

Therefore, I recommend the approval of the attached Act amending the 2023 County Operating Budget in the amount of \$28,145,449 and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer", written over a horizontal line.

George Latimer
County Executive

Attachment

THE HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER, NEW YORK

Your committee is in receipt of an act authorizing the amendment of the 2023 County Operating Budget in the amount of \$28,145,449, and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$28,145,449 in the appropriations for the Department of Social Services. Disproportionate share hospital payments to the medical center were higher than anticipated. This increase is fully funded by additional revenues received within the 2023 fiscal year.

Also included in this requested amendment are appropriations increases for debt service within the County's sanitary sewer district funds.

Therefore, the committee recommends the approval of the attached Act amending the 2023 County Operating Budget in the amount of \$28,145,449, and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Dated:

White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: 2023 Budget Amendment

☐ 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 \$ 29,567,449

Total Current Year Revenue \$ 29,567,449

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

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: SEE ATTACHED ACT

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 17, 2024

Reviewed By: 

Budget Director

Date: 5/17/24

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

SECTION 1. The following transfers in 2023 County Operating Budget are hereby authorized:

EXPENDITURES:

Department of Social Services

Medicaid - Disproportionate Share Hospital (101-22-8900-5761)	+ \$	28,145,449
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TOTAL GENERAL FUND EXPENSE	\$	28,145,449
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REVENUES:

Miscellaneous Budget

Other Miscellaneous - DSH (101-52-1000-9670)	+ \$	28,145,449
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TOTAL GENERAL FUND REVENUE	\$	28,145,449
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SECTION 2. The 2023 County Special Districts Budget shall be amended as follows:

EXPENDITURES:

North Yonkers Pumping Station (233-60)

Cash to Capital (233-60-1310-4463)	+ \$	566,000.00
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Yonkers Joint Treatment Plant (234-60)

Cash to Capital (234-60-1410-4463)	+ \$	856,000.00
------------------------------------	------	------------

TOTAL DISTRICT EXPENDITURES	\$	1,422,000.00
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REVENUES:

North Yonkers Pump Station (233-60)

Transfer in from Districts 233-60-1310-9696	+ \$	566,000.00
---	------	------------

Yonkers Joint Treatment Plant (234-60)

Transfer in from Districts 234-60-1410-9696	+ \$	856,000.00
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TOTAL DISTRICT REVENUES	\$	1,422,000.00
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SECTION 3. This ACT shall take effect immediately.

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

May 7, 2024

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 Thomas Dalton v Orange County and Westchester County in Supreme Court Westchester County, Index No. 55146/2020, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00, inclusive of attorney's fees.

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 of Thomas Dalton v County of Westchester et al., in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Paul Marx. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$590,000.00. The County of Westchester and the County of Orange will each contribute \$295,000.00, inclusive of attorney's fees.

Hillary Nappi, Esq. of Hach Rose Schirripa & Cheverie, LLP, 112 Madison Avenue, 10th Floor, New York, New York 10016, is representing the plaintiff, Thomas Dalton.

This lawsuit is brought pursuant to the Child Victims Act ("CVA"), CPLR Section 214-g which revived the statute of limitations for victims of childhood sexual abuse. The Plaintiff was placed in foster care by the Orange County Department of Social Services (hereinafter "OCDSS") after being abandoned by his mother. By Order dated October 8, 1986 the Family Court Judge of Orange County, terminated the parental rights of plaintiff's natural parents and committed guardianship and custody rights to the OCDSS empowering OCDSS to consent to the adoption of plaintiff subject to the order of a court of competent jurisdiction. On September 1, 1988 an Adoptive Placement Agreement was executed by George Dalton (hereinafter referred to as "Dalton") and OCDSS for the placement of plaintiff in the home of Dalton. The Dalton home



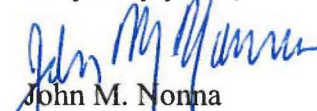
was located in Westchester County. Sometime after the plaintiff was placed with Dalton, Westchester County Department of Social Services (hereinafter referred to as "WCDSS") and OCDSS executed an Agreement Between Agencies, wherein OCDSS authorized WCDSS to provide adoptive care to Dalton and plaintiff and to report back to OCDSS until plaintiff is legally adopted by Dalton. OCDSS signed the agreement on October 21, 1988 and WCDSS signed the agreement on December 5, 1988. An Affidavit of Agency Investigation, dated October 27, 1989, was submitted to the Westchester County Family Court, by WCDSS, for consideration in the adoption of the Plaintiff. On January 23, 1990 the Westchester County Family Court Judge granted the petition of Dalton to adopt the plaintiff. The plaintiff alleges that soon after he was placed in the Dalton home when he was 10 years old, he became the victim of sexual abuse. He alleges that the abuse continued on a regular basis until weeks prior to his 18th birthday in 1995 when Dalton was arrested for the sexual abuse he perpetrated on plaintiff. Dalton is not a defendant in this action and is deceased. Plaintiff claims that he reported the abuse to both the Orange County and Westchester County caseworkers. The Orange County worker is deceased and the Westchester County worker denies knowledge of the abuse.

Plaintiff graduated from Eastchester High School in 1995. He joined the Army and failed basic training. He has held numerous jobs that he had difficulty keeping due to his inability to follow direction. He married and later divorced. He is addicted to both alcohol and opiates and has been in outpatient and inpatient programs. He has been convicted of numerous crimes for which he has spent time in New York State Correctional Facilities. He has spent years in therapeutic treatment programs and continues to participate in a drug treatment program to date.

The plaintiff will argue that the WCDSS was negligent in its investigation, selection and supervision of the Dalton home as an adoptive home. The OCDSS will also argue that the WCDSS was negligent and both the plaintiff and Orange County will argue that Westchester County's negligence contributed to the injuries allegedly suffered by the plaintiff.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of Thomas Dalton v Orange County and Westchester County, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

Very truly yours,


John M. Nonna
County Attorney

JMN/jhf

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Thomas Dalton v Orange County and Westchester County, in the amount of \$295,000.00 inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Paul Marx. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$590,000.00. The County of Westchester and the County of Orange will each contribute \$295,000.00, inclusive of attorney's fees.

Hillary Nappi, Esq. of Hach Rose Schirripa & Cheverie, LLP, 112 Madison Avenue, 10th Floor, New York, New York 10016, is representing the plaintiff, Thomas Dalton.

This lawsuit is brought pursuant to the Child Victims Act ("CVA") CPLR Section 214-g which revived the statute of limitations for victims of childhood sexual abuse. The Plaintiff was placed in foster care by the Orange County Department of Social Services (hereinafter "OCDSS") after being abandoned by his mother. By Order dated October 8, 1986 the Family Court Judge of Orange County, terminated the parental rights of plaintiff's natural parents and committed guardianship and custody rights to the OCDSS empowering OCDSS to consent to the adoption of plaintiff subject to the order of a court of competent jurisdiction. On September 1, 1988 an Adoptive Placement Agreement was executed by George Dalton (hereinafter referred to as "Dalton") and OCDSS for the placement of plaintiff in the home of Dalton. The Dalton home

was located in Westchester County. Sometime after the plaintiff was placed with Dalton, Westchester County Department of Social Services (hereinafter referred to as “WCDSS”) and OCDSS executed an Agreement Between Agencies, wherein OCDSS authorized WCDSS to provide adoptive care to Dalton and plaintiff and to report back to OCDSS until plaintiff is legally adopted by Dalton. OCDSS signed the agreement on October 21, 1988 and WCDSS signed the agreement on December 5, 1988. An Affidavit of Agency Investigation, dated October 27, 1989, was submitted to the Westchester County Family Court, by WCDSS, for consideration in the adoption of the Plaintiff. On January 23, 1990 the Westchester County Family Court Judge granted the petition of Dalton to adopt the plaintiff. The plaintiff alleges that soon after he was placed in the Dalton home when he was 10 years old, he became the victim of sexual abuse. He alleges that the abuse continued on a regular basis until weeks prior to his 18th birthday in 1995 when Dalton was arrested for the sexual abuse he had perpetrated on plaintiff. Plaintiff claims that he reported the abuse to both the Orange County and Westchester County caseworkers. The Orange County worker is deceased and the Westchester County worker denies knowledge of the abuse.

Plaintiff graduated from Eastchester High School in 1995. He joined the Army and was kicked out of basic training. He has held numerous jobs that he had difficulty keeping due to his inability to follow direction. He married and later divorced. He is addicted to both alcohol and opiates. He has been convicted of numerous crimes for which he has spent time in New York State Correctional Facilities. He has spent years in therapeutic treatment programs and continues to participate in a drug treatment program to date.

The plaintiff will argue that the WCDSS was negligent in its investigation, selection and supervision of the Dalton home as an adoptive home. The OCDSS will also argue that the WCDSS was negligent and both the plaintiff and Orange County will argue that Westchester County's negligence contributed to the injuries allegedly suffered by the plaintiff.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of Thomas Dalton v Orange County and Westchester County, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled Thomas Dalton v Orange County and Westchester County., in the amount of \$295,000.00, Westchester County Supreme Court Index No. 55146/2020, inclusive of attorney's fees.

An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York

, 2024

COMMITTEE ON

ACT NO. -2024

AN ACT authorizing the County Attorney to settle the lawsuit of Thomas Dalton v Orange County and Westchester County, Westchester County Supreme Court Index No. 55146/2020, in the amount of \$295,000.00, inclusive of attorney's fees

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

Section 1. The County Attorney is authorized to settle the lawsuit of Thomas Dalton v. Orange County and Westchester County, Westchester County Supreme Court Index No. 55146/2020, in the amount of \$295,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Thomas Dalton G ☐ 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 \$ 295,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts: 6N Fund: 615 59 0530 1250 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of CVA Claim G880211 Dalton, Thomas

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: Jane Hogan-Felix

Title: Deputy County Attorney

Department: Law

Date: April 29, 2024

210

Reviewed By:

Lawrence S. Sade
Budget Director

Date:

4/29/24

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



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

Hon. Terry Clements
Chair, Public Safety Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: May 1, 2024

RE: IMA- The City of New Rochelle– National Night Out

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations & Public Safety.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Shatika Parker
Sunday Vanderberg

Tel: (914) 995-2848 • Fax: (914) 995-3884 • E-mail: Gashi@westchesterlegislators.com

**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 New Rochelle (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out (the “Program”) within the period from January 1, 2024 through December 31, 2024.

The County will pay the Municipality a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars, payable as invoiced, pursuant to an approved budget.

In consideration, the PD will provide the Program on or about Tuesday, August 6, 2024. The Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer, more caring places. The Program enhances the relationship between the residents of the Municipality and the PD, all while creating a sense of community. Furthermore, the Program provides an opportunity to bring the PD and the community together in a positive setting.

Under said Program, the Municipality shall provide a variety of events including, but not limited to: community tours of the PD’s Headquarters, tours of the Long Island Sound with the PD’s Harbor Unit, live K-9 presentations, helicopter fly over(s), drone demonstration(s), and educational information and memorabilia / “giveaways” that will be provided to the community.

Like in past years, the Program will also provide food and beverages, as well as provide children’s activities such as a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and knocker ball.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, your Committee recommends authorizing the County to enter into the IMA.

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 8, 2024, 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 passage 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 legislation authorizing the above-mentioned inter-municipal agreement and recommends its approval.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

C:mb

ACT NO. 2024-____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of New Rochelle, acting by and through its Police Department, pursuant to which the City of New Rochelle will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed \$4,120.00.

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

Section 1. The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement with the City of New Rochelle (the “Municipality”), acting by and through its Police Department, pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars, payable as invoiced, pursuant to an approved budget.

§2. The Municipality shall submit a written report, including statistics, to the County, of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished.

§3. The Chair of the Board of Legislators or his duly authorized designee 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 New Rochelle

☐ 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☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	4,120
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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: 101-52-5100-2508

[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: May 1, 2024

Reviewed By: A. M. K.

Budget Director

Date: 5/1/24

THIS AGREEMENT made the day of , 2024 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 NEW ROCHELLE, a New York municipal corporation, acting by and through its **POLICE DEPARTMENT** having an office and principal place of business at 515 North Avenue New Rochelle, NY 10801, (hereafter the "Municipality").

FIRST: The Municipality shall provide a National Night Out program as described in Schedule “A” attached hereto and made a part hereof (the “Program” or Services). The Program will operate on Tuesday, August 6, 2024. The Services shall be carried out by the Municipality in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence retroactively January 1, 2024 and shall terminate on December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the services to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars and zero cents payable in full after submission by the Municipality of an invoice within thirty (30) days of full execution of this Agreement, pursuant to the budget attached hereto and made a part hereof as Schedule “B”. 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, only for such Services which have been accepted and approved by the Chair. No extra payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said Services are deemed to be included in the fee set forth above.

FOURTH: 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.

FIFTH: The Municipality shall report to the County on its progress toward completing the Services, as the Chair of the Westchester County Board of Legislators or his 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 the Program, including the number of participants in each activity, and written statistics of the 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.

SIXTH: 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.

SEVENTH: (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 Services 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 Services 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 Services 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.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Services 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.

NINTH: The Municipality represents and warrants that all prices quoted herein for the services to be performed hereunder have been arrived at by the Municipality independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

TENTH: 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.

ELEVENTH The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or

promulgated (“Laws”) applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TWELFTH: All records or recorded data of any kind compiled by the Municipality in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chair. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

THIRTEENTH: 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 Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Services 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 Services performed by a County-approved subcontractor shall be deemed Services 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 Services 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 Chair a letter signed by the owner and/or chief executive officer 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.

FOURTEENTH: 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.

FIFTEENTH: 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 Services 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.

SIXTEENTH: 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, or sent by facsimile (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 New Rochelle Police Department
475 North Avenue #2
New Rochelle, New York 10801

with a copy to: Corporation Counsel
City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: 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.

TWENTIETH: Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the aforementioned Schedule. The Municipality agrees that the terms of the Schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the Schedule accurately and completely.

1.) Schedule “D” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department).

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-FIRST: 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.

TWENTY-SECOND: 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 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.

TWENTY-THIRD 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:
Title:

THE MUNICIPALITY

By: _____
Name:
Title:

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

Approved

Assistant County Attorney
County of Westchester
k/bara/bol/IMA New Rochelle Nat. Night. Out 2024 CON133904

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)
(Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

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

(Village Board, Village Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 2024, before me personally came _____
whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE "A"

SCOPE / SPECIFICATIONS

Municipality shall provide the County with its "National Night Out" Program on Tuesday August 6, 2024. Under said program, Municipality shall provide a variety of events including, but not limited to: Community Tours of the Municipality's Police Headquarters, tours of the Long Island Sound with the Municipality's Harbor Unit, live K-9 presentation, a Police Helicopter fly over(s), a drone demonstration(s), educational information and memorabilia / "giveaways" that will be provided to the community. Like in past years, the program will provide food and beverages, as well as provide children's activities such as a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and Knocker ball.

National Night Out Program is a community building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods a safe and more caring place to live. National Night Out enhances the relationship between New Rochelle residents and the New Rochelle Police Department while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and community together in a very positive setting.

DRAFT

SCHEDULE "B"

APPROVED BUDGET

- \$1,500 – Soft Ice cream
- \$1,500 – Shaved Ice
- \$1,120 – Other food items

Total Not to Exceed Amount:

\$4,120.00

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Event / Municipality Insurance)**

1. Prior to commencing an event, and throughout the term of the Agreement, the Permittee 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"), by providing a copy of policies, endorsements, and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies, endorsements, 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. Endorsements, 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 insurance 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) **Event Insurance** if the Event satisfies both of the following criteria:

- **Maximum daily attendance:** 5000, and
- **Lasting no longer than:** 10 consecutive days

i) An Event shall include, but not be limited to, the following:

Arts and Craft Shows	Conventions	Reunions
Auctions	Dances	Receptions
Bazaars	Exhibits	Seminars
Banquets	Meetings	Shows
Charity Events	Musicals	Social Gatherings
Church Meetings	Pageants	Weddings
Concerts*	Picnics	Wedding Reception
Conferences	Proms	Wedding Rehearsal

*Some concerts may be excluded from coverage or carry a higher premium as dictated by a carrier.

ii) The Event Insurance **effective date/s must cover:**

- **Date/s of actual event**
- **Day/s prior to and following actual event date if on-site set up and breakdown is needed**

iii) The Event Insurance shall meet the following **minimum insurance requirements**:

A) **General Liability Insurance** with a combined single limit of **\$1,000,000 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:

- **Property damage**
- **Bodily injury**

B) **Automobile Liability** with a minimum limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. The insurance shall include the following coverages:

- **Owned Automobiles**
- **Hired Automobiles**
- **Non-Owned Automobiles**

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

D) **Liquor Liability Insurance:**

- **Liquor Liability:** If alcohol will be **SOLD**: limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.
- **Host Liquor Liability:** If alcohol will be **SERVED and NOT SOLD**: Limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.

And

E) **Abuse & Molestation Liability:** If the primary Event focus or its direct participants include children under 18 years old, adults with special needs or the elderly: Minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. (Minimum limit of \$3,000,000 may be required depending on the scope and at the

discretion of the Director of Risk Management. The insurance shall include the following coverages:

- **Misconduct**
- **Abuse (including both physical and sexual)**
- **Molestation**

(c) If the **Municipality is unable to secure Event Insurance to the satisfaction of the Director, the above insurance coverage must be secured as stand-alone policies.**

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.

4. The above policies for the Municipality and/or any of its subcontractors shall not contain any endorsements, terms, conditions or definitions that result in any labor law or action over exclusions.

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: Printed copies of all of your full insurance policies, and any and all endorsements, are required.

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?


In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:	10. Account Type: <i>(check one)</i> <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

<div style="display: flex; justify-content: space-around;"> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> </div>
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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



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

Hon. Terry Clements
Chair, Public Safety Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: May 2, 2024

RE: IMA- The City of Peekskill– National Night Out

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations & Public Safety.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Shatika Parker
Sunday Vanderberg

Tel: (914) 995-2848 • **Fax:** (914) 995-3884 • **E-mail:** Gashi@westchesterlegislators.com

**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 Peekskill (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out (the “Program”) within the period from January 1, 2024 through December 31, 2024.

The County will pay the Municipality a total amount not to exceed Two Thousand, (\$2,000.00) Dollars, payable as invoiced, pursuant to an approved budget.

In consideration, the PD will provide the Program on or about Tuesday, August 6, 2024. The Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer, more caring places. The Program enhances the relationship between the residents of the Municipality and the PD, all while creating a sense of community. Furthermore, the Program provides an opportunity to bring the PD and the community together in a positive setting.

Like in past years, the Program will also provide food and beverages, music, as well as provide children’s activities such as football, soccer, arts and crafts, jewelry making, bouncy house activities and raffle giveaways.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, your Committee recommends authorizing the County to enter into the IMA.

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 8, 2024, 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 passage 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 legislation authorizing the above-mentioned inter-municipal agreement and recommends its approval.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

C:mb

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Peekskill

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

X	GENERAL FUND
----------	---------------------

☐ AIRPORT FUND☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	2,000
-----------------------------------	-----------	--------------

Total Current Year Revenue	\$	-
-----------------------------------	-----------	----------

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-5100-2509

[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: May 2, 2024

Reviewed By: Lawrence E. Jones

Budget Director

Date: 5/2/24

FOURTH: 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.

FIFTH: The Municipality shall report to the County on its progress toward completing the Services, as the Chair of the Westchester County Board of Legislators or his 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 the Program, including the number of participants in each activity, and written statistics of the 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.

SIXTH: 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.

SEVENTH: (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. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services 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 Services 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 Services 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.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Services 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.

NINTH: 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.

TENTH: The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

ELEVENTH: All records or recorded data of any kind compiled by the Municipality in completing the Services described in this Agreement, including but not limited to written reports, studies, computer printouts, plans, specifications and all other similar recorded data, shall

become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chair. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

TWELFTH: 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. Any purported delegation of duties, assignment of rights or subcontracting of Services 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 Services performed by a County-approved subcontractor shall be deemed Services 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 Services 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 Chair a letter signed by the owner and/or chief executive officer 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.

THIRTEENTH: 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.

FOURTEENTH: 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 Services 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.

FIFTEENTH: 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, or sent by facsimile (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 Peekskill
840 Main Street
Peekskill, New York 10566

With a copy to:

Peekskill Police Department
2 Nelson Avenue
Peekskill, New York 10566

SIXTEENTH: 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form attached hereto as Schedule "D". If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTIETH: 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.

TWENTY-FIRST: 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 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.

TWENTY-SECOND: 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 MUNICIPALITY

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on
the _____ day of _____, 2024.

Approved

Assistant County Attorney
County of Westchester
k/bara/bol/LMA Peekskill NNO 2024 CON133911

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

(Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

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

(Village Board, Village Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2024, before me personally came _____
whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____,
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public

County

SCHEDULE “A”

SCOPE / SPECIFICATIONS

Municipality shall provide the County with its annual “National Night Out” Program (“Program”) on Tuesday, August 6, 2024. National Night Out is referred to as America’s night out against crime and is the largest community-police awareness raising-event held nationwide. It focusses on bringing the community together to heighten crime and drug prevention awareness, generate support and participation in local anticrime efforts.

The Program is an annual community campaign that promotes police-community partnerships and neighborhood togetherness to make neighborhoods safer and a more caring place to live. The major objective of the Program is to enhance the relationship between neighbors and law enforcement while bringing back a true sense of community. To accomplish this goal, through the Program, the Municipality shall provide a variety of events, including but not limited to, football, soccer, cornhole, arts and crafts, jewelry making, bouncy house activities and raffle giveaways. Community members will also enjoy music, dance, and live performances.

National Night Out Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer and more caring places to live. National Night Out Program enhances the relationship between residents and the Police Department, all while creating a sense of community. Furthermore, National Night Out Program provides a great opportunity to bring the Police Department and the community together in a positive setting.

SCHEDULE "B"

APPROVED BUDGET

\$600.00 - Food preparation equipment

\$300.00 - Food items

\$500.00 – Educational / Arts and Crafts materials

\$600.00 - Youth entertainment

Total Not to Exceed Amount:

\$2,000.00

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Event / Municipality Insurance)**

1. Prior to commencing an event, and throughout the term of the Agreement, the Permittee 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"), by providing a copy of policies, endorsements, and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies, endorsements, 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. Endorsements, 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 insurance 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) **Event Insurance** if the Event satisfies both of the following criteria:

- **Maximum daily attendance: 5000, and**
- **lasting no longer than: 10 consecutive days**

i) An Event shall include, but not be limited to, the following:

Arts and Craft Shows	Conventions	Reunions
Auctions	Dances	Receptions
Bazaars	Exhibits	Seminars
Banquets	Meetings	Shows
Charity Events	Musicals	Social Gatherings
Church Meetings	Pageants	Weddings
Concerts*	Picnics	Wedding Reception
Conferences	Proms	Wedding Rehearsal

*Some concerts may be excluded from coverage or carry a higher premium as dictated by a carrier.

ii) The Event Insurance **effective date/s must cover:**

- **Date/s of actual event**
- **Day/s prior to and following actual event date if on-site set up and breakdown is needed**

iii) The Event Insurance shall meet the following **minimum insurance requirements**:

A) **General Liability Insurance** with a combined single limit of **\$1,000,000 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:

- **Property damage**
- **Bodily injury**

B) **Automobile Liability** with a minimum limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. The insurance shall include the following coverages:

- **Owned Automobiles**
- **Hired Automobiles**
- **Non-Owned Automobiles**

C) **Commercial Umbrella/Excess Insurance; \$2,000,000 each Occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis and written on a "follow the form" basis.

D) **Liquor Liability Insurance;**

- **Liquor Liability:** If alcohol will be **SOLD**; limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.
- **Host Liquor Liability:** If alcohol will be **SERVED and NOT SOLD**; Limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.

And

E) **Abuse & Molestation Liability:** If the primary Event focus or its direct participants include children under 18 years old, adults with special needs or the elderly: Minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. (Minimum limit of \$3,000,000 may be required depending on the scope and at the

discretion of the Director of Risk Management. The insurance shall include the following coverages:

- **Misconduct**
- **Abuse (including both physical and sexual)**
- **Molestation**

(c) If the **Municipality is unable to secure Event Insurance to the satisfaction of the Director, the above insurance coverage must be secured as stand-alone policies.**

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.

4. The above policies for the Municipality and/or any of its subcontractors shall not contain any endorsements, terms, conditions or definitions that result in any labor law or action over exclusions.

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: Printed copies of all of your full insurance policies, and any and all endorsements, are required.

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**Authorization is:
(check one)

- ☐ New
☐ Change
☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; justify-content: space-around;"><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; justify-content: space-around;"><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

ACT NO. 2024-_____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Peekskill, acting by and through its Police Department, pursuant to which the City of Peekskill will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed \$2,000.00.

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

Section 1. The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement with the City of Peekskill (the “Municipality”), acting by and through its Police Department, pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Two Thousand, (\$2,000.00) Dollars, payable as invoiced, pursuant to an approved budget.

§2. The Municipality shall submit a written report, including statistics, to the County, of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished.

§3. The Chair of the Board of Legislators or his duly authorized designee 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.

Margaret A. Cunzio

Minority Leader, Legislator, 3rd District



Committee Assignments:
Rules, Co-Chair
Public Safety, Vice Chair
Legislation

MEMORANDUM

TO: Vedat Gashi, Chair, Board of Legislators

FROM: Margaret Cunzio, Legislator – 3rd District

DATE: May 15, 2024

RE: Correspondence: request for removal from Westchester County
Saw Mill Sanitary Sewer District: 127 Palmer Lane, Thornwood, NY 10532

Please add the attached correspondence to the agenda of the May 20, 2024 Board of Legislators meeting for referral to the appropriate committees.



CARL FULGENZI
Supervisor

May 9, 2024

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

Re: Request for removal from Westchester County Saw Mill Sanitary Sewer District

Dear Honorable Cunzio,

Enclosed is a certified copy of Town Board Resolution 192-24 for the following property owner who has requested removal from the County Saw Mill Sewer District.

<u>Name</u>	<u>Tax Map</u>	<u>Address</u>
Gerardo Villani	107.13-1-39	127 Palmer Lane, Thornwood, NY 10594

Also enclosed is a copy of the town tax map for this parcel. Please have this request processed for removal from the County Saw Mill Sewer District.

Sincerely,


Carl Fulgenzi, Town Supervisor



EMILY COSTANZA
Town Clerk

EXTRACT OF THE MINUTES
OF THE REGULAR MEETING
OF THE TOWN BOARD
TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NY
HELD APRIL 23, 2024

Authorization to Remove 127 Palmer Lane from County Saw Mill River Sewer District

RESOLUTION 192-24

Upon motion of Councilwoman Zaino, seconded by Councilman Saracino and unanimously carried, it was,

WHEREAS, certain property owner(s) have requested removal of their property from the Westchester County Saw Mill Sewer District; and

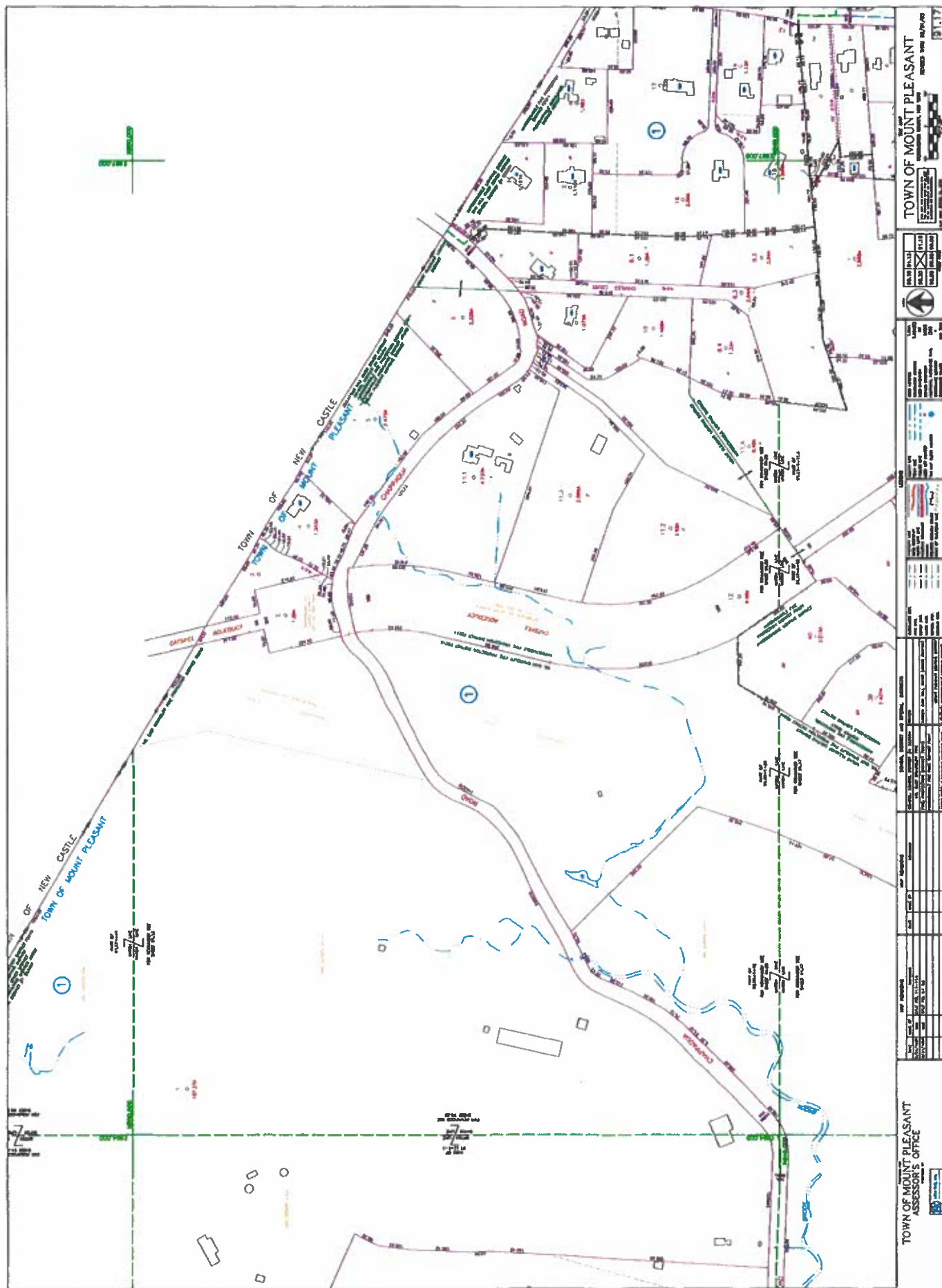
WHEREAS, it is believed by the Town of Mount Pleasant that the property satisfies all criteria set forth by the Westchester County Department of Environmental Facilities (WCDEF) for removal of a property from the tax base; and therefore be it

RESOLVED, that the Westchester County Board of Legislators is requested to remove the following parcel from the Westchester County Saw Mill Sanitary Sewer District:

<u>Name</u>	<u>Tax Map</u>	<u>Address</u>
Gerardo Villani	107.13-1-39	127 Palmer Ln.

VOTE - AYES - Town Supervisor Fulgenzi, Councilwoman Zaino, Councilman Sialiano, Councilwoman Smalley, Councilman Saracino

EMILY COSTANZA
TOWN CLERK
TOWN OF MOUNT PLEASANT



**MEMORANDUM OF LEGISLATION**

DATE: May 20th, 2024

TITLE: Mandating Apprenticeship Opportunities on Certain County Construction Projects

SPONSOR: Legislator David Tubiolo, Legislator Colin Smith, Legislator Emiljana Ulaj

PURPOSE OR GENERAL IDEA OF BILL: To require all contractors and approved subcontractors seeking to contract with the County have a NYS DOL approved apprenticeship program in place prior to the award of any construction contract in excess of \$250,000. This Local Law would further authorize the County to consider to which career opportunities in apprenticeship training programs may be provided. Additionally, lessees of County-owned property would be subject to the apprenticeship agreement requirements when entering into construction contracts respecting County-owned property, if the total construction contract cost exceeds \$250,000.

A prospective contractor should be required to submit proof of a DOL approved apprenticeship agreement and certify all subcontractors shall comply with such apprenticeship agreement within 60 days of being awarded a contract. A prospective contractor who fails to submit such proof within the time specified should result in the determination that such bid is non-responsive and therefore invalid. In the event that a selected contractor fails to comply with the requirements of this law, the County should have the power to withhold payments, cancel, terminate, or suspend the contract. The same shall apply to a lessee that fails to provide proof of an apprenticeship agreement for any construction contract with respect to county owned property.

INTENT: To maximize the availability of apprenticeship opportunities by leveraging the county's contracting authority.

JUSTIFICATION: Apprenticeship programs provide meaningful workforce development opportunities, training workers in recognized occupations through on-the-job training and related instruction. Individual apprenticeship programs are administered by a sponsor, which can be an employer, a labor management organization, or another entity. The county can foster the creation of new local jobs while also developing a skilled workforce by leveraging its contracting authority to require apprenticeship offerings on construction projects in excess of 250,000. Additionally, this will provide a new avenue for unions which already offer NYS DOL approved apprenticeship programs to engage with contractors directly. Rather than developing their own apprenticeship programs, contractors can turn to unions and develop a collaborative approach to meet the requirements imposed by this law.

This law would only apply to county construction contracts in excess of \$250,000. The \$250,000 threshold is the same for consideration of PLA's under existing county law. Notably, this threshold is much lower than what is required by Peekskill's apprenticeship law (\$1,500,000) and Ulster County's apprenticeship law (\$750,000).

PRESENT LAW: NONE.

cc: Marcello Figueroa, Legislative Director
Dylan Tragni, Chief of Staff

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed “A LOCAL LAW amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Westchester County Legislator.”

The proposed Local Law amends the Laws of Westchester County to increase the term of County Legislator from two years to four years, and concomitantly modifies the terms limits for County Legislator to be consistent with the new term length.

Your Committee is aware elections are expensive, both for candidates and for government agencies responsible for organizing them. The cost of administering elections and running for office continues to increase. Reducing the frequency of elections will save public funds. Additionally, less frequent elections will result in less campaigning, thereby reducing the overall amount of campaign mail, phone calls, and other forms of messaging received by county residents.

Your Committee is further aware, the competitive pressures of campaigning every two-years requires regular fundraising. The ever-increasing cost of campaigning magnifies the influence of big dollar donors, special interests, and other entities that can spend large amounts of money on political campaigns. A four-year term will enable Legislators to bring their best judgement to bear on important questions of public policy without the financial pressures that come with bi-annual campaigning.

Your Committee further finds that a four-year term will enable County Legislators to

oversee the implementation of their enacted policies. This includes ensuring county funds secured for a specific project are used in a timely fashion and for their intended purpose.

Your Committee believes that the current two-year term does not allow sufficient time to ensure increasingly complex problems are addressed with meaningful legislative action. To craft meaningful legislation, Legislators must be familiar with a wide breadth of fact, nuanced and varied opinions, technical variables, and have a robust understanding of the relationship between the county and every other level of government. As such, a single legislative proposal can take several months or even years to develop. A four-year term would provide Legislators with more time to acquire the experience and expertise needed to meaningfully address issues through legislative action.

Your Committee notes that, earlier this year, this Honorable Board enacted Local Law 1-2024, which modified Chapter 107 of the Laws of Westchester County in order to effectuate Section 3 of Chapter 741 of the 2023 Laws of the State of New York (“the State Enactment”). The State Enactment moves elections for, *inter alia*, County Legislator to even years by shortening a single term. Your Committee is aware that various municipalities are challenging the legality of the State Enactment. Local Law 1-2024 is scheduled to take effect at the same time as the State Enactment, which is currently scheduled to take effect on January 1, 2025. Your Committee is aware that there are legal challenges to the State Enactment in New York State Supreme Court. Your Committee recognizes that the course and timing of the legal challenges to the State Enactment are unknown, and it is possible that the State Enactment may be invalidated by the court or the effective date of the State Enactment, and thus Local Law 1-2024, may be delayed.

As such, the enclosed Local Law both modifies Chapter 107 as it currently reads, and Chapter 107 as it would read after Local Law 1-2024 goes into effect. The purpose for this dual modification is to ensure that the voters, who have to approve this law at a mandatory referendum, only need to pass on the question of four-year terms once, and that their voice is heard whether the State Enactment goes into effect or not.

Section 1 of the enclosed Local Law sets forth the Legislative Purpose and Intent of the Local Law. Your Committee understands that this section is included so that, if there were any questions or challenges to the law, there would be a clear statement of the purpose to help guide interpretation.

Sections 2 and 3 of the enclosed Local Law amend Chapter 107 as it currently reads, to provide for four-year terms for County Legislators. To effectuate this change, the sections identify that elections would take place in the year following the presidential election, the same as the County Executive. They further modify the term limits for County Legislator from “six consecutive two-year terms” (*i.e.*, twelve consecutive years), to “twelve consecutive years,” which keeps the same limit but accommodates both two- and four-year terms. Additionally, because the change from two- to four-year terms results in certain edge cases where an individual legislator would reach twelve years in the middle of a four-year term, the legislation addresses that situation.

Sections 4 through 6 of the enclosed Local Law amend Local Law 1-2024. If and when the State Enactment goes into effect, Chapter 107 would be modified to move elections from odd years to even years. The State Enactment accomplishes this by shortening a single term by one year, which would result in the subsequent election being on an even year cycle. If this Local Law

goes into effect, and the State Enactment goes into effect, that would mean that a four-year term would be shortened to three years, and County Legislator elections would be held in the year of the presidential elections, instead of the year following. Given the current legal challenges to the State Enactment, it is unclear exactly when the State Enactment will go into effect; therefore, the enclosed Local Law also adds additional clarification to ensure that it is clear that the provisions of Local Law 1-2024 only go into effect after the State Enactment does.

As noted, in order for this Honorable Board to change the length of terms for County Legislators, a mandatory referendum is required, and is provided for in Section 7 of the enclosed Local Law. To avoid putting the question before the voters multiple times, and to ensure that the votes of the electorate count, regardless of whether the State Enactment takes effect, the enclosed Local Law addresses both scenarios, by amending both the law as currently in effect and the law as it would be in effect if the State Enactment becomes operative. Further to that point, Section 8 of the enclosed Local Law directs a court to interpret the provisions of the Local Law liberally, and to consider them severable, if necessary, to effectuate the will of the voters.

Finally, Section 9 makes the enclosed Local Law effective immediately upon approval by the voters at the referendum. Thus, if approved, Chapter 107 is immediately amended by Sections 2 and 3 of the Local Law, and Local Law 1-2024 is amended by Sections 4 through 6. The effective date of Local Law 1-2024 is not modified, and it does not go into effect unless and until the State Enactment goes into effect, or the effective dates of the specific provisions of Local Law 1-2024, whichever is later.

Your Committee is informed that the proposed legislation does not meet the definition of

an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

In light of all of the foregoing, your Committee recommends the adoption of this Local Law.

Dated: 2024
White Plains, New York

COMMITTEE ON

RESOLUTION NO. ____ – 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2024, entitled “A LOCAL LAW amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Westchester County Legislator.” The public hearing will be held at __.m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

A Local Law amending Chapter 107 of the Laws of Westchester County to modify the length of terms for Westchester County Legislator

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

Section 1. Legislative Purpose and Intent. This Local Law is intended to extend the length of terms for the position of Westchester County Legislator, from two years to four years. This change, which is subject to approval of the voters at a referendum as set forth herein, is intended to take effect regardless of whether Section 3 of Chapter 741 of the 2023 Laws of the State of New York (“the State Enactment”) takes effect. This Local Law both modifies the language currently in effect in the Laws of Westchester County and the language contained in Local Law 1-2024, which implements the State Enactment, if and when the State Enactment goes into effect.

Section 2. Section 107.11 of the Laws of Westchester County, is hereby amended as follows:

Sec. 107.11. - Members: term, vacancies, vote.

1. The County Board of Legislators shall consist of such number of members elected from each County Board district as shall be set forth in section 107.31 of this act. The term of office of members of the County Board shall be ~~two~~ four years and shall begin on the first day of January next following their election. Members of the County Board shall be known as County legislators and shall be County officers.
2. a. Whenever a vacancy in the office of County Legislator shall occur within a year in which there is no County-wide general election for the position of County Legislator, or on January 1 of a year in which there is a County-wide general election for the position of County Legislator, such office shall be filled for the remainder of the unexpired term at a special election in the legislative district of said vacated office, to be called by the County Board as soon as practicable and, in any event, to be held no later than 90 days from the date of such vacancy. Notice of a special election called hereunder shall be in the manner provided for in the Election Law for notice of a general election. To the maximum extent feasible, the provisions of the Election Law governing the conduct of a special election shall apply. It shall be the duty of the Board of Elections to prepare ballots, voting machines and other matters so that such election may be properly held and conducted. Notwithstanding any law to the contrary, the expenses of a special election conducted pursuant to this law shall be borne by the County.

b. Whenever a vacancy in the office of County Legislator occurs after January 1 of a year in which there is a County-wide general election for the office of County Legislator such vacancy may be filled by an appointment made by the remaining members of the board of an individual otherwise qualified to hold such office. The appointee shall serve as County Legislator until an individual is certified by the Board of Elections to be County Legislator-elect for that legislative district as a result of the general election scheduled in November. Upon such certification, the County Legislator-elect shall take office and thereby shall replace the appointee, if any, for the remainder of the unexpired term. The determination of the Board of Legislators as to an appointee's qualification or forfeiture of office shall be conclusive.

3. Each County Legislator shall be entitled to one vote. Except as otherwise expressly provided in this act or in the Local Finance Law, action of the County Board shall be by a majority vote of all members of the board, provided that a vote to adjourn or to take action regarding the attendance of absent members may be taken by a majority of the members present.
4. No person shall serve as a member of the County Board for more than twelve consecutive years, ~~six consecutive two-year terms~~. ~~The first year for any County Legislator for the purposes of calculating years as contained in this section shall commence on or after January 1, 2012.~~ No service for a partial term as a County Legislator shall be included in calculating the twelve consecutive years ~~six consecutive two-year terms~~.

Section 3. Subsection 5 of Section 107.31 of the Laws of Westchester County is hereby amended as follows:

5. County legislators shall be elected at the general election held the year following the presidential election, ~~in each odd-numbered year~~

Section 4. Section 1 of Local Law 1-2024 is amended to read as follows:

Effective the later of January 1, 2025 or the effective date of Section 3 of Chapter 741 of the 2023 Laws of the State of New York, Subsections 1 and 4 of Section 107.11 of the Laws of Westchester County are ~~is~~ hereby amended as follows:

Sec. 107.11. - Members: term, vacancies, vote.

1. The County Board of Legislators shall consist of such number of members elected from each County Board district as shall be set forth in section 107.31 of this act. Pursuant to Chapter 741 of the 2023 Laws of the State of New York, the term of office of members of the County Board elected in the 2025 general election shall be three years ~~one year~~, and shall begin on the first day of January 2026 and end on December 31, 2028~~6~~. Members of the

County Board shall be known as county legislators and shall be county officers.

...

4. No person shall serve as a member of the County Board for more than twelve consecutive years. ~~six consecutive two-year terms. The first year for any County Legislator for the purposes of calculating years as contained in this section shall commence on or after January 1, 2012.~~ No service for a partial term as a County Legislator shall be included in calculating the twelve consecutive years ~~six consecutive two-year terms.~~

Section 5. Section 2 of Local Law 1-2024 is amended to read as follows:

Effective the later of January 1, 2026 or the effective date of Section 3 of Chapter 741 of the 2023 Laws of the State of New York, Subsection 1 of Section 107.11 of the Laws of Westchester County is hereby amended as follows:

Sec. 107.11. - Members: term, vacancies, vote.

1. The County Board of Legislators shall consist of such number of members elected from each County Board district as shall be set forth in section 107.31 of this act. The term of office of members of the County Board elected in the 2028~~6~~ general election, and for all general elections thereafter, shall be four ~~two~~ years, and shall begin on the first day of January next following their election. Members of the County Board shall be known as county legislators and shall be county officers.

Section 6. Section 3 of Local Law 1-2024 is amended to read as follows:

Effective the later of January 1, 2026 or the effective date of Section 3 of Chapter 741 of the 2023 Laws of the State of New York, Subsection 5 of Section 107.31 of the Laws of Westchester County is hereby amended as follows:

5. County legislators shall be elected at the general election held in the year of presidential election ~~each even-numbered year.~~

Section 7. Referendum. This Local Law is subject to a mandatory referendum and shall be presented at the general election to be held on November 5, 2024.

Section 8. Severability and Interpretation. This Local Law is intended to provide for four-year terms for the office of County Legislator, upon approval by the majority of voters at a mandatory referendum. To the extent that there is a challenge to this Local Law, or there are challenges to the State Enactment or other statutes that would affect this Local Law, provisions should be deemed severable and/or be interpreted liberally in order to effectuate the purpose and intent of this Local Law.

Section 9. Effective Date. If approved by a majority of the votes cast on the question of the approval or disapproval of this Local Law at the general election to be held on November 5, 2024, this Local Law shall take effect immediately. Nothing in this Local Law shall change the effective date of Local Law 1-2024. That Local Law—as amended by Sections 4 through 6 of this Local Law—shall take effect if and when the State Enactment takes effect.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending Chapters 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action.”

Your Committee is advised that New York State Law provides that the county is liable for damages or injuries to a person or property as a result of property that is “defective, out of repair, unsafe, or dangerous . . . in [a county’s] actual physical possession, control or operation” (New York State County Law (County Law) § 53(2)), but every local government is empowered to adopt and amend local laws in regards to the “presentation, ascertainment, disposition, and discharge of claims against it” (New York State Municipal Home Rule Law (MHRL) § 10(1)(ii)(a)(5)).

Your Committee is further advised that, in an exercise of their home rule power, local governments may choose to limit their liability in regards to “any street, highway, bridge, culvert, sidewalk or crosswalk” in their charge and control by requiring that they receive “prior written notice” of a defective condition within a reasonable time, in order for a claimant to maintain a lawsuit for personal injuries against the municipality. New York State General Municipal Law (GML) § 50-e(4). New York State Law requires, however, that where there is no prior written notice of a defective condition, a local municipality may nevertheless be held liable if it had constructive notice of the defect, but only in regards to highways, bridges, and culverts. New York State Highway Law (HL) § 139(2)).

Your Committee is informed that, in 1992, pursuant its home rule power, Westchester County enacted Chapter 780 of the Laws of Westchester County (LWC) to require prior written notice as a condition precedent to any lawsuit against the County for any defect, unsafe or dangerous condition,

including the existence of snow or ice, on any “road, street, highway, bridge, culvert, sidewalk or crosswalk.” LWC §§ 780.01. The County’s prior written notice law also provides a constructive notice exception to the prior notice limitation as required by New York State Law, but the exception was expanded beyond New York State law to include streets, sidewalks, and crosswalks. *Id.*

Your Committee is further informed that the County’s prior written notice law is expansive and outdated and should be amended to incorporate favorable developments in decisional law, in addition to placing limitations on the application of constructive notice not mandated by New York State Law. The New York State Court of Appeals has expanded prior written notice protection to include that which is the “functional equivalent” of those categories allowed under New York State Law. While New York State Law requires that counties must provide for constructive notice with regard to defects or dangerous conditions on highways, bridges, and culverts (except those involving snow and ice), the County’s law goes further and makes its constructive notice exception apply to streets, sidewalks, and crosswalks as well. (*Compare* LWC § 780.01 with HL § 139(2)).

Your Committee notes that, as a consequence, the County is and has been needlessly liable over the last thirty years for damages as a result of claims that would otherwise be dismissed for lack of prior written notice, if the constructive notice exception in LWC § 780.01 did not apply so broadly.

Your Committee is further notes that the proposed amendments incorporate the Court of Appeals’ expansion of prior written notice protection to cover stairways, parks, and parking lots, as well as any encumbrances thereon or attachments thereto that are necessary for the functioning of a building, structure, encumbrance or attachment under the jurisdiction of the County. The proposed amendments also eliminate the constructive notice exception for streets sidewalks, and crosswalks since it is not required by New York State law.

Your Committee is further informed that the proposed amendments also eliminate the constructive notice exception language because it is not necessary to have such a provision since the Courts have routinely read the exception into local municipal laws that do not expressly provide it. As such, it is recommended that constructive notice be removed from the County's law since it is already a requirement of New York State law.

Your Committee is further informed that the proposed amendments do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: April 15, 2024
White Plains, New York

Margaret A. Cicio
Colin [Signature]
Dennis [Signature]
Benjamin Baykoff

Legislation

Nancy [Signature]
Colin [Signature]
Dennis [Signature]
Tyr [Signature]

Law & Major Contracts

COMMITTEE ON

LOCAL LAW INTRO. NO. 2024

A LOCAL LAW a Local Law amending Chapter 780 of the Laws of Westchester County relating to the requirement that the County receive prior written notice of a defective condition to maintain a civil action.

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

Section 1. Chapter 780 of the Laws of Westchester County is hereby amended to read as follows:

Chapter 780

Sec. 780.01. - Notice of defective condition required prior to maintenance of civil action.

- a. No civil action shall be maintained against the County or any of its departments, agencies, offices, boards, commissions, subdivisions, its officers or employees for damages or injuries to person or property sustained ~~in consequences~~ by reason of any road, street, parking lot and parking field, highway, guide rail, bridge, viaduct or overpass, culvert, sidewalk, ~~or~~ crosswalk, walkway, pathway, boardwalk, step, stairs, or stairway, crosswalk, underpass, ramp, runway or taxiway, tree, tree limb, bush, or vegetation, or building or other property and land, or any part or portion of any of the foregoing including any encumbrances thereon or attachments thereto, under the jurisdiction of the County, allegedly being defective, out of repair, unsafe, dangerous, ~~or~~ obstructed, or in consequence of the existence of snow or ice thereon, unless the County received prior written notice within a reasonable time before said injury or property damage was sustained, of such defective, unsafe, dangerous, or obstructed condition, or that snow or ice existed on or around the items identified above, specifying the particular place and nature of the alleged condition, ~~was actually given to the Clerk of the Board of Legislators or the Commissioner of Public~~

~~Works and Transportation and there was a failure or neglect within a reasonable time after the giving of such notice to repair or remove the defect, danger, or obstruction, or snow or ice complained of or to make the place otherwise reasonably safe. in the absence of such notice, unless such defective, unsafe, dangerous, or obstructed condition existed for so long a period that the same should have been discovered and remedied in the exercise of reasonable care and diligence; nor shall any civil action be maintained against the County, its officers or employees for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any road, street, highway, bridge, culvert, sidewalk or crosswalk, unless prior written notice thereof, specifying the particular place, was actually given to the Clerk of the Board of Legislators or Commissioner of Public Works and Transportation and there was a failure or neglect to cause such snow or ice to be removed or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.~~

- b. “Reasonable time” shall mean (i) at least 30 days for conditions other than ice and snow, and (ii) at least 72 hours for conditions caused by snow or ice prior to an incident, in which damages or injuries to a person or property occurred.
- c. Prior written notice shall be made in writing by certified or registered mail to the Clerk of the Board of Legislators or Commissioner of Public Works and Transportation.

Sec. 780.11. - Submission of notices to Clerk.

The Commissioner of Public Works and Transportation shall transmit in writing to the Clerk of the Board of Legislators, within ten days after receipt thereof, all written notices received by him or her pursuant to section 780.01.

Sec. 780.21. – Record of notices.

The Clerk of the Board of Legislators shall keep an indexed record, in a separate book, of all written notices which he or she shall receive pursuant to section 780.01 or section 780.11 of the existence of such defective, unsafe, dangerous, ~~or obstructed condition,~~ or snow or ice which record shall set forth the date of receipt of such notice, the nature and locations of the condition stated to exist and the name and address of the person from whom the notice is received. The record of each notice shall be preserved for a period of five years after the date it is received.

Sec. 780.31. – Other duties not affected.

Nothing set forth in this chapter shall relieve a claimant from compliance with any other provision of law, including but not limited to timely service of a notice of claim in accordance with law.

Section 3. Effective Date. This Local Law shall take effect immediately after enactment.

jsw-2-8-2024

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) acting by and through its Department of Public Works and Transportation, to amend the lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”), for the leasing by the County of 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as the “One Gateway Plaza” (the “Leased Premises”), for a term of five (5) years, which commenced on June 1, 2019 and expires on May 31, 2024, in order to, among other things, extend the initial term of the Agreement for an additional term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029, with the County having the option, at its sole discretion, to further extend the term of the Lease for an additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034, for a term under the Lease of fifteen (15) years total (the “First Amendment”).

Your Committee is advised that on August 1, 2019, the Board of Acquisition and Contract authorized the County to enter into the Lease for a term of five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024 (the “Initial Term”). The Lease was duly executed on or about November 5, 2019. Pursuant to Section 104.11(5)(e) of the Laws of Westchester County, however, leases of the property of others for County purposes for terms exceeding ten years may be made only by local law. As the proposed First Amendment may extend the term of the Lease beyond the authority of the Board of Acquisition and Contract, it is necessary for your Honorable Board to authorize the proposed First Amendment.

Your Committee is also advised that under the proposed First Amendment, the County will, among other things, extend the Initial Term of the Lease for a term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029 (“First Renewal Term”), with the County having the option, at its sole discretion, to further extend the term of the Lease for an

additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034 (“Second Renewal Term”), for a term under the Lease of fifteen (15) years total.

Pursuant to the First Amendment, the Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the Initial Term. Thereafter, the Base Rent will increase annually by three percent (3%) each year during the term of the proposed First Amendment, as set forth below:

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

If the County exercises its option to further extend the term of the Lease, the Annual Base Rent and Monthly Base Rent for the Leased Premises during the Second Renewal Term shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

Your Committee is further advised that, under the proposed First Amendment, the County will continue to pay annually, during the term of the First Amendment, its proportionate share of Landlord’s operating costs, which covers operating and service expenses associated with the County’s use of the Leased Premises during the term of the proposed First Amendment.

Your Committed is advised that in consideration for the extension of the term under the First Amendment, the Landlord will complete the following work, during non-business hours, on a

mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

Your Committee is further advised that as additional consideration, the Landlord will also provide the following additional services during the term of the proposed First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

Your Committee is further advised that, pursuant to the proposed First Amendment, the Landlord will now be responsible for any extermination services needed at the Leased Premises. Furthermore, the Landlord will use its best efforts to provide the County with the right to park an additional compact car in a third Assigned On-Site Space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

Your Committee is also advised that the Leased Premises are occupied by the Westchester County's Department of Health, for the Women, Infant and Children Nutrition Services ("WIC") Program. The public purpose of the Lease and the proposed First Amendment is to continue to provide for the continuance of the operation of the essential WIC Program.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed First Amendment may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617.5(c)(1) ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Upon careful consideration, your Committee finds the proposed First Amendment to be in the County's best interests and therefore your Committee recommends approval of the proposed Local Law.

Dated: April 15, 2024
White Plains, New York

Margaret A. Cicio

Colin Doherty
Kenny Ann
J. Doherty

Legislation

COMMITTEE ON

c/cmc/03.07.24

James B. Kelly

Mittie
James B. Kelly
Colin Doherty
J. Doherty

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT:	<u>1 Gateway Plaza Lease Renewal</u>	<input type="checkbox"/> NO FISCAL IMPACT PROJECTED
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OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND
--	---------------------------------------	---

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	26,460
Total Current Year Revenue	\$	-

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

Identify Accounts: 101-46-3300-3343-4320-GGDS

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____


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

Current Year: _____

Next Four Years: The Operating expenses for this lease extension are: \$46,153.80 (2025),
\$47,538.41 (2026), \$48,964.57 (2027), \$50,433.50 (2028) and \$21,272.12 (2029).

Prepared by:	<u>Anthony Finateri</u>	
Title:	<u>Director of Administrative Services</u>	Reviewed By: <u></u>
Department:	<u>Public Works & Transportation</u>	Budget Director
Date:	<u>February 20, 2024</u>	Date: <u>3/12/24</u>

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

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

DATE: March 6, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
ONE GATEWAY PLAZA, PORT CHESTER**

PROJECT/ACTION: Lease of approximately 1,680 square feet of office space at One Gateway Plaza, located at 55 South Main Street in Port Chester, for use by the County's Department of Health in connection with its Women, Infant and Children Nutrition Services (WIC) Program. The County has been leasing this space for this purpose since 2019. A local law is needed to allow the County to continue leasing this site beyond 5 years. The current authorization will allow the County to lease the space for 5 more years with an option to renew for an additional 5 years. The lease includes the use of several parking spaces as well as a short list of interior improvements to be undertaken by the landlord.

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

- **617.5(c)(1):** maintenance or repair involving no substantial changes in an existing structure or facility; and
 - **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: None.

DSK/cnm

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

A LOCAL LAW authorizing the County of Westchester to amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029.

NOW, THEREFORE, 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 amend its lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”), the term of which commenced on June 1, 2019 and expires on May 31, 2024, for 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as the “One Gateway Plaza” (the “Leased Premises”), in order to extend the term of the Lease for an additional five (5) years commencing on June 1, 2024 (the “First Renewal Term”), and grant the County an option to further extend the term of the Lease for an additional term of five (5) years commencing on June 1, 2029 (“Second Renewal Term”), similar to the form annexed hereto and made a part hereof as Schedule “A” (the “First Amendment”).

§2. The Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the initial term, expiring on May 31, 2024. Thereafter, the Base Rent will increase annually by three percent (3%) during the term of the First Amendment, as set forth below.

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

During the Second Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

§3. As consideration for the extension of the term under the First Amendment, the Landlord shall complete the following work, during non-business hours, on a mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County:

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

§4. As additional consideration under the First Amendment, the Landlord shall also provide the following additional services during the term of the First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

§5. The Landlord shall also be responsible for any extermination services needed at the Leased Premises and use its best efforts to provide the County with the right to park an additional compact car in one additional Assigned On-Site Space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

§6. All other terms and conditions of the Lease, shall remain unchanged and in full force and effect.

§7. The County Executive or his duly authorized designee is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§8. This Local Law shall take effect immediately.

FIRST AMENDMENT TO LEASE

THIS First Amendment to Lease ("First Amendment"), dated as of the ____ day of December, 2023 (the "Effective Date") by and between **PORT CHESTER GATEWAY LLC** ("Landlord"), a New York limited liability company having an address at c/o DeLaurentis Management Corp., 384 Mamaroneck Avenue, White Plains, NY 10605, and **THE COUNTY OF WESTCHESTER** ("Tenant"), having an address at c/o Office of the County Executive, 148 Martine Avenue, Room 901, White Plains, New York 10601

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated as of June 1, 2019 (the "Lease"), covering certain premises (the "Premises") consisting of approximately 1,680 rentable square feet located on the first floor in the building (the "Building") known as and having an address at One Gateway Plaza, 55 S. Main Street, Port Chester, NY 10573 (said Building and the land upon which the Building is located, together with any other improvements on said land, are hereinafter, collectively, referred to as the "Real Property");

WHEREAS, the Term of the Lease is scheduled to expire on May 31, 2024; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease for five (5) years from the June 1, 2024 until May 31, 2029 and to otherwise amend the Lease, as more specifically set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. AMENDED LEASE TERMS:

(a) Option to Extend: Tenant shall have two (2) options to extend (the first option to extend shall be hereinafter referred to as the "First Option to Extend", the second option to extend shall be hereinafter referred to as the "Second Option to Extend", and both options to extend shall be hereinafter, collectively, referred to as the "Options to Extend") the Term of the Lease, each for an additional period of five (5) years (the first option term shall be hereinafter referred to as the "First Option term", the second option term shall be hereinafter referred to as the "Second Option Term", and both option terms shall be hereinafter, collectively, referred to as the "Option Terms"). Each Option Term shall be on all of the terms and conditions of the Lease, except that the Base Rent for each Option Term shall be as set forth in subparagraph 1(c) below and the Expiration Date (as such term is used in the Lease) during the First Option Term shall be "May 31, 2029" and the Expiration Date during the Second Option Term shall be "May 31, 2034". Each Option to Extend may be exercised only by written notice of exercise given by Tenant in accordance with Section 14 of the Lease at least thirty (30) days prior to the then applicable Expiration Date with time of the essence as to said time period. Failure to so exercise within such period shall render any subsequent attempted exercise void and of no effect, any principles of law to the contrary notwithstanding. Each Option to Extend may not be exercised if (i) Tenant has assigned this Lease or has at any times subleased any

portion of the Premises, (ii) Tenant shall have committed a default hereunder which has not been cured either at the time of the attempted exercise or at the time of the proposed commencement of the applicable Option Term, or (iii) Tenant has defaulted in payment of Base Rent more than two (2) times in any lease year prior to said attempted exercise of the applicable Option to Extend.

(b) Exercise of First Option to Extend: Notwithstanding anything contained in the Lease or this First Amendment to the contrary, (i) it is acknowledged by the parties that Tenant hereby exercises the First Option to Extend and (ii) the First Option Term shall commence June 1, 2024 and the Expiration Date shall be May 31, 2029.

(c) Rent: During the First Option Term, the Annual Base Rent and Monthly Base Rent for the Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

During the Second Option Term, the Annual Base Rent and Monthly Base Rent for the Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

(d) Landlord's Work: In consideration of the extension of the Term of the Lease as set forth above, Landlord hereby agrees to do the following work, during non-business hours, on a mutually agreeable work schedule, and shall complete said work no later than six (6) months after the commencement of the First Option Term:

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) Landlord shall use its best efforts to install soundproofing between the Premises and the adjacent space being used by a dental office.

Notwithstanding the foregoing to the contrary, in the event the soundproofing work completed by the Landlord is insufficient to eliminate or reduce the sound noise derived from the

dental office to reasonable levels, the County, may require the Landlord to conduct additional soundproofing work, or, in the alternative, may, but shall not be obligated, to undertake, further soundproofing and offset costs against future rent owed under this Lease.

(e) Additional Obligations: Landlord hereby agrees to provide the following services during the Term:

- (i) service the dehumidifiers at the Premises on a monthly basis; and
- (ii) make warm/hot water available to the Premises.

(f) Real Estate Tax Escalations: Section 6.1(e) of the Lease is hereby amended by inserting the following at the end of the third sentence of said Section 6.1(e), as follows:

"For the purpose of determining this amount during the term of the First Amendment, the base value of Taxes applicable to the Real Property shall be, collectively, all of the real estate taxes, special and other assessments levied, assessed or imposed upon or against the Real Property and all water and sewer charges for the Real Property (collectively, the "**Taxes**") for the tax year 2023/2024, (i.e. for (i) town and county taxes the tax year January 1, 2024 thru December 31, 2024, (ii) school taxes the tax year July 1, 2023 thru June 30, 2024, and (iii) village taxes the tax year June 1, 2023 thru May 31, 2024 (collectively, the "**Base Tax Year**"))."

(g) Operating Expenses: Section 6.1(f) of the Lease is hereby amended by inserting the following at the end of the first sentence of said Section 6.1(f), as follows:

"Commencing for calendar year 2025 (i.e. January 1, 2025 thru December 31, 2025) and for each calendar year thereafter during the Term, Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of any increase in Operating Costs (as hereinafter defined) for the Real Property over the Operating Costs for the calendar year 2024 (i.e. January 1, 2024 thru December 31, 2024) (the "**Base Operating Cost Year**")."

(h) Pest Control: Section 11.7 of the Lease is hereby amended by deleting the last sentence of said Section 11.7 and replacing it with the following:

"Landlord, at its sole cost and expense, shall be responsible for any extermination services needed at the Premises."

(i) Parking: Section 2.4 of the Lease is hereby amended by inserting the following at the end of said Section 2.4:

"Landlord shall use its best efforts to provide Tenant with the right to park a compact car in one (1) more Assigned On-Site Space ("Third Assigned On-Site Space"). In the case that the Landlord's best efforts fail to provide Tenant with the Third Assigned On-Site Space the Off-Site Spaces shall be increased one (1) for a total of four (4) Off-Site Spaces and all terms and conditions set forth in this Section 2.4 shall apply to said fourth (4th) Off-Site Space."

(j) Estoppels: Landlord and Tenant shall each, within thirty (30) days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a mortgagee or prospective purchaser).

2. NO OTHER MODIFICATIONS:

Except as herein modified, all the terms, covenants and conditions of the Lease are hereby reaffirmed and shall remain in full force and effect.

3. BENEFIT OF PARTIES:

This First Amendment shall be binding upon, and inure to the benefit of, the parties to it and their respective successors and assigns.

4. AUTHORITY:

Each signatory of this First Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

5. ENTIRE AGREEMENT:

This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

6. INCONSISTENCIES:

In the case of any inconsistency between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control.

7. DEFINED TERMS:

The capitalized terms used in this First Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this First Amendment.

8. COUNTERPARTS / ELECTRONIC OR FACSIMILE TRANSMITTAL:

This First Amendment may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or

the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The execution and delivery of any counterpart by any authorized person shall have the same force and effect as if that person had executed and delivered all other counterparts.

9. ENFORCEABILITY

This First Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf the day and year first above written.

LANDLORD:

PORT CHESTER GATEWAY LLC

By: _____
Edmond DeLaurentis Jr., as a duly authorized
Managing Member and not individually

TENANT:

THE COUNTY OF WESTCHESTER

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

Authorized by the Board of Legislators of the County of Westchester on the ____ day of _____, 2024, by Act No. 2024 - _____.

Approved:

Senior Assistant County Attorney
The County of Westchester

First Amendment to Lease - County of Westchester
121523.cmc.03.06.2024

ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the limited liability company described in and which executed the within instrument, who being
by me duly sworn did depose and say that he, the said _____
_____ resides at _____ and that
he is _____ of said limited liability company.

Notary Public County

**CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)**

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____;
(Name of State)

that _____ who signed said Agreement on behalf of
(Person Executing Agreement)

the LLC was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager 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 a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

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

Your Committee is in receipt of a communication from the County Attorney wherein he requests that your Honorable Board adopt a local law that, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to, (1) exempt the Facility (as defined below) from real property taxes, special *ad valorem* levies, and special assessments imposed by the County and any County improvement district within the County, to the extent provided in Section 490 of the New York Real Property Tax Law, pursuant to Section 485 of the New York Real Property Tax Law (“Section 485”), for the period from January 1, 2024 through December 31, 2029, (the “Exemption”) and (2) enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC (collectively, “Holtec”), pursuant to which Holtec, as owner of the Facility, will make payments in lieu of taxes (“PILOT”) in accordance with the provisions of Section 485, for the period from January 1, 2024 through December 31, 2029 (the “PILOT Agreement”). Your Committee has been advised that the Exemption shall be contingent upon the execution of the PILOT Agreement and shall be effective only for the period during which the PILOT Agreement is in effect.

Your Committee has been advised that the “Facility” is defined as being comprised of the units and associated property and equipment covered by tax parcel numbers SBL # 43-10-2-1 (containing Unit 1, Unit 2, Unit 3, the Independent Spent Fuel Storage Facility, and the Generation Support Building); SBL # 43.10-2-2 (containing the Training Building), and SBL # 43.10-2-3 and # 43.14-2-1.1 (containing associated property and equipment).

Your Committee has been advised that the existing PILOT agreement with the County concerning the Facility expired on December 31, 2023. Your Committee has been advised that the County and the other taxing jurisdictions for the Facility—the Town of Cortlandt (the “Town”) and the Hendrick Hudson Central School District (the “School District”)—have been in negotiations with Holtec, for three years, regarding a new PILOT agreement, and have now come to an agreement.

Your Committee has been advised that the terms of the PILOT Agreement are reflected in the attached draft agreement. Your Committee has been advised that it should be noted that the County, the Town, and the School District obtained an appraisal for the Facility, and that appraisal was the starting point for the valuation for the negotiated PILOT Agreement. Your Committee has been advised that the appraisal was done by Federal Appraisal LLC. Your Committee has been advised that the appraisal valued the Facility at \$298 million based in large part on the fact spent nuclear fuel is being stored on site in dry cask storage facilities. Your Committee has been advised that, following extended negotiations, the parties reached agreement on the gross amount of the PILOT: \$28,241,757. Your Committee has been advised that the County, Town, and School District negotiated an agreed allocation of the gross amount of the PILOT among themselves.

Your Committee has been advised that the proposed local law also provides that the Clerk of the Board shall make all filings concerning the Exemption and the PILOT Agreement that are required by Section 485.

Your Committee has been advised that, under Section 209.141(4) of the Laws of Westchester County, every local law shall be presented in writing and introduced at a meeting of your Honorable Board. Your Committee has been advised that your Honorable Board shall thereupon fix a day for a public hearing thereon before it, not less than five days thereafter, and direct the Clerk of the Board to cause notice of the time and place of such hearing to be published forthwith at least once in one or more newspapers selected by the Clerk of the Board for that purpose and published in the County. Therefore, the County Attorney requests that your Honorable Board review and approve a resolution that will set the time and date for the required public hearing regarding the proposed local law.

Your Committee has been advised that, under subsection 4 of Section 485, before an agreement for payments in lieu of taxes is executed by a taxing district, the taxing district must hold a public hearing on the proposed agreement. Therefore, the County Attorney requests that your Honorable Board review and approve a resolution that will set the time and date for the required public hearing regarding the PILOT Agreement.

According to the memorandum from the Planning Department, dated January 8, 2024, which is on file with the Clerk of the Board, with respect to the State Environmental Quality Review Act, the proposed local law does not constitute an action as defined in section 617.2(b) of 6 NYCRR Part 617. As such, no environmental review is required. Your Committee concurs with the Planning Department's conclusion.

Your Committee has been advised that the adoption of the proposed local law requires an


affirmative vote of a majority of the voting members of your Honorable Board.

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

Dated: April 22, 2024
White Plains, New York


Chair
Leg
Bergman
Don J. Tubil

Legislation


Vice Chair
Leg
Cde
Don J. Tubil

Budget & Appropriations

COMMITTEE ON

C:BDM-040424

FISCAL IMPACT STATEMENT

SUBJECT: Indian Point PILOT ☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ 1,060,000

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-1000-9734

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount \$748,284

Describe: Legislation for payment in lieu of taxes (PILOT) from Holtec, decommissioning agent for Indian Point. Year 1 - \$1,060,000 and Years 2 - 6 - \$748,284, annually.

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

Current Year:

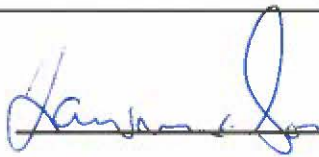
Next Four Years:

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: April 1, 2024

Reviewed By: 

Budget Director

Date: 4/1/24

Dated: April 22, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Margaret A. Cunzio

Emiliana May

COMMITTEE ON

Legislation

LOCAL LAW NO. ____ - 2024

A LOCAL LAW authorizing the County of Westchester to exempt from taxation, in accordance with the provisions of Section 485 of the New York Real Property Tax Law, certain properties located in the Town of Cortlandt that comprised the former Indian Point Energy Center, and to enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC for payments in lieu of taxes for those properties.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to, (1) exempt the Facility (as defined below) from real property taxes, special *ad valorem* levies, and special assessments imposed by the County and any County improvement district within the County, to the extent provided in Section 490 of the New York Real Property Tax Law, pursuant to Section 485 of the New York Real Property Tax Law (“Section 485”), for the period from January 1, 2024 through December 31, 2029, (the “Exemption”) and (2) enter into an agreement with Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC (collectively, “Holtec”), pursuant to which Holtec, as owner of the Facility, will make payments in lieu of taxes (“PILOT”) in accordance with the provisions of Section 485, for the period from January 1, 2024 through December 31, 2029 (the “PILOT Agreement”). The Exemption shall be contingent upon the execution of the PILOT Agreement and shall be effective only for the period during which the PILOT Agreement is in effect.

§ 2. The “Facility” shall be defined as being comprised of the units and associated property and equipment covered by tax parcel numbers SBL # 43-10-2-1 (containing Unit 1, Unit 2, Unit 3, the Independent Spent Fuel Storage Facility, and the Generation Support Building); SBL # 43.10-2-2 (containing the Training Building), and SBL # 43.10-2-3 and # 43.14-2-1.1 (containing associated property and equipment).

§ 3. The Clerk of the Board shall make all filings concerning the Exemption and the PILOT Agreement that are required by Section 485.

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

§ 5. This local law shall take effect immediately.

COUNTY OF WESTCHESTER
AND
HOLTEC INDIAN POINT 2, LLC AND HOLTEC INDIAN POINT 3, LLC

**PAYMENT IN LIEU OF TAXES AGREEMENT FOR THE
INDIAN POINT ENERGY CENTER**

DATED AS OF _____, 2024

INDIAN POINT ENERGY CENTER

PAYMENT IN LIEU OF TAXES AGREEMENT

This **PAYMENT IN LIEU OF TAXES AGREEMENT** (“**Agreement**”), dated as of the ____ day of _____, 2023 (the “**Entire Agreement**”), between, and among **HOLTEC INDIAN POINT 2, LLC** (“**HIP2**”) and **HOLTEC INDIAN POINT 3, LLC** (“**HIP3**” and together with **HIP2**, the “**Company**”), both limited liability companies duly organized and validly existing under the laws of the State of Delaware, and the **COUNTY OF WESTCHESTER**, a body corporate and politic existing under the laws of the State of New York (the “**County**” and the “**Taxing Jurisdiction**”). **Company** and the **Taxing Jurisdiction** are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, on May 28, 2021, the **Company** acquired the Indian Point Energy Center, which is comprised of three nuclear generating units (Units 1-2 are owned by **HIP2** and Unit 3 is owned by **HIP3**); and

WHEREAS, all three units are permanently shut down, the last of which was Unit 3 on April 30, 2021; and

WHEREAS, the units and associated property and equipment are located in the **Taxing Jurisdiction** and covered by tax parcel numbers **SBL # 43-10-2-1** (containing Unit 1, Unit 2, and Unit 3 (the “**Plant**”), the **Independent Spent Fuel Storage Facility** (the “**ISFSI**”), and the **Generation Support Building** (the “**GSB**”)) and **SBL # 43.10-2-2** (containing the **Training Building**), as well as **SBL #s 43.10-2-3** and **43.14-2-1.1** (containing associated property and equipment and which, together with the **Plant**, the **ISFSI**, and the **GSB** are defined collectively herein as the “**Facility**”); and

WHEREAS, on or about January 1, 2015, the **Taxing Jurisdiction** entered into a certain payment in lieu of tax (“**PILOT**”) agreement with the **Facility**’s prior owners, namely **Entergy Nuclear Indian Point 2, LLC** and **Entergy Nuclear Indian Point 3, LLC** (together, “**Entergy**”) pursuant to **Real Property Tax Law** (“**RPTL**”) **Section 485** with respect to the **Facility**, and subsequently entered into an amendment to the 2015 **PILOT** agreement on or about July 19, 2020 (the “**PILOT Amendment**”); and

WHEREAS, on or about April 14, 2021, the **Taxing Jurisdiction** entered into a **Memorandum of Understanding** with **Nuclear Asset Management Company, LLC** and **Holtec Decommissioning International, LLC** in which **Nuclear Asset Management Company, LLC** and **Holtec Decommissioning International, LLC** agreed to assume all rights and obligations of **Entergy** under the **PILOT Amendment** and which granted the **Taxing Jurisdiction** the sole option to extend the **PILOT Amendment** at a fixed annual rate; and

WHEREAS, Nuclear Asset Management Company, LLC and Holtec Decommissioning International, LLC are affiliated corporate entities with the Company; and

WHEREAS, the Taxing Jurisdiction exercised its option to extend the PILOT Amendment as provided in the Memorandum of Understanding, such that the current County PILOT agreement expires on December 31, 2023; and

WHEREAS, the Parties have been engaged in negotiations regarding the tax treatment of the Facility and a payment in lieu of tax (“**PILOT**”) agreement for the Facility that would create a stable source of revenue for the Taxing Jurisdiction, a certain level of expense for the Company, and future budgeting certainty for the Parties, and the Parties have reached such an agreement; and

WHEREAS, New York Real Property Tax Law Section 485 and its amendment Section 485(1) permit the exemption from taxation of nuclear powered electric generating facilities or facilities that formerly generated electricity, such as the Facility, upon the adoption of a local law or resolution by any tax jurisdiction in which such facilities are located to confer the exemption and to authorize any such tax jurisdiction to enter into an agreement with the owners of such facilities to provide for payments in lieu of taxes; and

WHEREAS, the County conducted a public hearing on _____, 2024 pursuant to the Municipal Home Rule Law and Section 485(1) with respect to Local Law No. __ of the Year 2023 (titled “**Amended Local Law No. __ of the Year 2024**”, the “**County Local Law**”), and a public hearing on _____, 2023 pursuant to Section 485(1) with respect to the County’s execution of this Agreement, notices of which were duly published and at which the public was given the opportunity to be heard; and

WHEREAS, pursuant to Section 485(1), the County Board of Legislators passed Local Law Intro No. _____ of 2024 on _____, 2024, which was approved by the County Executive in accordance with Laws of Westchester County Section 107.71 on _____, 2024, providing for exemption of the Facility from taxation, special *ad valorem* levies and special assessments (including County Refuse Disposal District #1 taxes, levies and assessments) imposed by or within the County commencing _____, 2024 and pursuant to Chapter 161 of the Laws of Westchester County, the County’s Board of Acquisition and Contract passed a resolution on _____, 2024 pursuant to Section 485(1) approving this Agreement and authorizing its execution and delivery by the County Executive or his designee, a copy of which is also attached hereto as Exhibit “A”; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

For all purposes of this Agreement, defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified herein except as otherwise expressly provided for herein or as the context hereof otherwise requires.

“**Affiliate**” shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934.

“**Agreement**” means this payment in-lieu of taxes agreement by and among the Parties dated as of the first date written above.

“**Company**” means Holtec Indian Point 2, LLC and Holtec Indian Point 3, LLC, limited liability companies duly organized and validly existing under the laws of the State of Delaware, and their successors and assigns.

“**Commissioner**” shall mean the Commissioner of the New York State Department of Taxation and Finance, of which the Office of Real Property Tax Services is a division.

“**County**” means the County of Westchester, New York.

“**County Legislature**” means the County Board of Legislators.

“**County Local Law**” means Local Law Intro No. _____, which passed by the County Legislature on _____, 2023 and approved by the County Executive on _____, 2023, pursuant to Section 485(1) to provide for exemption of the Facility from taxation, special *ad valorem* levies, and special assessments to the extent provided by law.

“**County Resolution**” means the resolution adopted by the County Board of Acquisition and Contract on behalf of the County on _____, 2023, approving this Agreement and authorizing its execution and delivery by the County Executive of the County of his designee.

“**Electric Transmission System**” means the regulated utility-owned transmission lines and equipment that was dedicated to the bulk transfer of high voltage electrical energy between electric generating stations and power purchasers.

“**Equipment**” means any equipment that had been used by the Facility in the generation of electricity from nuclear power, including, but not limited to, any equipment required or used to provide for the safe shutdown or cooling of the Facility or to provide a backup source of power or to prevent or reduce nuclear material exposure, any equipment leading from the Facility to the point of interconnection with the Electric Transmission System, and any spare parts or subassemblies for any of the foregoing, but does not include any equipment in the Electric Transmission System.

“Facility” means the Plant, the GSB, the ISFSI, and all land, Equipment, and improvements covered by the Tax Parcels, along with any future improvements to the foregoing not specifically excluded by this Agreement.

“GSB” means the Generation Support Building located in the Taxing Jurisdiction and covered by tax parcel number SBL #43-10-2-1.

“ISFSI” means the independent spent fuel storage facility located in the Taxing Jurisdiction and covered by tax parcel number SBL #43-10-2-1.

“Formerly Generating Nuclear Facility” means a formerly generating electric generating facility which generated electricity from nuclear power for sale, directly or indirectly, to the public, and shall include the land upon which such facility is located and any Equipment, structures, buildings, and improvements located or to be installed thereon or therein, including, but not limited to, all office, simulator, visitor center, laboratory or training center buildings, all maintenance, warehouse, Equipment, or other storage facilities, all nuclear waste handling and storage facilities and related Equipment, all material processing facilities, all roads, walkways, street lighting or parking areas serving such facilities and improvements, all training, fencing, sirens, siren towers, firing ranges, or other safety or security-related improvements, all interconnection modifications, water or sewer modifications, or regulator-required modifications, all back-up generating facilities, and any other facilities and improvements used in connection with operation of the Facility, but shall not include any equipment in the Electric Transmission System.

“PILOT” means payment in lieu of tax.

“PILOT Payments” means the payments in lieu of tax payable with respect to the Facility, determined in accordance with Article III of this Agreement.

“Plant” means Units 1-3, including associated property and Equipment.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“Section 485” means Section 485 of the RPTL to provide for exemption of Nuclear Facilities (including Formerly Generating Nuclear Facilities pursuant to Section 485(1)) from taxation, special *ad valorem* levies, and special assessments.

“State” means the State of New York.

“Tax Parcels” means all tax parcels listed Section 3.2 hereof.

“Tax Year” means the Taxing Jurisdiction's fiscal years tied to a specific assessment roll.

“Term” means the period of time established by Section 3.1 hereof.

Section 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agreement refer to this Agreement, the term “heretofore” shall mean before, and the term “hereafter” shall mean after the date of this Agreement;
- b. Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and
- c. Any certificates, letters, or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties

Each of the Parties executing this Agreement hereby represents and warrants that, as of the date of this Agreement:

- a. it is duly organized, validly existing, and in good standing under the laws of the State in which it is formed as set forth in the first paragraph of this Agreement and has requisite authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement;
- b. it has the power and authority to execute, deliver, and carry out all applicable terms and provisions of this Agreement;
- c. all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms;
- d. no governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by such Party except such as have been duly obtained or will be obtained or made and, in the case of the Company, except such as are required for the operation and maintenance of the Facility, and the Company has no reason to believe that any such government approval will not be made or obtained as required for the Company's performance hereunder;
- e. none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms

and conditions hereof will (i) conflict with or violate any provision of its charter, certificate of organization, limited liability company agreement, or bylaws; (ii) conflict with, violate, or result in a breach of any applicable law; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets are bound;

f. there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and

g. the conduct of its business is in compliance with all applicable governmental approvals with which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

Section 2.2 County Representations

The County represents and warrants that the County Local Law and the County Resolution remain in full force and effect and have not been modified, rescinded, or revoked as of the date hereof and that all actions on the part of the County necessary or appropriate for the effectiveness of the County Local Law and the County Resolution and the execution and delivery of this Agreement have occurred and been satisfied. The County further represents and warrants that the County Local Law was or will be filed with the Clerk of the Taxing Jurisdiction and the Commissioner within thirty (30) days of its adoption.

Section 2.3 Company Representations

The Company represents and warrants that:

a. The Facility constitutes a Formerly Generating Nuclear Facility pursuant to Section 485(1);

b. The Company has not commenced any real property tax assessment challenges or certiorari proceedings pursuant to Article 5 or Article 7 of the RPTL with respect to the Facility and shall not commence such a proceeding unless this Agreement is terminated and the Facility is assessed and taxes are levied pursuant to then-current law.

ARTICLE III PAYMENTS IN LIEU OF TAXES

Section 3.1 Term

The term of this Agreement will be six (6) payment years covering the Tax Years illustrated in the schedule below, or such reduced period of time created by an earlier termination pursuant to Article IV hereof (the “**Term**”). This Agreement shall be effective on January 1, 2024 and continue through December 31, 2029.

PILOT YEAR	COUNTY
1	2024
2	2025
3	2026
4	2027
5	2028
6	2029

Section 3.2 Tax Parcels

This Agreement shall apply to all assets owned by the Company that are located on or covered by the following tax parcels (the “**Tax Parcels**”), which together comprise the Facility:

43.10-2-1
43.10-2-2
43.10-2-3
43.14-2-1.1

The change or amendment of the Tax Identification or parcel numbers currently used by the Taxing Jurisdiction to identify or classify all or any part of the Facility, or the addition or deletion of Tax Identification or parcel numbers used by the Taxing Jurisdiction to identify or classify all or any part of the Facility, will not cause the PILOT Payments to change.

Section 3.3 Tax-Exempt Status of the Facility

Pursuant to Section 485 and Section 485(1) and following adoption by the County of the County Local Law, the Facility shall be categorized as exempt from all real property taxes, special assessments, special *ad valorem* levies, and other similar charges imposed by the County, or any special improvement district within the County which would have been or are assessed against the Facility during the Term except for those taxes, levies and assessments which must be paid in accordance with Section 490 of the Real Property Tax Law. For the avoidance of doubt, the Company will remain responsible for any water or sewer usage charges properly levied on the Facility, and such usage charges will be paid by the Company in addition to PILOT Payments

hereunder.

Section 3.4 Amount of PILOT Payments; Timing of Payments

a. **PILOT Payment Amounts.** The Company shall make a payment in lieu of taxes (“**PILOT Payment**”) for the Facility in each Tax Year during the Term in the following amounts:

PILOT YEAR	COUNTY
1	1,060,000
2	748,284
3	748,284
4	748,284
5	748,284
6	748,284

a – 1. **PILOT Payment Timing.** The Company shall make PILOT Payments to the County during the Term as set forth below.

PILOT YEAR	TAX YEAR	ROLL YEAR	FISCAL YEAR	DUE DATE FOR PILOT PAYMENT
1	2024	2023	2024	April 30, 2024
2	2025	2024	2025	April 30, 2025
3	2026	2025	2026	April 30, 2026
4	2027	2026	2027	April 30, 2027
5	2028	2027	2028	April 30, 2028
6	2029	2028	2029	April 30, 2029

b. **Invoices.** The Taxing Jurisdiction agrees to issue invoices or cause invoices to be issued to the Company at the address set forth in Article V of this Agreement at the same time tax bills for the Taxing Jurisdiction are delivered, but in no event less than sixty (60) days prior to the PILOT Payment due date. If the Taxing Jurisdiction permits payment by wire transfer, appropriate wiring instructions will be included on the form of invoice. The Taxing Jurisdiction acknowledges that the Company requires an invoice to initiate a PILOT Payment and a failure to issue a timely invoice may result in delays of such payment, provided that such payment shall be made no later than the PILOT Payment due date or sixty (60) days after receipt of the invoice, whichever is later. Nevertheless, an invoice delay shall not relieve the Company from its obligation to make such payments.

c. **Payee.** PILOT Payments shall be made payable to the following:

Westchester County
Commissioner of Finance
Michaelian Office Building

148 Martine Avenue, 7th Floor
White Plains, New York 10601

Section 3.5 Credits for Real Property Tax Payments

Any general or special *ad valorem* real property tax payments made by the Company to the Taxing Jurisdiction with respect to the Facility or any portion thereof which was not required to be paid pursuant to Real Property Tax Law Section 490, during a Tax Year to which this Agreement applies, will be applied as a credit against the PILOT Payment for that Tax Year (and against future Tax Years to the extent the taxes paid exceed the PILOT Payment for that Tax Year), to the extent such tax payments are not timely refunded to the Company. Should the Company, under any subsequently adopted State or local law or assessing jurisdiction decision, pay to the Taxing Jurisdiction in any Tax Year any amounts in the nature of general or special *ad valorem* taxes levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company, then the Company's obligation hereunder to make PILOT Payment to the Taxing Jurisdiction in such Tax Year will be reduced by the *ad valorem* tax amount which the Company so paid or is obligated to pay to the Taxing Jurisdiction in such Tax Year (and in future Tax Years to the extent the taxes paid exceed the PILOT Payment for that Tax Year).

Section 3.6 Late Payments; Remedies

PILOT Payments not made to the Taxing Jurisdiction prior to the date due shall be subject to the same interest and penalties as unpaid real property taxes. However, interest and penalties shall not apply if (a) an invoice is not issued within the time stated in Section 3.4(b), or (b) payment is made within thirty (30) days of the Company's receipt of any invoice issued. The officer collecting real property taxes for the Taxing Jurisdiction shall be entitled to present to the Taxing Jurisdiction a statement to the effect that PILOT Payments, if any, remain unpaid unless non-payment relates to an invoice not being timely issued. The Taxing Jurisdiction shall be entitled, upon receipt of such statement, to levy against the Facility for any unpaid PILOT Payments, taxes, special *ad valorem* levies, and special assessments levied upon the Facility set forth in such statement, together with all applicable interest and penalties, and collect and enforce such levy in the same manner and to the same extent as provided by law for the collection of real property taxes, including through the attachment of a lien on the Tax Parcels pursuant to the provisions of the Real Property Tax Law, notwithstanding the fact that the Facility is otherwise exempt from taxation in accordance with Section 485 of the Real Property Tax Law. This provision does not preclude the Taxing Jurisdiction from pursuing any and all rights and remedies available to it in law or equity, from enforcing this Agreement, or otherwise collecting any amounts due under this Agreement.

Section 3.7 Payments After Expiration or Termination of Term

At the expiration or earlier termination of the Term, the assessment, levy, and collection of taxes related to the Facility shall be made pursuant to then-current law.

Section 3.8 Property Covered, Future Improvements

a. Property Covered, Generally. Except as provided herein, this Agreement and the PILOT Payments contemplated hereby apply to all existing and future facilities and improvements, if any, used in connection with or associated with the Facility, whether or not described by the Tax Parcels and without regard to the creation of new or additional tax parcels for future facilities and improvements located on, above, or under the land covered by the Tax Parcels.

b. General Operating Improvements. New Buildings or Expanded Footprint. Except as provided herein, future improvements or capital investments in the Facility that do not result in: (i) construction of a new building, or (ii) addition to the foundation footprint of an existing building, shall be covered by this Agreement and shall not cause any increase in PILOT Payments hereunder. Future improvements or capital investments in the Facility that result in (i) or (ii) above shall not be covered by this Agreement.

c. Safety, Security, and Environmental or Regulatory Compliance Improvements. Notwithstanding anything herein to the contrary, future improvements or capital investments in the Facility that are required for safety and security of the Facility or for environmental or regulatory compliance shall be covered by this Agreement and shall not cause any increase in the PILOT Payments. For purposes of clarity, the construction of temporary structures (such as temporary construction trailers and similar structures) to facilitate ongoing decommissioning of the Facility shall not cause any increase in the PILOT Payments.

Section 3.9 Partial Release; No Reduction

The Company may, without the consent of the Taxing Jurisdiction, sell, or transfer any portion of the Facility, provided that thirty (30) days' advance written notice of such sale, transfer, or assignment is provided to the Taxing Jurisdiction. If any portion of the lands comprising the Facility is sold or transferred, the PILOT Payments due hereunder shall not be reduced. For the avoidance of doubt, the Taxing Jurisdiction shall retain the right to object to the transfer of the Facility or of any applicable license associated with the Facility in any regulatory, judicial, or other proceeding.

Section 3.10 Sale or Transfer of Facility

If the Facility is sold or transferred by the Company to a third party, this Agreement shall be made binding upon such third party and the Taxing Jurisdiction shall release the Company from the obligations assumed by the purchaser or transferee.

ARTICLE IV TERMINATION

Section 4.1 Termination

This Agreement may be terminated only upon the mutual written consent of the Company and the Taxing Jurisdiction.

Section 4.2 Effect of Termination

This Agreement shall be administered on a Tax Year basis. No partial Tax Year taxes, levies or assessments shall be owed following termination notwithstanding the effect or potential effect of RPTL §§ 485 and 520. Termination shall be first effective for the Tax Year associated with the applicable taxable status date following the mutual written agreement of termination as provided for in this Article. Upon termination, the Taxing Jurisdiction shall move all Tax Parcels associated with the Facility to Section 1 of the assessment roll and a tax lien shall attach to the Tax Parcels for the next Tax Year. For that next Tax Year and Tax Years following, the assessment, levy, and collection of taxes related to the Facility shall be made pursuant to then-current law. The Company shall have the right to challenge any assessments relating to such taxes payable on the Facility.

ARTICLE V NOTICES

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail (both Parties shall make reasonable efforts to keep the other apprised of electronic mail addresses or any changes thereto), or delivered to the Parties at the respective address set forth below:

If to the County:

County Executive
Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

with a copy to:

Commissioner
Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

County Attorney
Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Budget Director
Michaelian Office Building
148 Martine Avenue, 3rd Floor
White Plains, New York 10601

If to Holtec:

Holtec Decommissioning International
1 Holtec Boulevard
Camden, New Jersey 08104
Attn: Legal Department

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Either of the Parties may from time to time change its address for notices by providing notice of such change to the other Party given in accordance with this Section.

ARTICLE VI ASSIGNMENT

In accordance with sections 3.09 and 3.10 of Article III herein, the Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any third party purchaser of the Facility (through asset sale or entity sale), upon providing thirty (30) days' advance written notice to the Taxing Jurisdiction and provided further that such successor owner or controlling interest purchaser assumes and agrees to be bound by this Agreement or would be bound by operation of law. Notwithstanding the foregoing, the Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender or to an Affiliate that purchases or acquires a controlling interest in the Facility, without notice to the Taxing Jurisdiction, provided such successor owner or controlling interest purchaser assumes and agrees to be bound by this Agreement or would be bound by operation of law.

ARTICLE VII LIMITED OBLIGATION OF THE PARTIES

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, agent, servant, employee, or Affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, agent, servant, employee, or Affiliate of the Parties.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement will be decided in the first instance by the New York State Supreme Court, County of Westchester, to the exclusion of all other courts, except that the Parties shall have all appeal rights allowed by State law. The Parties hereby submit to the jurisdiction of the New York State Supreme Court, County of Westchester, for purposes of all such suits.

Section 8.2 Severability

In the event that any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the Parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goals and intent of this Agreement consistent with Section 485.

Section 8.3 Amendment

This Agreement may not be amended except by an instrument in writing signed by the Parties, subject to the receipt of any and all necessary legal approvals.

Section 8.4 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

Section 8.5 Execution in Counterparts

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which together constitute but one and the same agreement.

Section 8.6 Table of Contents and Section Headings Not Controlling

The Table of Contents and the section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

Section 8.7 Filing with the Commissioner

The Taxing Jurisdiction shall cause copies of this Agreement to be filed with the Commissioner and with the Clerk of the Taxing Jurisdiction within thirty (30) days after the execution hereof by the Parties.

Section 8.8 Form of Payments

The amounts payable under this Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 8.9 Without Prejudice

The payment schedule set forth in section 3.4 of Article III above is being made without prejudice and as such may not be used as the basis for any future PILOT payment negotiations or to impute the taxable values of such real property.

Section 8.10 Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations, understandings and agreements between the Parties with respect to the subject matter hereof.

[Signatures Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

COUNTY OF WESTCHESTER

By: _____

Name: _____

Title: _____

HOLTEC INDIAN POINT 2, LLC

By: _____

Name: _____

Title: _____

HOLTEC INDIAN POINT 3, LLC

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit "A"

COUNTY LOCAL LAW AND COUNTY RESOLUTION

DRAFT

EXHIBIT "A"
COUNTY LOCAL LAW AND COUNTY RESOLUTION

DRAFT

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (“County”) acting by and through its Department of Public Safety (“Department”), to renew an intermunicipal agreement (“IMA”) with the North Salem Central School District (“District”), whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers (the “SROs”) for the District; one to be assigned to the District’s Middle/High School and the other to be assigned to the District’s Pequenakonck Elementary School (hereinafter collectively the “Schools”). The term of the IMA will commence on the first day of school in September, 2024 and expire on the last day of school in June, 2029 (the “IMA Term”).

Your Committee is advised that by Act No. 2019-110, as amended by Act Nos. 2023-51 and 2023-161, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District, pursuant to which the County would assign two (2) uniformed County police officers to serve as SROs at the Schools for a five (5) year term commencing upon the opening day of school in September, 2019 and continuing through the last day of school in June, 2024, at an agreed upon fee. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

Your Committee has been advised that the SRO’s duties will continue to consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation

of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee has been further advised that the SROs assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that the SROs are not at the Schools under any circumstances. Notwithstanding the foregoing, if the County is unable to assign an officer to serve as an SRO for an extended period of time, the Agreement may be terminated by the District upon thirty (30) days notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination;
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.

- (h) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

Your Committee is advised that the IMA will also include a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Three Hundred and Thirty-Five Thousand Three Hundred Thirty-Six (\$335,336.00) Dollars, payable in two installments of \$167,668.00 each;
- (ii) for the 2025/2026 School Term, a total amount of Three Hundred and Forty-Four Thousand Five Hundred Fifty-Eight (\$344,558.00) Dollars, payable in two installments of \$172,279.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Three Hundred and Fifty-Four Thousand Thirty-Three (\$354,033.00) Dollars, payable in two installments of \$177,016.50 each
- (iv) for the 2027/2028 School Term, a total amount of Three Hundred and Sixty-Three Thousand Seven Hundred Sixty-Nine (\$363,769.00) Dollars, payable in two installments of \$181,884.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Three Hundred and Seventy-Three Thousand Seven Hundred Seventy-Three (\$373,773.00) Dollars, payable in two installments of \$186,886.50 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving

as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

The Planning Department has advised that based on its review, the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: , 2024

White Plains, New York

Bernard S. ...
[Signature]

Public Safety
COMMITTEE ON

C:JPG 02.27.24

[Signature]

May 13th, 2024

James E. ... John
[Signature]
[Signature]

David J. ...
[Signature]
[Signature]

[Signature]

Budget & Appropriations

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Anderson". The signature is written in a cursive, flowing style.

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - North Salem

☒ 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 \$ 335,336

Total Current Year Revenue \$ 335,336

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign two uniformed police officers to act as School

Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

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

Current Year: \$0

Next Four Years: 2025 Expenses \$344,558 and Revenue \$344,558

2026 Expenses \$354,033 and Revenue \$354,033

2027 Expenses \$363,769 and Revenue \$363,769

2028 Expenses \$373,773 and Revenue \$373,773

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: February 20, 2024

Reviewed By: 

Budget Director

Date: 4/9/24

ACT NO. 2024 - _____

An ACT authorizing the County of Westchester to renew an intermunicipal agreement with the North Salem Central School District whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers at the District's Middle/High School and at the District's Pequenakonck Elementary School for a five (5) year term.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Public Safety ("Department"), is hereby authorized to renew an inter-municipal agreement ("IMA") with the North Salem Central School District ("District"), whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers (the "SROs") for the District; one to be assigned to the District's Middle/High School and the other to be assigned to the District's Pequenakonck Elementary School (hereinafter collectively the "Schools"). The term of the IMA shall commence on the first day of school in September, 2024 and shall expire on the last day of school in June, 2029 (the "IMA Term").

§2. The SRO's duties shall continue to consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SROs assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that the SROs are not at the Schools under any circumstances. Notwithstanding the foregoing, if the County is unable to assign an officer to serve as an SRO for an extended period of time, the Agreement may be terminated by the District upon thirty (30) days notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination;
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

The IMA shall also include a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

§4. In consideration for services rendered, the District shall pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Three Hundred and Thirty-Five Thousand Three Hundred Thirty-Six (\$335,336.00) Dollars, payable in two installments of \$167,668.00 each;

- (ii) for the 2025/2026 School Term, a total amount of Three Hundred and Forty-Four Thousand Five Hundred Fifty-Eight (\$344,558.00) Dollars, payable in two installments of \$172,279.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Three Hundred and Fifty-Four Thousand Thirty-Three (\$354,033.00) Dollars, payable in two installments of \$177,016.50 each
- (iv) for the 2027/2028 School Term, a total amount of Three Hundred and Sixty-Three Thousand Seven Hundred Sixty-Nine (\$363,769.00) Dollars, payable in two installments of \$181,884.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Three Hundred and Seventy-Three Thousand Seven Hundred Seventy-Three (\$373,773.00) Dollars, payable in two installments of \$186,886.50 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

§5. The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

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

§7. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 2024,
by and between:

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

and

NORTH SALEM CENTRAL SCHOOL DISTRICT, having an office and place of business at 230 June Road, North Salem, NY 10560 (hereinafter referred to as the "District")

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, to include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of two (2) uniformed County Police Officers to serve as School Resource Officers (the "SROs") for certain of the District's schools; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety ("Department"), is willing to provide such services for the compensation and on the terms herein provided.

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

Section 1. The County shall assign two (2) regularly employed uniformed County Police Officers to serve as SROs for the District; one to be assigned to the District's Middle/High School and the other to be assigned to the District's Pequenakonck Elementary School (hereinafter collectively the "Schools").

The functions of the SROs will be to work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SROs will include, but shall not be limited to:

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,

- Providing active shooter/hostile event response
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management, and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Under New York State law, the SROs **may not** serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SROs shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

Section 2. The SROs shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days that the Schools are in session, with the following understandings:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SROs and the Department complete and expedient access to the Schools.
- (c) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign an SRO from the Schools at any time in the event of an emergency, or for required training.
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel.
- (e) The Department has instructed the SROs to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.

- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (g) The SROs shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department's Information Technology System.

Section 3. As a material element of this IMA, the County agrees to comply with the Data Privacy Plan and Parents' Bill of Rights, a copy of which is attached hereto and made a part hereof as Schedule "A."

Section 4. The SROs shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September through the last day of school in June of any given school year, in accordance with the District's annual school calendar (the "School Term"). This Agreement shall be for a term of five (5) years commencing on the first day of school in September, 2024 and continuing through the last day of school in June, 2029 (the "Term") and services shall be provided only during any given School Term.

Section 5. In consideration for the services rendered, the District shall pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Three Hundred and Thirty-Five Thousand Three Hundred Thirty-Six (\$335,336.00) Dollars, payable in two installments of \$167,668.00 each;
- (ii) for the 2025/2026 School Term, a total amount of Three Hundred and Forty-Four Thousand Five Hundred Fifty-Eight (\$344,558.00) Dollars, payable in two installments of \$172,279.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Three Hundred and Fifty-Four Thousand Thirty-Three (\$354,033.00) Dollars, payable in two installments of \$177,016.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Three Hundred and Sixty-Three Thousand Seven Hundred Sixty-Nine (\$363,769.00) Dollars, payable in two installments of \$181,884.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Three Hundred and Seventy-Three Thousand Seven Hundred Seventy-Three (\$373,773.00) Dollars, payable in two installments of \$186,886.50 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Section 6. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner of the Department or his/her authorized designee ("Commissioner") and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

Section 7. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B," 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 "B," District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, District 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, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by District or third parties under the direction or control of District; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, except for that which was contributed to, caused by or resulting from the sole negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event District 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 District 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.

(d) The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

Section 8. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 9. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

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

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

To the District: Superintendent
North Salem Central School District
230 June Road
North Salem, NY 10560

Section 10. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 11. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

Section 12. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 13. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

Section 15. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner of Public Safety

NORTH SALEM CENTRAL SCHOOL DISTRICT

By _____
Name:
Title:

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

Approved:

Sr. Assistant County Attorney
County of Westchester
North Salem SRO IMA.jpg.02.27024.docx

Date

DISTRICT'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") a corporation duly organized in good standing under the _____

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

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

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ____ day of _____, 2024, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.

(Title)

Notary Public

County

SCHEDULE "A"

DATA PRIVACY PLAN AND PARENTS BILL OF RIGHTS

DRAFT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, and throughout the term of the Agreement, the District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The District 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 District 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 District 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 District 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 District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District 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 District'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 District until such time as the District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the District 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 District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The District 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.

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

- 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 District 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 District.

DRAFT

RESOLUTION NO. - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. -2024 entitled “A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College (“WCC”), to amend the lease agreement (“Lease”) with Brooks Shopping Centers, LLC (“Landlord”), for space located at the Cross County Shopping Center (“CCSC”), Yonkers, in order to authorize an increase to the total amount payable under the Lease by an amount of \$500,000.00 for work required by WCC to be able to operate as a 21st century facility. The public hearing will be held at m. on the day of , 2024, in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: , 2024
White Plains, New York

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through the Westchester Community College (“WCC”), to amend the lease agreement (“Lease”) with Brooks Shopping Centers, LLC (“Landlord”), for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase to the total amount payable under the Lease by an amount of \$500,000.00 for work required by WCC to be able to operate as a 21st century facility.

The Lease, as previously amended, provided terms for the relocation of WCC’s Yonkers Extension Center (the “Extension Center”) from the 12,165 square feet of space located at the Cross County Shopping Center (“CCSC”), Yonkers (the “Original Premises”) to a new, 39,093 square foot premises (the “New Premises”) at the Cross County Shopping Center once the work necessary for WCC’s occupancy (the “Landlord’s Work”) was complete and WCC was able to relocate the Extension Center to the New Premises (the “Adjustment Date”).

Your Committee is advised that the original term of the Lease commenced on May 1, 2010 and expired on April 30, 2020 (the “Original Term”) and, pursuant to your Honorable Board’s Local Law enacted on May 4, 2020, the Lease was extended by eight months from May 1, 2020 to December 31, 2020. Pursuant to your Honorable Board’s Local Law enacted on December 8, 2020, the Lease was further extended for one year from January 1, 2021 to December 31, 2021. By Local Law 11-2021 enacted on October 18, 2021, your Honorable Board authorized the County to further amend the Lease in order to provide terms for relocation of the Extension Center to the New Premises on the Adjustment Date, and to extend the term of the Lease for ten (10) years from the Adjustment Date.

Your Committee is advised that, pursuant to Local Law 11-2021, and the amendment to the Lease that it authorized, the Landlord, using its architect and contractors, performed the Landlord’s Work, in accordance with plans that had been reviewed and approved by WCC, at a

cost to the Landlord not to exceed \$5,918,768.53 (the “Landlord’s Work Allowance”) and WCC was responsible for any additional cost of said work or any change orders requested by WCC. Local Law 11-2021 further provided that change orders that, in the aggregate, result in an increase to the total amount payable under the Lease in excess of ten percent (10%) of the total principal amount of the Landlord’s Work Allowance will require an amendment to the Lease and will be subject to approval of the Board of Legislators and the Board of Acquisition and Contract.

Pursuant to Local Law 15 -2022 the County was authorized to amend the Lease in order to increase the total amount payable under the Lease by an amount of \$900,000.00 for work required by WCC to be able to operate as a 21st century facility. The work that WCC requested the Landlord to undertake included, but was not limited to: High-Flex classrooms that enable students to be taught in person and remotely at the same time; and additional wiring and related infrastructure work required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College’s ability to stay competitive with other institutions of higher learning.

Your Committee is advised that WCC requested the Landlord to undertake more work, which includes, but is not limited to, additional security, signage and engineering services. The change order requested by WCC in the amount of \$500,000.00, together with the previously approved change order in the amount of \$900,000.00, exceed the authority your Honorable Board granted to the Board of Acquisition & Contracts in this matter, thus requiring an amendment to the Lease, in a form mutually agreed by the parties, subject to your Honorable Board’s approval. Therefore, approval of your Honorable Board for an amendment to the Lease to increase the total amount payable thereunder by \$500,000.00 is necessary. All other terms and conditions of the Lease, as previously amended, will remain in full force and effect.

The proposed amendment, requires the same approval as the Lease and its prior amendments, namely a Local Law approved by a two-thirds majority of your Honorable Board.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed amendment may be classified as a Type “II” action pursuant to the

State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Upon careful consideration, your Committee finds the proposed amendment to the Lease to be in the County's best interest as it provides for the necessary enhancements to a new and improved Yonkers Extension Center and therefore your Committee recommends approval of the proposed Local Law.

Dated: May 13th, 2024
White Plains, New York

COMMITTEE ON:

c/dlv.emc.04.25.24

Henry Zell John
J. D.
Nancy Pan
David J. Tubio
Smith
h/v
Stef

Henry Zell John
J. D.
Nancy Pan
Smith
Stef

Budget & Appropriations

Public Works & Transportation

Dated: May 13, 2024
White Plains, New York


The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style.

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

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

DATE: April 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AMENDMENT TO
CROSS COUNTY SHOPPING CENTER LEASE AGREEMENT FOR
WESTCHESTER COMMUNITY COLLEGE**

PROJECT/ACTION: A local law authorizing the County of Westchester, acting by and through the Westchester Community College (WCC), to amend a lease agreement with Brooks Shopping Centers, LLC for space at the Cross County Shopping Center, located in the City of Yonkers, for use by WCC's Yonkers Extension Center. The amendment authorizes additional work needed at the leased premises, including security, signage and engineering services.

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

- ☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(2):**
replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Stewart Glass, Westchester Community College
Claudia Maxwell, Principal Environmental Planner

A **LOCAL LAW** authorizing the County of Westchester, acting by and through the Westchester Community College, to amend the lease agreement with Brooks Shopping Centers, LLC, for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase to the total amount payable under the lease by an amount of \$500,000.00 for work required by WCC to be able to operate as a 21st century facility.

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

Section 1. The County of Westchester, acting by and through Westchester Community College (“WCC”), is hereby authorized to amend the lease agreement (“Lease”) with Brooks Shopping Centers, LLC (“Landlord”), for space located at the Cross County Shopping Center (“CCSC”), Yonkers, in order to authorize an increase to the total amount payable under the Lease by an amount of \$500,000.00 for work required by WCC to be able to operate as a 21st century facility. The work that WCC requested the Landlord to undertake includes, but is not limited to additional security, signage and engineering services.

§2. All other terms and conditions of the Lease, as previously amended, shall remain in full force and effect.

§3. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§4. This Local Law shall take effect immediately.

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers (the "Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA will be for a term commencing retroactively on January 1, 2024 and expiring on June 31, 2025, in the total aggregate amount of Two Hundred Twenty Thousand (\$220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand (\$110,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau, by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board.

Your Committee has carefully considered this matter and recommends approval of the Act,
noting that it requires not more than an affirmative vote of a majority of the members of your
Honorable Board.

Dated: May 13th, 2024
White Plains, New York

James J. Miller John
J. W.
Nancy L. Bann
David L. Iubio
J. L.
Shirley
S. J.

John J. Miller
Cathy Baker
David L. Iubio
J. W.

COMMITTEE ON

Budget & Appropriations

Veterans, Seniors &
Youth

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Anderson". The signature is written in a cursive, flowing style.

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

**VETERANS, SENIORS, AND
YOUTH**

A handwritten signature in black ink, appearing to read "Joe Plunk", is centered below the committee name.

FISCAL IMPACT STATEMENT

SUBJECT: Yonkers YB-6th Grade Leadership Academy

☐ 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 \$ 110000

Total Current Year Revenue \$ 0

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-52-2509-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 110,000

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end-of-the-year conference. City of Yonkers required to provide \$110,000 cash match

Contract Period: 1/1/24 - 6/30/25

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$ 0

Next Four years: n/a

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

NO
4/23/24

Reviewed By: _____

Budget Director

1/23/24

If you need more space, please attach additional sheets.

ACT NO. ____-2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2024 and expiring on June 30, 2025, for a total amount of Two Hundred Twenty Thousand (\$220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand (\$110,000) Dollars payable by the County plus a 100% match from the Municipality.

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

SECTION 1. The County of Westchester ("County"), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on January 1, 2024 and expiring on June 30, 2025, in the total aggregate amount of Two Hundred Twenty Thousand (\$220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand (\$110,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

§ 2. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§ 3. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT ("Agreement"), made the ____ day of _____, 2024 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),
and
CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 285 Nepperhan Avenue, Yonkers, New York 10701 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled "6th Grade Leadership Academy" (the "Program"); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.; and

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule "A" attached hereto and made a part hereof (the "Work").

SECOND: The term of this Agreement shall commence January 1, 2024 and terminate June 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The total aggregate cost of the work shall be Two Hundred Twenty Thousand (\$220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand (\$110,000) Dollars payable by the County plus a 100% match from the Municipality. The amount payable by the County shall be payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "B,". Except as otherwise expressly stated in this Agreement, no payment shall

be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

The Municipality expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Municipality in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Municipality will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Municipality. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reduction of services if such consent is not granted. The Municipality is solely responsible for any over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Municipality hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Municipality shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Municipality for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Municipality.

FOURTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule “D” — “Criminal Background Disclosure”

This schedule is required pursuant to Executive Order No. 1-2008.

2.) Schedule “E” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

3.) SCHEDULE “F” — Westchester County Youth Bureau Sample Corrective Action Request

This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

FIFTH: The Municipality shall procure and maintain insurance coverage as specified in Schedule "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. 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.

SIXTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 at the rates specified in Schedule "B."

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of

such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days 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 Director shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

EIGHTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: 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.

TENTH: All notices given pursuant to this Agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: City of Yonkers
 285 Nepperhan Avenue,
 Yonkers, New York 10701

or to such other addresses as may be specified by the parties hereto in writing.

ELEVENTH: 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.

TWELFTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

THIRTEENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

FOURTEENTH: 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 express 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.

FIFTEENTH: 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.

SIXTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

THE CITY OF YONKERS

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX.

Approved:

Assistant County Attorney
The County of Westchester

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

 (Signature)

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

On this ____ day of _____, 20__, before me personally came _____
 _____ whose signature appears above, to me known, and know to be the
 _____ of _____,
(Title)

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

 Notary Public County

SCHEDULE "A"

(TO BE ADDED)

DRAFT

SCHEDULE "B"

(TO BE ADDED)

DRAFT

WESTCHESTER COUNTY YOUTH BUREAU **FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
West. County BOL	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
Stipend (prior approval req.)	Time Sheet and Proof of Payment
OTPS /Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau
112 East Post Road, 3rd Floor
White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

3. All policies of the Contractor 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 Contractor.

SCHEDULE "D"
CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE**FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box: ☐

1. _____

2. _____

3. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either** of the questions above are as follows:

If none, check this box: ☐

1. _____

2. _____

3. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?


In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"> <div style="display: flex; justify-content: space-around; height: 20px;"> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> </div> </div>
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"> <div style="display: flex; justify-content: space-around; height: 20px;"> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> <div style="width: 20px; height: 20px;"></div> </div> </div>	10. Account Type: <i>(check one)</i> <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

SCHEDULE "F"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

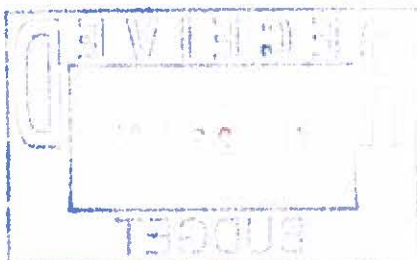
To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1st Notice☐ 2nd Notice☐ Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

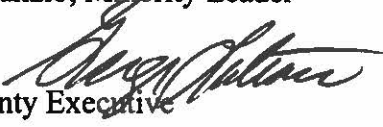
- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

Program Monitor Notes:



May 2, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **IMA – Mount Vernon – Youth Development Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 6, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 6, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 1, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA would be for a term commencing retroactively on January 1, 2024 and expiring on December 31, 2024, for a total amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the "Programs"). The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 185 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record for providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof, which exempts agreements for youth service and recreation projects.

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

Sincerely,

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

George Latimer
County Executive

GL/JMQ/jpi

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the “IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on January 1, 2024 and expiring on December 31, 2024, for an amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development initiatives and services under its Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the “Programs”).

The Programs would serve as youth development and juvenile delinquency prevention programs for approximately 185 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record of providing successful

positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board.

Your Committee has been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof which exempts agreements for youth service and recreation projects.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

c:JPI 4.22.24

FISCAL IMPACT STATEMENT

SUBJECT: Mt. Vernon Youth Program 2024

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 180718

Total Current Year Revenue \$ _____

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses:

Annual Amount \$ 180,718

Describe: Contract with the City of Mount Vernon, pursuant to which the City, acting by and through its Youth Bureau, would provide its Youth Empowerment Program, Safe Haven Program, Step Up Program and After School Program, for the period from 1/1/24 through 12/31/24.

Potential Related Revenues:

Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: \$0

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: [Signature]

Budget Director

4/25/24

If you need more space, please attach additional sheets.

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the City of Mount Vernon will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2024 and expiring on December 31, 2024 for a total amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00).

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

SECTION 1. The County of Westchester (the “County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide youth development services under its Youth Development Program, including (i) the Safe Haven program, (ii) the Youth Empowerment program, and (iii) the Step Up program for a term commencing retroactively on January 1, 2024 and expiring on December 31, 2024.

§ 2. In consideration for services rendered, the County will pay the Municipality in an amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable in accordance with an approved budget.

§ 3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§ 4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2024 by and between

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

and

THE CITY OF MOUNT VERNON, a municipal corporation of the State of New York, having an office and place of business at One Roosevelt Square, Mount Vernon, New York 10550 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality, acting by and through its Youth Bureau, provide certain youth development services under its Youth Development Program; and

WHEREAS, the Municipality is willing to provide such services, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide one or more Youth Development program (s), as more fully described in **Schedule “A,”** which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence retroactively as of January 1, 2024 and shall terminate on December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the Westchester County Youth Bureau Executive Director (the “Director”) in writing, and after receipt of all applicable legal approvals.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, shall not exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable quarterly, pursuant to an approved budget. Funds for this Work shall be divided amongst the following youth programs: The Safe Haven Program, for a not to exceed amount of Ninety-Four Thousand Seven Hundred Eighteen Dollars (\$94,718.00), the Youth Empowerment program for a not to exceed amount of Forty-Six Thousand Dollars (\$46,000.00), and the Step Up program for a not to exceed amount of Forty Thousand Dollars (\$40,000.00) payable in accordance with the Budget which is attached hereto and made a part hereof as Schedule "B".

The County shall pay the Municipality for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

FOURTH: The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter, as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that

monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

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

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

Schedule "E" is a form entitled, "Westchester County Youth Bureau Corrective Action Request". This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

FIFTH: 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 its 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.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the City may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The City hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide the County if the City were to purchase commercial insurance. The City further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

SIXTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 at the rates specified in Schedule "A."

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

EIGHTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: 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.

TENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail, and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: City of Mount Vernon
 One Roosevelt Square
 Mount Vernon, NY 10550

or to such other addresses as may be specified by the parties hereto in writing.

ELEVENTH: 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.

TWELVTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

THIRTEENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

FOURTEENTH: 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 express 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.

FIFTEENTH: 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.

SIXTEENTH: 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.

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

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

CITY OF MOUNT VERNON

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX on the XXth day of XX, 2024.

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

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

On this _____ day of _____, 2024, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is

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

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

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

On this ___ day of _____, 20__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

Implementing Agency: Mount Vernon Youth Bureau	Program Title: SAFE HAVEN after-school, Summer & STEAM
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FUND AMOUNTS:		
Total Program Amount: 94,197	Funds Requested: 94,197	Cost Per Youth: \$981

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriquez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305			
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code:10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: TBD	First Name:	Title: Program Director	
Phone Number: 914-665-7495	Extension:	Fax: 914-665-1373	Email:

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 3:30pm – 5:30pm	Days of operation: Mon.- Fri.	From: Jan 1, 2024	To: Dec. 31, 2024
Other <input checked="" type="checkbox"/> explain: Saturday STEAM 10am -2pm Saturdays & Summer Camp 9am – 3pm (6-weeks) Monday – Friday			

PROJECTED TOTAL PROGRAM ENROLLMENT	96
<p>PROGRAM SUMMARY: The <u>Safe Haven After-school Drop In Program</u> provides academic support service in ELA, Science, Social Studies, & Math at Grimes and Cecil H. Parker Schools in an effort to close the learning gap, which has increased during the pandemic. The objective of the program is as follows: Students will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world. The Mount Vernon Youth Bureau has provided a safe and nurturing environment for youth ages 7-12 through the Safe Haven program for over twenty (24) years. Free homework assistance and enrichment activities allow for children within low-income families to experience positive youth development opportunities that would otherwise not be available.</p> <p>Participants in the <u>Safe Haven Summer Program</u> will have a safe and exciting place to spend their time during the summer break from various schools; five days a week from 9:00am – 3:00pm. Participants are afforded the opportunity to experience field trips as well as STEAM activities, health and wellness projects which include physical fitness classes, music, arts and crafts. The Safe Haven Program also provided youth who have been served previously through the program with opportunities to work as Counselors in Training (CITs) and/or Tutors.</p> <p><u>Safe Haven Saturday STEAM Academy</u> was created to provide academic enrichment programming for students' grades 2nd -6th during the winter months on Saturdays. The Saturday STEAM encourages academic and career exploration in the fields of Science, Technology, Engineering, Art and Math. In an effort to support the New York State Education Department's Regents Reform Agenda and Common Core State Standards, the Mount Vernon Youth Bureau will collaborate with parochial, public, and charter schools to provide a combination of traditional and non-traditional strategies to attract students who are disengaged from math and science. Program activities include science experiments, field trips, and STEAM projects. The program operates out of the Mount Vernon Public Library in person; however, the Youth Bureau will revert to virtual program should another pandemic arises.</p>	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 th Avenue	89	36		
Grimes	58 S. 10 th Avenue	89	36		
MVPL	28 S. 1 st Avenue	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 46	# Female 50
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 66	Two or more races 15	Hispanic or Latino 15
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)		0-6 10	7-9 46	10-13 50	14-17	18-20	21+
If "Yes," indicate number of youth:		Youth aging out of foster care: 5			Children of incarcerated parents: 3		
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth			

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs, and accident/ incident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physically and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately if or when a verbal or physical confrontation begins. There is a zero-tolerance policy regarding violence.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models (18 yrs or older) who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities present within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau will employ staff who are familiar with the elementary, middle and high school population and the structure of the Mount Vernon City School District. Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through our Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) Program. Youth will plan and implement community projects which will lead to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Safe Haven Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plans indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Program Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/ or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials, thank you letters, and projects. Annual reports will reflect the evaluation of the program.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Safe Haven Summer, AS, & STEAM

LIFE AREA: (Enter Code & Description)	3ED: EDUCATION
GOAL: (Enter Code & Description)	311. Children will leave school prepared to live, learn, and work in a community as contributing members of society.
OBJECTIVE: (Enter Code & Description)	311. Students will meet and exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world.
SOS: (Enter Code & Description)	0311 – Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance.
HOW MUCH: (Enter Code & Description)	96
HOW WELL: (Enter Code & Description)	0311B.1 100% of program staff currently trained in a feature of Positive Youth Development
BETTER OFF: (Enter Code & Description)	0311C.1 85% of the youth will improve their academic performance.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT percentages**. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE 46 FEMALE 50 TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 66 HISPANIC OR LATINO 15 AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 15 OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 46 10-14 50 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No x Yes IF "YES," PLEASE DESCRIBE: _____	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Youth Empowerment
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FUND AMOUNTS:

Total Program Amount: \$46,000	Funds Requested: \$46,000	Cost Per Youth: \$1,533
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AUTHORIZED VOUCHER SIGNEES:

1	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:

Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305				
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor		
Mailing Street Address: One Roosevelt Square				
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon		State: NY	Zip Code:10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :

Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373
		Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:

Last Name: Treasure	First Name: Carolyn	Title: Program Director
Phone Number: 914-665-2346	Extension:	Fax: 914-665-1373
		Email: CTreasure@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :

HOURS OF OPERATION: 3:00pm – 5:00pm and 9am – 1pm	Days of operation: Mon.- Fri.	From: Jan 1, 2024	To: Dec. 31, 2024
Other <input type="checkbox"/> explain:			

PROGRAM TITLE: Youth Empowerment

PROJECTED TOTAL PROGRAM ENROLLMENT 30	
PROGRAM SUMMARY: The Youth Empowerment Program addresses the unemployment dilemma within the city of Mount Vernon by providing after-school and summer jobs to at risk youth. While there has been a focus to prepare juvenile delinquents and youth that are under the court's supervision for the workforce, the scope of the project has expanded to include youth with barriers to employment such as: low-income status; homeless or foster care status; basic skills deficiencies; lack of job readiness, presentation, and communication skills; and work experience. During the last contract year, 100% of youth served and received job readiness skills training which will include workshops on resume and cover letter writing; interviewing skills; mock interviews; job search techniques; completing online job applications; work ethics; communication and presentation skills; time & money management; organizational skills; and volunteerism. Soft skills training will be delivered through the READI Curriculum; the acronym represents: Respect, Enthusiasm, Articulate, Dependable, and Initiative. The READI curriculum also covers problem solving, work ethics, and goal setting.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Gov't	1 Roosevelt Square	89	36		
Healthcare	107 So. 4 th Ave.	89	36		
Childcare	103 West 2 nd Street	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 20	# Female 10
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 20	Two or more races 5	Hispanic or Latino 5
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 10	7-9	10-13	14-17 20	18-20 5	21+ 5
If "Yes," indicate number of youth:	Youth aging out of foster care: 2		Children of incarcerated parents: 2			
Youth in the juvenile justice system who re-enter the community: 10			Runaway and homeless youth: 1			

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures bi-annually. Registration forms, attendance logs and incident /accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants. The existing staff have received training focused on prevention and resiliency to promote participants' overall well-being. Activities are designed to be safe, healthy, and nurturing. Norms to include confidentiality, inclusion, and respect for others will be established and maintained by participants to foster an environment of psychological safety. All the MVYB's staff are trained in Youth Mental Health First Aide.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age-appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate . The Bureau's staff have experience in serving the special populations which include youth who are classified as low income, minority, disabled, homeless, foster care, English Language Learners (ELL) and youth who identify as LGBTQIA.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms. Youth will receive training through the evidenced based curriculums and adult role models on how to establish and adhere to appropriate personal, family, school, and neighborhood boundaries. Staff will model appropriate pro-social behavior and interaction and intervene as necessary to correct inappropriate behavior. Staff will encourage youth and praise good behavior; therefore, staff will acknowledge positive actions through certificates, articles and pictures on the Bureau's social media accounts, monthly newsletters, flyers, and announcements during community wide events.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureaus Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will plan and implement community projects which will lead to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building. Opportunities will be provided for participants to publically demonstrate their social justice actions through the Bureau's youth empowerment events.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Youth Employment Program is shared and resources are coordinated. Families, community members, and government officials will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the coordinator during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Youth Empowerment

LIFE AREA: (Enter Code & Description)	1ES: ECONOMIC SECURITY
GOAL: (Enter Code & Description)	11 Youth will be prepared for their eventual economic self-sufficiency.
OBJECTIVE: (Enter Code & Description)	111 Youth seeking summer jobs will have employment opportunities
SOS: (Enter Code & Description)	0119 Employment Opportunities
HOW MUCH: (Enter Code & Description)	30
HOW WELL: (Enter Code & Description)	0119B.2 80% of staff with training and/or certification in employment services.
BETTER OFF: (Enter Code & Description)	0119C.1 85% of the youth will improve their work skills.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT percentages**. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>20</u> FEMALE <u>10</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN <u>20</u> HISPANIC OR LATINO <u>5</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES <u>5</u> OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 _____ 10-14 <u>4</u> 15-17 <u>16</u> 18-20 <u>5</u> 21+ <u>5</u>
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF "YES," PLEASE DESCRIBE: Homeless, Runaway, and Juvenile Justice System who re-enter the community.	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: STEP UP
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FUND AMOUNTS:		
Total Program Amount: \$40,000	Funds Requested: \$40,000	Cost Per Youth: \$ \$615

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305			
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code:10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Burrell-Butler	First Name: Debbie		Title: Executive Director
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: Woodbury	First Name: Wayne		Title: Program Director
Phone Number: 914-840-4009	Extension:	Fax: 914-665-1373	Email: Wwoodbury@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:30 am – 5:30 pm	Days of operation: Mon.- Fri.	From: Jan. 1, 2024	To: Dec. 31, 2024
Other <input checked="" type="checkbox"/> explain: Step Up Summer Academy (SUSA) (9am – 1pm); (6-weeks); (Monday – Friday); (July 8 th thru August 16 th)			

PROJECTED TOTAL PROGRAM ENROLLMENT - 65

PROGRAM SUMMARY: The Mount Vernon Youth Bureau's **Step-Up Program** combines the evidenced-based framework of the 40 Developmental Assets and NYS OCFS to reduce the risk behaviors and juvenile delinquency amongst males ages 7-18. The Step-Up Program provides opportunities, mentoring, academic support, provision, and social intervention, which increases protective factors within the community during in and out of school time. The program works to serve the highest risk male population, and targets mostly African American and Hispanics. National indicators and local data suggest that the risk of youth becoming involved in gang initiations, assaults, in-school suspensions, and risky behaviors increases during middle school age. However, research shows that intervention at an earlier age often shows a high success rate. Surveys collected by staff that has developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had several school suspensions, academic failures or have joined gangs for protection within their neighborhoods and schools. The program has evidenced a reduction in risk factors such as gang involvement, recidivism, and delinquent offenses such as truancy and school suspensions. Over the past thirteen years, the program has served over 900 young men. Last year, the program exceeded its enrollment goal by 20 serving 80 males. Both school Administrators and parents have expressed their gratitude and have said they have seen a reduction in school behavioral incidences, progression in academic achievement based upon improved school attendance/grades and homework completion: 85% of the participants were connected to employment opportunities and demonstrated increased job readiness skills and 70% of the participants showed improved knowledge of possible career paths through career exploration. In 2022-2023, the Step-Up Summer Academy, provided 71 males a learned and earned opportunity and received a stipend of \$300. Year to date, there have been over 145 participants who attended the academy. Staff conduct workshops that include lectures from city and county officials; gang resistance; leadership skills, role-plays in the areas of government, practiced sign language, partook in fitness and other enrichment activities. Youth were also exposed to conflict resolutions techniques, avoidance of risky behaviors, drug prevention, mock interviews, and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gangs and/or involved in the court system. The Summer Academy gives them another option to make constructive use of leisure time and earn money legally.

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 th Avenue	89	36		
BTMS	624 S. 3rd Avenue	89	36		
Graham	421 E. 5 th Street	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)

Male 65

Female

ETHNICITY (Enter number of participants per ethnic group)

White

Black or African American 45

Two or more races 15

Hispanic or Latino 5

American Indian or Alaskan Native

Asian

Native Hawaiian or other Pacific Islander

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)No ☐Yes ☒

Ages: (enter # of participants in population described)

0-6

7-9 (5)

10-13 (30)

14-17 (25)

18-20 5

21+

If "Yes," indicate number of youth:

Youth aging out of foster care:

Children of incarcerated parents: 8

Youth in the juvenile justice system who re-enter the community: 2

Runaway and homeless youth: 4

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Executive and Deputy Director will be reiterating the importance of a safe and healthy place for the staff to remember it increases peer group interaction and decreases unsafe or confrontational peer interactions. The director and staff will in return communicate to worksite supervisors, community service hosts, and community stakeholders the importance to ensure that each location that is hosting program activities meets the safety requirements and are physically safe. In other words, staff will provide a psychologically safe environment for the young men and monitor peer to peer interaction. Currently, the Step-Up Director has a private office in Youth Bureau and classrooms at various schools which meet the physical and psychological safety requirements of the program.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

The Program Director and staff will ensure proper boundaries and coordinated activities are deemed age and developmentally appropriate. A program orientation for both participants and parents will state the program expectations and be reiterated throughout the program year. All the necessary information, such as contact information for the program, will be provided to participants, parents, and caregivers. All MVYB staff are properly trained in Youth Mental Health First Aide provided by WJCS.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff are qualified and are considered by previous participants and parents to be a caring and responsible adult. The director and support staff are considered to be role models, has excellent communication skills, takes pride in building relationships with the participants and parents, but also with the schools' personnel and the community.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The Step-Up Program is an all-male program; however, referrals of at-risk females are made when necessary to other programs within the Bureau. Although the program services predominantly minority (African American & Hispanic), the MVYB does not discriminate and has an open-door policy that services all race, ethnicity, gender, or culture, especially since Mount Vernon, has over 98 different nationalities.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will aid in planning and implement community projects such as the Lights On After-School Rally; Albany-Youth Advocacy; Black History Challenge; HBCU Fair; Let Your Color Shine; World AIDS Day, National Night Out; Youth Townhall, Family Day; and Earth Day all of which will lead to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will focus on a participant's qualities and challenges as a guide to increase positive youth development skills which lead to self-sufficiency. The young men will be exposed to the growing STEAM workforce; hands-on working experiences; opportunities to learn cultural literacy by taking trips; exposure to college environment; academies which increase communication skills; preparation for employment by completing employment applications and completing mock interviews; opportunities to develop social and cultural capital, and mentorship which helps in decision-making and increase resistance skills.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

The Step-Up Program has and will continue to collaborate with the MVPD, MVCSD, Westchester County, YSOW, and other community agencies to make the program beneficial to its participants. Program Director will continue to interact with schools, youth, and families as needed to address concerns. Feedbacks to and from schools, families, and law enforcement will be provided when requested. Families, community members, government officials, program administrators, and the media will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

The MVB plans on staying in compliance with the funding source's reporting and monitoring rules and guidelines. The program director will submit monthly, quarterly, and annual statistical measurement reports on the County's web-based reporting system on or before the due dates. The director will also monitor the program daily and will meet with their immediate supervisor at least once a month. The meetings will discuss obstacles, program enhancements, progress, goal attainments, etc. Program staff will receive training annually from an NYS OCFS representative who will discuss in detail the NYS OCFS regulations, policies, State, and Local Laws pertaining to safety and after-school programs. Reports will be reviewed, and site visits will be conducted by the Executive Director and Deputy Director. Members of the Youth Board will also periodically monitor program sites. Visits will be both announced and unannounced to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, milestones, time frame, and evaluation process will be developed by the Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/or the Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign-in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored every quarter for example, youth report card or progress reports. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program. In an effort to capitalized on the program's strengths and tackle its weaknesses, the Program Director and staff will also collect written feedbacks and testimonials from parents, caregivers, and participants.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Step UP / Summer Academy

LIFE AREA: (Enter Code & Description)	LIFE AREA 4CVC: Citizenship/ Civic Engagement
GOAL: (Enter Code & Description)	41 Goal: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418 Objective: Children and youth will refrain from violence and other illegal behaviors.
SOS: (Enter Code & Description)	0420. Youth Leadership/Empowerment Opportunities: Programs that provide character education, leadership skills development and/or community/civic activities.
HOW MUCH: (Enter Code & Description)	65
HOW WELL: (Enter Code & Description)	0420B.1 100% of program staff trained in a feature of positive youth development
BETTER OFF: (Enter Code & Description)	0421C.2 50 of youth with improved positive youth development outcomes (ie Leadership skills, and/or community engagement.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT** percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE 62 FEMALE TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY 3 CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 40 HISPANIC OR LATINO 10 AMERICAN INDIAN OR ALASKAN NATIVE ASIAN NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 15 OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 5 10-14 35 15-17 25 18-20 5 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF "YES," PLEASE DESCRIBE: Runaway, Homeless, ESL, Incarcerated Parents	

SCHEDULE "B"
BUDGET

For the Period of Operation: January 1, 2024 - December 31, 2024	
Agency Name: Mount Vernon Youth Bureau	Program Title: Safe Haven / AS/ Academy

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
2 TEACHER AIDE (10HRS*31WKS)	\$ 30.00	H	\$ 9,300
1TEACHER AIDE (10HRS*31WKS)	\$ 25.00	H	\$ 7,750
4 TEACHER AIDE (10HRS*31WKS)	\$ 20.00	H	\$ 24,800
STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 25.00	H	\$ 3,600
2 STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 20.00	H	\$ 5,760
SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 30.00	H	\$ 6,300
3 SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 20.00	H	\$ 12,600
PROGRAM DIRECTOR	\$ 38.00	H	\$ 5,500
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$50.00	H	\$ 1,800
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$ 25.00	H	\$ 900
TOTAL SALARIES AND WAGES:			\$ 78,310
TOTAL FRINGE BENEFITS:			6,265
TOTAL PERSONAL SERVICES (1)			\$ 84,575

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
6 SUMMER STIPEND	350.00	Session	\$ 2,100
CAPOEIRA MIXED MARTIAL ARTS INSTRUCTOR	195.00	Session	\$ 1,170
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 3,270

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 1,500
Rent	
Utilities	
Telecommunications	
Trips	\$ 4,373
Insurance	
Other Costs (Consumables)	1,000
TOTAL OTPS (3)	\$ 6,873

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	94,718
TOTAL WCYB FUNDS REQUESTED @ 100%	94,718
TOTAL CASH MATCH @ 0%	-

ATTACHMENT 8-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: SAFE HAVEN (AS/academy)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, binders, notebooks, construction paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleaners, craft sticks, tape, beads, strings and container with covers.	1,500
Rent		
Utilities		
Telecommunications		
Travel	3 buses at \$850, Admission for 70 kids	4,373
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	1,000
3. TOTAL OTPS		\$ 6,873

For the Period of Operation: January 1, 2024 - December 31, 2024	
Agency Name: Mount Vernon Youth Bureau	Program Title: Youth Empowerment

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 TEACHER AIDE (10HRS*9WKS)	\$ 30	H	\$ 4,050
10 YOUTH (10*6 WKS) SUMMER	\$ 16	H	\$ 19,200
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$ 16	H	\$ 9,600
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$ 16	H	\$ 9,600
TOTAL SALARIES AND WAGES:			\$ 42,450
TOTAL FRINGE BENEFITS:			3,247
TOTAL PERSONAL SERVICES (1)			\$ 45,697

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 203
Rent	
Utilities	
Telecommunications	
Trips	
Consumables	\$ 100
Miscellaneous	
TOTAL OTPS (3)	\$ 303

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	46,000
TOTAL WCYB FUNDS REQUESTED @ 100%	46,000
TOTAL CASH MATCH @ 0%	-

ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: Youth Empowerment

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Binders, paper, pens and pencils	\$ 203
Rent		
Utilities		
Telecommunications		
Travel		
Insurance		
Other Costs (Consumables)	Healthy Snacks	\$ 100
3. TOTAL OTPS		\$ 303

For the Period of Operation: January 1, 2024 - December 31, 2024			
Agency Name: Mount Vernon Youth Bureau			Program Title: Step Up
1. PERSONAL SERVICES			
Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 STEP UP DIRECTOR	\$ 28	H	\$ 9,000
1 COMMUNITY WORKER - SUMMER	\$ 20	H	\$ 3,240
2 COMMUNITY WORKER - SUMMER	\$ 18	H	\$ 5,832
4 COMMUNITY WORKER AIDE - FALL	\$ 16	H	\$ 3,840
4 COMMUNITY WORKER AIDE - WINTER	\$ 16	H	\$ 3,840
TOTAL SALARIES AND WAGES:			\$ 25,752
TOTAL FRINGE BENEFITS:			\$ 1,970
TOTAL PERSONAL SERVICES (1)			\$ 27,722

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
9 YOUTH - STEP UP ACADEMY-SUMMER (12-13)	\$250 per/yrh	Session	2,250
7 YOUTH - STEP UP ACADEMY-SUMMER (11)	\$225 per/yrh	Session	1,575
14 YOUTH - STEP UP ACADEMY-SUMMER (9-10)	\$200 per/yrh	Session	2,800
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 6,625

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 1,200
Rent	
Utilities	
Telecommunications	
Travel	\$ 3,400
Insurance	
Other Costs (Consumables)	\$ 1,053
TOTAL OTPS (3)	\$ 5,653

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	40,000
TOTAL WCYB FUNDS REQUESTED @ 100%	40,000
TOTAL CASH MATCH @ 0%	-

OTPS - ATTACHMENT B-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: Step-Up		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Activity & Program supplies- paper, photo paper, ink	\$ 1,200
Rent		
Utilities		
Telecommunications		
Travel	Bus & Admission Fee (1 trip) 1. Educational -(Botanical Gardens, Science Barge, Science Museum, Google, or New York City Financial District) 2. Summer Enrichment- (Splash Down Park)	\$ 3,400
Insurance		
Other Costs (Consumables)	Snacks for the youth throughout the program	\$ 1,053
3. TOTAL OTPS		\$ 5,653

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
 (Youth & Human Services)

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

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

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

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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.

SCHEDULE "D"
ELECTRONIC FUNDS TRANSFER (EFT)

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		<div style="border: 1px solid black; width: 100%; height: 20px; margin: 0 auto;"></div>
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 0 auto;"></div>	10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by
 Westchester County) - Vendor number assigned

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "E"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1st Notice☐ 2nd Notice☐ Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

Program Monitor Notes:

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the “IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on January 1, 2024 and expiring on December 31, 2024, for an amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development initiatives and services under its Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the “Programs”).

The Programs would serve as youth development and juvenile delinquency prevention programs for approximately 185 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record of providing successful

positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board.

Your Committee has been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof which exempts agreements for youth service and recreation projects.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: May 13th, 2024
White Plains, New York

COMMITTEE ON

Henry Bill Jones
J. B.
Maurya Ban
Doreen J. Subito
Jul F.
William
Sig

Calvin Pat
[Signature]
J. W.
Doreen J. Subito

c:JPI 4.22.24

Budget & Appropriations

Veterans, Seniors & Youth

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Anderson". The signature is written in a cursive, flowing style.

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

**VETERANS, SENIORS, AND
YOUTH**

A handwritten signature in black ink, appearing to read "Joe Plunk", is centered below the committee name.

FISCAL IMPACT STATEMENT

SUBJECT: Mt. Vernon Youth Program 2024

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 180718

Total Current Year Revenue \$ _____

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses:

Annual Amount \$ 180,718

Describe: Contract with the City of Mount Vernon, pursuant to which the City, acting by and through its Youth Bureau, would provide its Youth Empowerment Program, Safe Haven Program, Step Up Program and After School Program, for the period from 1/1/24 through 12/31/24.

Potential Related Revenues:

Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: \$0

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: [Signature]

Budget Director

4/25/24

If you need more space, please attach additional sheets.

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the City of Mount Vernon will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2024 and expiring on December 31, 2024 for a total amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00).

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

SECTION 1. The County of Westchester (the “County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide youth development services under its Youth Development Program, including (i) the Safe Haven program, (ii) the Youth Empowerment program, and (iii) the Step Up program for a term commencing retroactively on January 1, 2024 and expiring on December 31, 2024.

§ 2. In consideration for services rendered, the County will pay the Municipality in an amount not to exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable in accordance with an approved budget.

§ 3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§ 4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2024 by and between

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

and

THE CITY OF MOUNT VERNON, a municipal corporation of the State of New York, having an office and place of business at One Roosevelt Square, Mount Vernon, New York 10550 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality, acting by and through its Youth Bureau, provide certain youth development services under its Youth Development Program; and

WHEREAS, the Municipality is willing to provide such services, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide one or more Youth Development program (s), as more fully described in **Schedule “A,”** which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence retroactively as of January 1, 2024 and shall terminate on December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the Westchester County Youth Bureau Executive Director (the “Director”) in writing, and after receipt of all applicable legal approvals.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, shall not exceed One Hundred Eighty Thousand Seven Hundred and Eighteen Dollars (\$180,718.00), payable quarterly, pursuant to an approved budget. Funds for this Work shall be divided amongst the following youth programs: The Safe Haven Program, for a not to exceed amount of Ninety-Four Thousand Seven Hundred Eighteen Dollars (\$94,718.00), the Youth Empowerment program for a not to exceed amount of Forty-Six Thousand Dollars (\$46,000.00), and the Step Up program for a not to exceed amount of Forty Thousand Dollars (\$40,000.00) payable in accordance with the Budget which is attached hereto and made a part hereof as Schedule "B".

The County shall pay the Municipality for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

FOURTH: The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter, as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that

monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

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

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

Schedule "E" is a form entitled, "Westchester County Youth Bureau Corrective Action Request". This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

FIFTH: 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 its 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.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the City may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The City hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide the County if the City were to purchase commercial insurance. The City further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

SIXTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 at the rates specified in Schedule "A."

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

EIGHTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: 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.

TENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail, and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: City of Mount Vernon
 One Roosevelt Square
 Mount Vernon, NY 10550

or to such other addresses as may be specified by the parties hereto in writing.

ELEVENTH: 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.

TWELVTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

THIRTEENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

FOURTEENTH: 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 express 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.

FIFTEENTH: 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.

SIXTEENTH: 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.

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

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

CITY OF MOUNT VERNON

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX on the XXth day of XX, 2024.

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

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

On this _____ day of _____, 2024, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is

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

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

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

On this ___ day of _____, 20___, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

Implementing Agency: Mount Vernon Youth Bureau	Program Title: SAFE HAVEN after-school, Summer & STEAM
---	---

FUND AMOUNTS:

Total Program Amount: 94,197	Funds Requested: 94,197	Cost Per Youth: \$981
------------------------------	--------------------------------	-----------------------

AUTHORIZED VOUCHER SIGNED:

1	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:

Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305				
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor		
Mailing Street Address: One Roosevelt Square				
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon		State: NY	Zip Code:10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :

Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director		
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com	

PROGRAM CONTACT PERSON:

Last Name: TBD	First Name:	Title: Program Director		
Phone Number:914-665-7495	Extension:	Fax: 914-665-1373	Email:	

PERIOD OF ACTUAL PROGRAM OPERATION :

HOURS OF OPERATION: 3:30pm – 5:30pm	Days of operation: Mon.- Fri.	From: Jan 1, 2024	To: Dec. 31, 2024
Other <input checked="" type="checkbox"/> explain: Saturday STEAM 10am -2pm Saturdays & Summer Camp 9am – 3pm (6-weeks) Monday – Friday			

PROJECTED TOTAL PROGRAM ENROLLMENT	96
<p>PROGRAM SUMMARY: The <u>Safe Haven After-school Drop In Program</u> provides academic support service in ELA, Science, Social Studies, & Math at Grimes and Cecil H. Parker Schools in an effort to close the learning gap, which has increased during the pandemic. The objective of the program is as follows: Students will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world. The Mount Vernon Youth Bureau has provided a safe and nurturing environment for youth ages 7-12 through the Safe Haven program for over twenty (24) years. Free homework assistance and enrichment activities allow for children within low-income families to experience positive youth development opportunities that would otherwise not be available.</p> <p>Participants in the <u>Safe Haven Summer Program</u> will have a safe and exciting place to spend their time during the summer break from various schools; five days a week from 9:00am – 3:00pm. Participants are afforded the opportunity to experience field trips as well as STEAM activities, health and wellness projects which include physical fitness classes, music, arts and crafts. The Safe Haven Program also provided youth who have been served previously through the program with opportunities to work as Counselors in Training (CITs) and/or Tutors.</p> <p><u>Safe Haven Saturday STEAM Academy</u> was created to provide academic enrichment programming for students' grades 2nd -6th during the winter months on Saturdays. The Saturday STEAM encourages academic and career exploration in the fields of Science, Technology, Engineering, Art and Math. In an effort to support the New York State Education Department's Regents Reform Agenda and Common Core State Standards, the Mount Vernon Youth Bureau will collaborate with parochial, public, and charter schools to provide a combination of traditional and non-traditional strategies to attract students who are disengaged from math and science. Program activities include science experiments, field trips, and STEAM projects. The program operates out of the Mount Vernon Public Library in person; however, the Youth Bureau will revert to virtual program should another pandemic arises.</p>	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 th Avenue	89	36		
Grimes	58 S. 10 th Avenue	89	36		
MVPL	28 S. 1 st Avenue	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 46	# Female 50
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 66	Two or more races 15	Hispanic or Latino 15
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 10	7-9 46	10-13 50	14-17	18-20	21+
If "Yes," indicate number of youth:	Youth aging out of foster care: 5		Children of incarcerated parents: 3			
Youth in the juvenile justice system who re-enter the community			Runaway and homeless youth			

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs, and accident/ incident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physically and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately if or when a verbal or physical confrontation begins. There is a zero-tolerance policy regarding violence.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models (18 yrs or older) who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities present within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau will employ staff who are familiar with the elementary, middle and high school population and the structure of the Mount Vernon City School District. Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through our Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) Program. Youth will plan and implement community projects which will lead to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Safe Haven Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plans indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Program Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/ or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials, thank you letters, and projects. Annual reports will reflect the evaluation of the program.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Safe Haven Summer, AS, & STEAM

LIFE AREA: (Enter Code & Description)	3ED: EDUCATION
GOAL: (Enter Code & Description)	311. Children will leave school prepared to live, learn, and work in a community as contributing members of society.
OBJECTIVE: (Enter Code & Description)	311. Students will meet and exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world.
SOS: (Enter Code & Description)	0311 – Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance.
HOW MUCH: (Enter Code & Description)	96
HOW WELL: (Enter Code & Description)	0311B.1 100% of program staff currently trained in a feature of Positive Youth Development
BETTER OFF: (Enter Code & Description)	0311C.1 85% of the youth will improve their academic performance.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas. **NOT percentages.** Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE 46 FEMALE 50 TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 66 HISPANIC OR LATINO 15 AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 15 OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 46 10-14 50 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No x Yes	
IF "YES," PLEASE DESCRIBE: _____	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Youth Empowerment
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FUND AMOUNTS:		
Total Program Amount: \$46,000	Funds Requested: \$46,000	Cost Per Youth: \$1,533

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:				
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305				
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor		
Mailing Street Address: One Roosevelt Square				
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code:10550	

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: Treasure	First Name: Carolyn	Title: Program Director	
Phone Number: 914-665-2346	Extension:	Fax: 914-665-1373	Email: CTreasure@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION:			
3:00pm – 5:00pm and 9am – 1pm	Days of operation: Mon.- Fri.	From: Jan 1, 2024	To: Dec. 31, 2024
Other <input type="checkbox"/> explain:			

PROGRAM TITLE: Youth Empowerment

PROJECTED TOTAL PROGRAM ENROLLMENT 30
PROGRAM SUMMARY: The Youth Empowerment Program addresses the unemployment dilemma within the city of Mount Vernon by providing after-school and summer jobs to at risk youth. While there has been a focus to prepare juvenile delinquents and youth that are under the court's supervision for the workforce, the scope of the project has expanded to include youth with barriers to employment such as: low-income status; homeless or foster care status; basic skills deficiencies; lack of job readiness, presentation, and communication skills; and work experience. During the last contract year, 100% of youth served and received job readiness skills training which will include workshops on resume and cover letter writing; interviewing skills; mock interviews; job search techniques; completing online job applications; work ethics; communication and presentation skills; time & money management; organizational skills; and volunteerism. Soft skills training will be delivered through the READI Curriculum; the acronym represents: Respect, Enthusiasm, Articulate, Dependable, and Initiative. The READI curriculum also covers problem solving, work ethics, and goal setting.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Gov't	1 Roosevelt Square	89	36		
Healthcare	107 So. 4 th Ave.	89	36		
Childcare	103 West 2 nd Street	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 20	# Female 10
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 20	Two or more races 5	Hispanic or Latino 5
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 10	7-9	10-13	14-17 20	18-20 5	21+ 5
If "Yes," indicate number of youth:	Youth aging out of foster care: 2			Children of incarcerated parents: 2		
Youth in the juvenile justice system who re-enter the community: 10				Runaway and homeless youth: 1		

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures bi-annually. Registration forms, attendance logs and incident /accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants. The existing staff have received training focused on prevention and resiliency to promote participants' overall well-being. Activities are designed to be safe, healthy, and nurturing. Norms to include confidentiality, inclusion, and respect for others will be established and maintained by participants to foster an environment of psychological safety. All the MVYB's staff are trained in Youth Mental Health First Aide.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age-appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate . The Bureau's staff have experience in serving the special populations which include youth who are classified as low income, minority, disabled, homeless, foster care, English Language Learners (ELL) and youth who identify as LGBTQIA.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms. Youth will receive training through the evidenced based curriculums and adult role models on how to establish and adhere to appropriate personal, family, school, and neighborhood boundaries. Staff will model appropriate pro-social behavior and interaction and intervene as necessary to correct inappropriate behavior. Staff will encourage youth and praise good behavior; therefore, staff will acknowledge positive actions through certificates, articles and pictures on the Bureau's social media accounts, monthly newsletters, flyers, and announcements during community wide events.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureaus Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will plan and implement community projects which will lend to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building. Opportunities will be provided for participants to publically demonstrate their social justice actions through the Bureau's youth empowerment events.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Youth Employment Program is shared and resources are coordinated. Families, community members, and government officials will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the coordinator during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Youth Empowerment

LIFE AREA: (Enter Code & Description)	1ES: ECONOMIC SECURITY
GOAL: (Enter Code & Description)	11 Youth with be prepared for their eventual economic self-sufficiency.
OBJECTIVE: (Enter Code & Description)	111 Youth seeking summer jobs will have employment opportunities
SOS: (Enter Code & Description)	0119 Employment Opportunities
HOW MUCH: (Enter Code & Description)	30
HOW WELL: (Enter Code & Description)	0119B.2 80% of staff with training and/or certification in employment services.
BETTER OFF: (Enter Code & Description)	0119C.1 85% of the youth will improve their work skills.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT percentages**. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>20</u> FEMALE <u>10</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN <u>20</u> HISPANIC OR LATINO <u>5</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES <u>5</u> OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 _____ 10-14 <u>4</u> 15-17 <u>16</u> 18-20 <u>5</u> 21+ <u>5</u>
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF "YES," PLEASE DESCRIBE: Homeless, Runaway, and Juvenile Justice System who re-enter the community.	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: STEP UP
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FUND AMOUNTS:

Total Program Amount: \$40,000	Funds Requested: \$40,000	Cost Per Youth: \$ \$615
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AUTHORIZED VOUCHER SIGNED:

1	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:

Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305				
Agency Website: www.cmvny.com		Implementing Agency/Municipality: 3 rd Floor		
Mailing Street Address: One Roosevelt Square				
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon		State: NY	Zip Code:10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :

Last Name: Burrell-Butler	First Name: Debbie		Title: Executive Director
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:

Last Name: Woodbury	First Name: Wayne		Title: Program Director
Phone Number: 914-840-4009	Extension:	Fax: 914-665-1373	Email: Wwoodbury@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :

HOURS OF OPERATION: 8:30 am – 5:30 pm	Days of operation: Mon.- Fri.	From: Jan. 1, 2024	To: Dec. 31, 2024
Other <input checked="" type="checkbox"/> explain: Step Up Summer Academy (SUSA) (9am – 1pm); (6-weeks); (Monday – Friday); (July 8 th thru August 16 th)			

PROJECTED TOTAL PROGRAM ENROLLMENT - 65

PROGRAM SUMMARY: The Mount Vernon Youth Bureau's **Step-Up Program** combines the evidenced-based framework of the 40 Developmental Assets and NYS OCFS to reduce the risk behaviors and juvenile delinquency amongst males ages 7-18. The Step-Up Program provides opportunities, mentoring, academic support, provision, and social intervention, which increases protective factors within the community during in and out of school time. The program works to serve the highest risk male population, and targets mostly African American and Hispanics. National indicators and local data suggest that the risk of youth becoming involved in gang initiations, assaults, in-school suspensions, and risky behaviors increases during middle school age. However, research shows that intervention at an earlier age often shows a high success rate. Surveys collected by staff that has developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had several school suspensions, academic failures or have joined gangs for protection within their neighborhoods and schools. The program has evidenced a reduction in risk factors such as gang involvement, recidivism, and delinquent offenses such as truancy and school suspensions. Over the past thirteen years, the program has served over 900 young men. Last year, the program exceeded its enrollment goal by 20 serving 80 males. Both school Administrators and parents have expressed their gratitude and have said they have seen a reduction in school behavioral incidences, progression in academic achievement based upon improved school attendance/grades and homework completion; 85% of the participants were connected to employment opportunities and demonstrated increased job readiness skills and 70% of the participants showed improved knowledge of possible career paths through career exploration. In 2022-2023, the Step-Up Summer Academy, provided 71 males a learned and earned opportunity and received a stipend of \$300. Year to date, there have been over 145 participants who attended the academy. Staff conduct workshops that include lectures from city and county officials; gang resistance; leadership skills, role-plays in the areas of government, practiced sign language, partook in fitness and other enrichment activities. Youth were also exposed to conflict resolutions techniques, avoidance of risky behaviors, drug prevention, mock interviews, and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gangs and/or involved in the court system. The Summer Academy gives them another option to make constructive use of leisure time and earn money legally.

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 th Avenue	89	36		
BTMS	624 S. 3 rd Avenue	89	36		
Graham	421 E. 5 th Street	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)

Male 65

Female

ETHNICITY (Enter number of participants per ethnic group)

White

Black or African American 45

Two or more races 15

Hispanic or Latino 5

American Indian or Alaskan Native

Asian

Native Hawaiian or other Pacific Islander

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)No ☐Yes ☒

Ages: (enter # of participants in population described)

0-6

7-9 (5)

10-13 (30)

14-17 (25)

18-20 5

21+

If "Yes," indicate number of youth:

Youth aging out of foster care:

Children of incarcerated parents: 8

Youth in the juvenile justice system who re-enter the community: 2

Runaway and homeless youth: 4

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Executive and Deputy Director will be reiterating the importance of a safe and healthy place for the staff to remember it increases peer group interaction and decreases unsafe or confrontational peer interactions. The director and staff will in return communicate to worksite supervisors, community service hosts, and community stakeholders the importance to ensure that each location that is hosting program activities meets the safety requirements and are physically safe. In other words, staff will provide a psychologically safe environment for the young men and monitor peer to peer interaction. Currently, the Step-Up Director has a private office in Youth Bureau and classrooms at various schools which meet the physical and psychological safety requirements of the program.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

The Program Director and staff will ensure proper boundaries and coordinated activities are deem age and developmentally appropriate. A program orientation for both participants and parents will state the program expectations and be reiterated throughout the program year. All the necessary information, such as contact information for the program, will be provided to participants, parents, and caregivers. All MVYB staff are properly trained in Youth Mental Health First Aide provided by WJCS.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff are qualified and are considered by previous participants and parents to be a caring and responsible adult. The director and support staff are considered to be role models, has excellent communication skills, takes pride in building relationships with the participants and parents, but also with the schools' personnel and the community.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The Step-Up Program is an all-male program; however, referrals of at-risk females are made when necessary to other programs within the Bureau. Although the program services predominantly minority (African American & Hispanic), the MVYB does not discriminate and has an open-door policy that services all race, ethnicity, gender, or culture, especially since Mount Vernon, has over 98 different nationalities.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's **Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y)** program. Youth will aid in planning and implement community projects such as the Lights On After-School Rally; Albany-Youth Advocacy; Black History Challenge; HBCU Fair; Let Your Color Shine; World AIDS Day; National Night Out; Youth Townhall; Family Day; and Earth Day all of which will lead to efficacy.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will focus on a participant's qualities and challenges as a guide to increase positive youth development skills which lead to self-sufficiency. The young men will be exposed to the growing STEAM workforce; hands-on working experiences; opportunities to learn cultural literacy by taking trips; exposure to college environment; academies which increase communication skills; preparation for employment by completing employment applications and completing mock interviews; opportunities to develop social and cultural capital, and mentorship which helps in decision-making and increase resistance skills.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

The Step-Up Program has and will continue to collaborate with the MVPD, MVCSD, Westchester County, YSOW, and other community agencies to make the program beneficial to its participants. Program Director will continue to interact with schools, youth, and families as needed to address concerns. Feedbacks to and from schools, families, and law enforcement will be provided when requested. Families, community members, government officials, program administrators, and the media will be invited to participate in program events.

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

The MVYB plans on staying in compliance with the funding source's reporting and monitoring rules and guidelines. The program director will submit monthly, quarterly, and annual statistical measurement reports on the County's web-based reporting system on or before the due dates. The director will also monitor the program daily and will meet with their immediate supervisor at least once a month. The meetings will discuss obstacles, program enhancements, progress, goal attainments, etc. Program staff will receive training annually from an NYS OCFS representative who will discuss in detail the NYS OCFS regulations, policies, State, and Local Laws pertaining to safety and after-school programs. Reports will be reviewed, and site visits will be conducted by the Executive Director and Deputy Director. Members of the Youth Board will also periodically monitor program sites. Visits will be both announced and unannounced to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, milestones, time frame, and evaluation process will be developed by the Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/or the Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign-in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored every quarter for example, youth report card or progress reports. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program. In an effort to capitalized on the program's strengths and tackle its weaknesses, the Program Director and staff will also collect written feedbacks and testimonials from parents, caregivers, and participants.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Step UP / Summer Academy

LIFE AREA: (Enter Code & Description)	LIFE AREA 4CVC: Citizenship/ Civic Engagement
GOAL: (Enter Code & Description)	41 Goal: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418 Objective: Children and youth will refrain from violence and other illegal behaviors.
SOS: (Enter Code & Description)	0420. Youth Leadership/Empowerment Opportunities: Programs that provide character education, leadership skills development and/or community/civic activities.
HOW MUCH: (Enter Code & Description)	65
HOW WELL: (Enter Code & Description)	0420B.1 100% of program staff trained in a feature of positive youth development
BETTER OFF: (Enter Code & Description)	0421C.2 50 of youth with improved positive youth development outcomes (ie Leadership skills, and/or community engagement.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT** percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE 62 FEMALE TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY 3 CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 40 HISPANIC OR LATINO 10 AMERICAN INDIAN OR ALASKAN NATIVE ASIAN NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 15 OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 5 10-14 35 15-17 25 18-20 5 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF "YES," PLEASE DESCRIBE: Runaway, Homeless, ESL, Incarcerated Parents	

SCHEDULE "B"
BUDGET

For the Period of Operation: January 1, 2024 - December 31, 2024	
Agency Name: Mount Vernon Youth Bureau	Program Title: Safe Haven / AS/ Academy

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis (H,W,BW, SM)	Budget Requested
2 TEACHER AIDE (10HRS*31WKS)	\$ 30.00	H	\$ 9,300
1TEACHER AIDE (10HRS*31WKS)	\$ 25.00	H	\$ 7,750
4 TEACHER AIDE (10HRS*31WKS)	\$ 20.00	H	\$ 24,800
STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 25.00	H	\$ 3,600
2 STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 20.00	H	\$ 5,760
SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 30.00	H	\$ 6,300
3 SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 20.00	H	\$ 12,600
PROGRAM DIRECTOR	\$ 38.00	H	\$ 5,500
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$50.00	H	\$ 1,800
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$ 25.00	H	\$ 900
TOTAL SALARIES AND WAGES:			\$ 78,310
TOTAL FRINGE BENEFITS:			6,265
TOTAL PERSONAL SERVICES (1)			\$ 84,575

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
6 SUMMER STIPEND	350.00	Session	\$ 2,100
CAPOEIRA MIXED MARTIAL ARTS INSTRUCTOR	195.00	Session	\$ 1,170
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 3,270

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 1,500
Rent	
Utilities	
Telecommunications	
Trips	\$ 4,373
Insurance	
Other Costs (Consumables)	1,000
TOTAL OTPS (3)	\$ 6,873

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	94,718
TOTAL WCYB FUNDS REQUESTED @ 100%	94,718
TOTAL CASH MATCH @ 0%	-

ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: SAFE HAVEN /AS/academy

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, binders, notebooks, constructions paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleans, craft sticks, tape, beads, strings and container with covers.	1,500
Rent		
Utilities		
Telecommunications		
Travel	3 buses at \$850, Admission for 70 kids	4,373
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	1,000
3. TOTAL OTPS		\$ 6,873

For the Period of Operation: January 1, 2024 - December 31, 2024	
Agency Name: Mount Vernon Youth Bureau	Program Title: Youth Empowerment

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 TEACHER AIDE (10HRS*9WKS)	\$ 30	H	\$ 4,050
10 YOUTH (10*6 WKS) SUMMER	\$ 16	H	\$ 19,200
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$ 16	H	\$ 9,600
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$ 16	H	\$ 9,600
TOTAL SALARIES AND WAGES:			\$ 42,450
TOTAL FRINGE BENEFITS:			3,247
TOTAL PERSONAL SERVICES (1)			\$ 45,697

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 203
Rent	
Utilities	
Telecommunications	
Trips	
Consumables	\$ 100
Miscellaneous	
TOTAL OTPS (3)	\$ 303

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	46,000
TOTAL WCYB FUNDS REQUESTED @ 100%	46,000
TOTAL CASH MATCH @ 0%	-

ATTACHMENT B-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: Youth Empowerment		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Binders, paper, pens and pencils	\$ 203
Rent		
Utilities		
Telecommunications		
Travel		
Insurance		
Other Costs (Consumables)	Healthy Snacks	\$ 100
3 TOTAL OTPS		\$ 303

For the Period of Operation: January 1, 2024 - December 31, 2024			
Agency Name: Mount Vernon Youth Bureau			Program Title: Step Up
1. PERSONAL SERVICES			
Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 STEP UP DIRECTOR	\$ 28	H	\$ 9,000
1 COMMUNITY WORKER - SUMMER	\$ 20	H	\$ 3,240
2 COMMUNITY WORKER - SUMMER	\$ 18	H	\$ 5,832
4 COMMUNITY WORKER AIDE - FALL	\$ 16	H	\$ 3,840
4 COMMUNITY WORKER AIDE - WINTER	\$ 16	H	\$ 3,840
TOTAL SALARIES AND WAGES:			\$ 25,752
TOTAL FRINGE BENEFITS:			\$ 1,970
TOTAL PERSONAL SERVICES (1)			\$ 27,722

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
9 YOUTH - STEP UP ACADEMY-SUMMER (12-13)	\$250 per/yrh	Session	2,250
7 YOUTH - STEP UP ACADEMY-SUMMER (11)	\$225 per/yrh	Session	1,575
14 YOUTH - STEP UP ACADEMY-SUMMER (9-10)	\$200 per/yrh	Session	2,800
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 6,625

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested
Supplies	\$ 1,200
Rent	
Utilities	
Telecommunications	
Travel	\$ 3,400
Insurance	
Other Costs (Consumables)	\$ 1,053
TOTAL OTPS (3)	\$ 5,653

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	40,000
TOTAL WCYB FUNDS REQUESTED @ 100%	40,000
TOTAL CASH MATCH @ 0%	-

OTPS - ATTACHMENT B-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: Step-Up		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Activity & Program supplies- paper, photo paper, ink	\$ 1,200
Rent		
Utilities		
Telecommunications		
Travel	Bus & Admission Fee (1 trip) 1. Educational -(Botanical Gardens, Science Barge, Science Museum, Google, or New York City Financial District) 2. Summer Enrichment- (Splash Down Park)	\$ 3,400
Insurance		
Other Costs (Consumables)	Snacks for the youth throughout the program	\$ 1,053
3. TOTAL OTPS		\$ 5,653

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
 (Youth & Human Services)

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

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

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

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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.

SCHEDULE "D"
ELECTRONIC FUNDS TRANSFER (EFT)



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- ☐ New
☐ Change
☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II - Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
 Westchester County) - Vendor number assigned

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "E"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1st Notice☐ 2nd Notice☐ Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

Program Monitor Notes:

RESOLUTION - 2024

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

WHEREAS, the County Executive having on the 28th day of February, 2024 recommended the appointment of Brian Kerr of Mamaroneck, New York as a member of the Westchester County Youth Board for a term to commence on February 28, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024 approved the appointment of Brian Kerr to the Westchester County Youth Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York

The block contains four handwritten signatures. The first is in black ink and appears to be 'Miller'. The second is a large, stylized signature in black ink. The third is a signature in black ink that appears to be 'J. D. ...'. The fourth is a signature in blue ink that appears to be 'Call ...'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

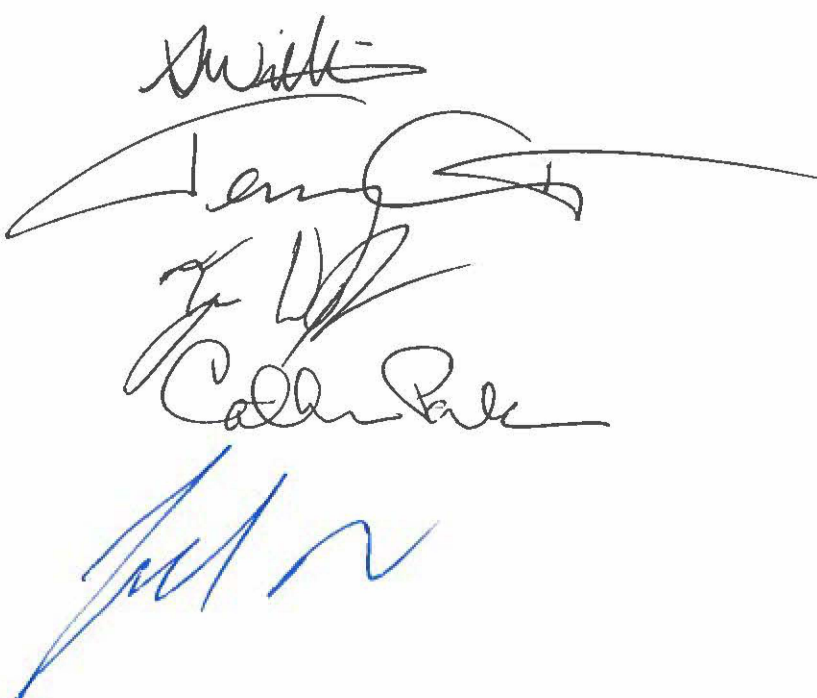
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 2nd day of April, 2024, recommended the appointment of Joanna Jimenez, M.S.Ed of Yonkers, New York as a member of the Westchester County Youth Board for a term to commence on April 2, 2024 and expire on December 31, 2026, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the appointment of Joanna Jimenez, M.S.Ed to the Westchester County Youth Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York

The block contains five handwritten signatures. From top to bottom: 1. A signature in black ink that appears to be 'Smith'. 2. A signature in black ink that appears to be 'Leng'. 3. A signature in black ink that appears to be 'Z. H.'. 4. A signature in black ink that appears to be 'Catherine'. 5. A signature in blue ink that appears to be 'J. R.'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

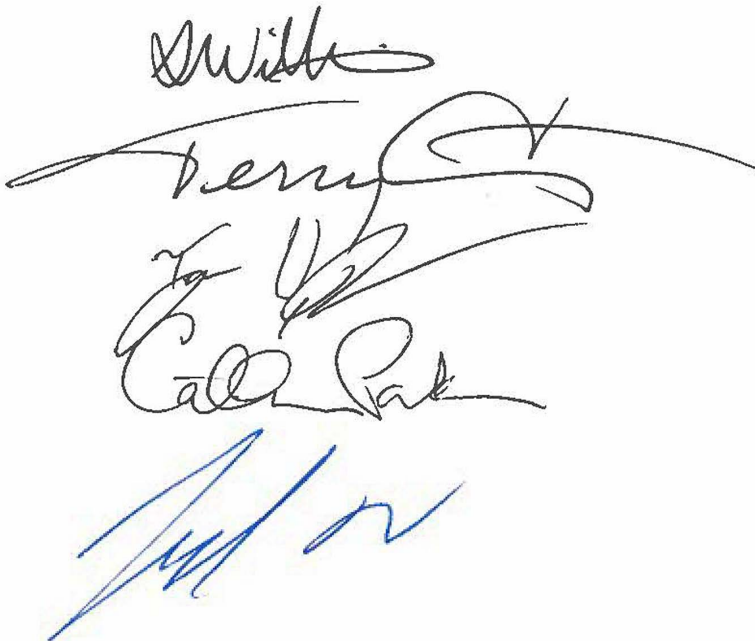
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 1st day of April, 2024, recommended the appointment of Anahaita N. Kotval of Tarrytown, New York, as a member of the Westchester County Housing Opportunity Commission for a term to commence on April 1, 2024 and to expire December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024 approved the appointment of Anahaita N. Kotval to the Westchester County Housing Opportunity Commission; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York



COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

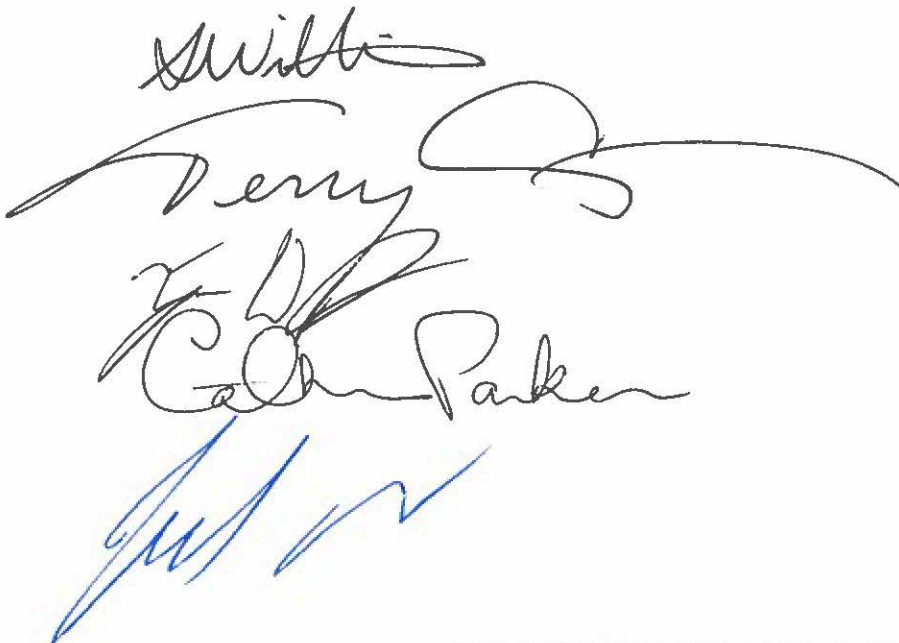
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 25th day of March, 2024, recommended the appointment of Maritza Fasack of Scarsdale, New York, as a member of the Westchester County Hispanic Advisory Board, for a term to commence on March 25, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the appointment of Maritza Fasack to the Westchester County Hispanic Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York



COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

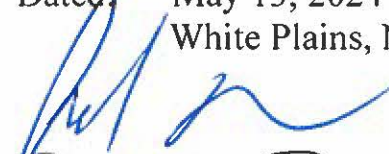
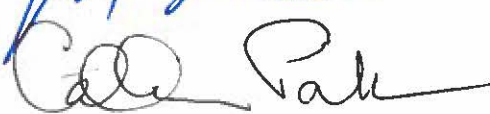
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 31st day of January, 2024, recommended the reappointment of Lucille Rossi of Pleasantville, New York, as a member of the Westchester County Advisory Council on People with Disabilities, for a term to begin on January 31, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the reappointment of Lucille Rossi as a member of the Westchester County Advisory Council on People with Disabilities; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York


COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

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

WHEREAS, the County Executive having on the 31st day of January, 2024, recommended the reappointment of Carin Horowitz, LMSW of Purdys, New York, as a member of the Westchester County Advisory Council on People with Disabilities, for a term to begin on January 31, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the reappointment of Carin Horowitz, LMSW as a member of the Westchester County Advisory Council on People with Disabilities; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York



Three handwritten signatures in blue ink are visible. The first signature is a stylized 'P' followed by a checkmark. The second signature is 'Cathleen Park'. The third signature is 'J. V. Smith'. Below these, there is a large, stylized signature that appears to be 'Dennis'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

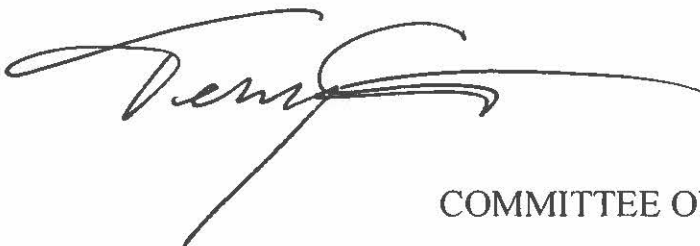
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 31st day of January, 2024, recommended the reappointment of Liz Mark of White Plains, New York, as a member of the Westchester County Advisory Council on People with Disabilities, for a term to begin on January 31, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the reappointment of Liz Mark as a member of the Westchester County Advisory Council on People with Disabilities; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York

The block contains four handwritten signatures. The top signature is in blue ink and appears to be 'Phil W'. Below it are three signatures in black ink, which appear to be 'C. Oak', 'J. H.', and 'Smith'.A large, stylized handwritten signature in black ink, likely representing the official signature of the Committee on Appointments.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2024

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

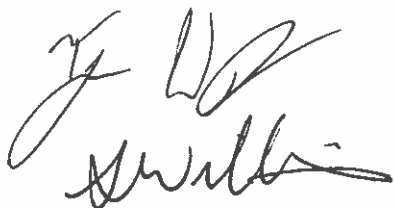
WHEREAS, the County Executive having on the 31st day of January, 2024, recommended the reappointment of Terry DeGatano, of White Plains, New York, as a member of the Westchester County Advisory Council on People with Disabilities, for a term to begin on January 31, 2024 and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

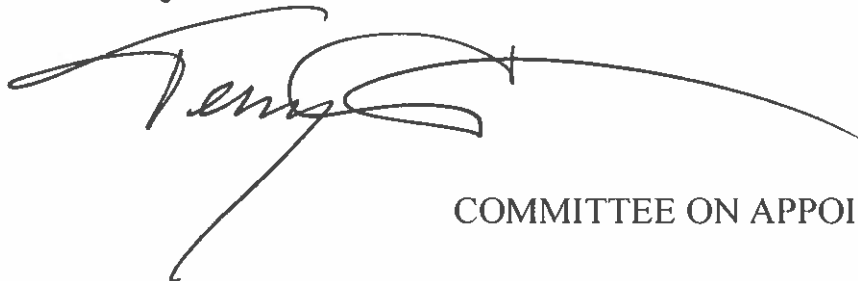
WHEREAS, the Committee on Appointments, having on the 13th day of May, 2024, approved the reappointment of Terry DeGatano, as a member of the Westchester County Advisory Council on People with Disabilities; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 13, 2024
White Plains, New York


Catharine Park


J. DeGatano


Terry DeGatano

COMMITTEE ON APPOINTMENTS

**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 amend an agreement with the law firm of McCarthy Fingar LLP ("McCarthy Fingar"), as previously amended, (the "Agreement") pursuant to which the firm was retained, at County expense, to serve in an "of counsel" capacity to the County Attorney, as needed. The County Attorney has advised your Committee that the retention was made in connection with litigation relating to a will and indenture, which conveyed to the County parkland known as Merestead (the "Litigation"). The County Attorney has advised your Committee that he is requesting an increase in the authorized not-to-exceed amount of the Agreement by Twenty-Six Thousand Dollars (\$26,000.00).

The County Attorney has advised your Committee that, under the Agreement, McCarthy Fingar was to be paid a total amount not-to-exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00), payable at various hourly rates for various personnel. The County Attorney has advised your Committee that the proposed amendment would authorize the County to increase the not-to-exceed amount of the Agreement to a new total amount not-to-exceed Three Hundred and Seventy-Six Thousand Dollars (\$376,000.00).

The County Attorney has advised your Committee that, as your Honorable Board is aware, the Litigation was commenced pursuant to the Real Property Actions and Proceedings Law Section 1955 and the Estates, Powers and Trusts Law Section 8-1.1 to obtain relief from

certain restrictions in the deed and trust that conveyed Merestead to the County. The County Attorney has advised your Committee that the original agreement with McCarthy Fingar was authorized by your Honorable Board, and thereafter executed by the County, in 2019, by Act 2019-18. The County Attorney has advised your Committee that your Honorable Board subsequently authorized, and the County thereafter executed, amendments in 2020, by Act 2020-53, and 2022, by Act 2022-17. The County Attorney has advised your Committee that the Litigation proceeded over approximately five (5) years, including addressing efforts to intervene by adjoining landowners. The County Attorney has advised your Committee that this additional funding is now being requested to make funds available to pay for the final invoices from McCarthy Fingar for the conclusion of the work concerning the Litigation, which was the subject of the settlement approved by your Honorable Board on April 29, 2024, by Act 2024-76.

According to the memorandum from the Planning Department, dated January 8, 2024, which is on file with the Clerk of the Board, with respect to the State Environmental Quality Review Act, the proposed local law does not constitute an action as defined in section 617.2(b) of 6 NYCRR Part 617. As such, no environmental review is required. Your Committee concurs with the Planning Department's conclusion.

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: May 13th, 2024
White Plains, New York

James J. Zullo Jr.
Joseph P. Manoppo
David J. Tubiolo
James J. Zullo
John L.

Donna M. Manoppo

COMMITTEE ON


C.BDM-050224

Budget & Appropriations

Law & Major Contracts

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.



COMMITTEES ON

Budget & Appropriations

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: McCarthy Fingar LLP - Amendment

☐ 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 \$26,000

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

To amend an agreement by increasing the authorized NTE amount of the agreement by \$26,000.

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An Act authorizing the County to retain, at County expense, the law firm of McCarthy Fingar LLP to serve in an "of counsel" capacity to the County Attorney, in connection with litigation relating to a will and indenture which specifically affect the County park known as Merestead.

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: \$0

Next Four Years: \$0

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: May 3, 2024

Reviewed By:

PH

Budget Director

Date:

5/3/24

ACT NO. 2024 - _____

AN ACT authorizing the County to amend an agreement with the law firm of McCarthy Fingar LLP, as previously amended, pursuant to which the firm serves in an “of counsel” capacity to the County Attorney, as needed, in connection with a matter concerning a will and an indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the agreement by \$26,000.00.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend an agreement with the law firm of McCarthy Fingar LLP (“McCarthy Fingar”), as previously amended, (the “Agreement”) pursuant to which the firm was retained, at County expense, to serve in an “of counsel” capacity to the County Attorney, as needed, in connection with a matter concerning a will and an indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the Agreement by Twenty-Six Thousand Dollars (\$26,000.00), from a total amount not-to-exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) to a new total amount not-to-exceed Three Hundred and Seventy-Six Thousand Dollars (\$376,000.00).

§2. 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.

§3. This Act shall take effect immediately.

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$850,000.00 to finance capital project SY058 (2498) – Yonkers Joint WRRF Info Tech Infrastructure Upgrade. The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance the replacement and upgrade of the infrastructure cabling, fiber and network equipment that provides data and communication services that supports the operation of the Yonkers Water Resource and Recovery Facility.

The Department of Environmental Facilities (“Department”) has advised that the critical operations of this facility requires the upgrade of the physical infrastructure and network equipment to be able to support various Industrial Control devices and equipment that operate the facility on a continuous basis. It is essential that all associated hardware, software, and infrastructure is up to date to effectively manage the facility. Funding will allow the Department to meet CISA Cybersecurity requirements for protecting against vulnerabilities for Industrial Control Systems. The network equipment, fiber, and cabling systems need to be upgraded as they are at the end of their useful life. Failure to replace and/or upgrade the fiber, cabling and network equipment will become costlier and prone to failure which disrupts the operation of the facility.

Following bonding authorization, design will be scheduled is anticipated to take three (3) months to complete. It is anticipated that the design work will be completed by in-house staff. It is estimated that construction will take six (6) months to complete and will begin after award and execution of the construction contracts.

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

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

Dated: May 20th, 2024
White Plains, New York

Anthony Zullo John
[Signature]
[Signature]
Manuella
Doris I. Subito
Vedat Jashi
[Signature]

[Signature]
Anthony Zullo John
[Signature]
Manuella
Vedat Jashi

COMMITTEE ON

c/emc/04.01.2024

Budget & Appropriations

Public Works & Transportation

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SY058

☐ 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 \$ 850,000 PPU 30 Anticipated Interest Rate 3.62%

Anticipated Annual Cost (Principal and Interest): \$ 44,728

Total Debt Service (Annual Cost x Term): \$ 1,341,831

Finance Department: Interest rate from April 12, 2024 Bond Buyer - maab

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: 9

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF

Date: 4/12/24


Reviewed By: 

DV 4/15/24

Budget Director

Date: 4/17/24

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: April 1, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SY058 Yonkers Joint WRRF Information Technology Infrastructure Upgrade**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
03-15-2024 (Unique ID: 2498)

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)(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/dvw

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
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$850,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE REPLACEMENT AND UPGRADES TO INFRASTRUCTURE CABLING, FIBER, AND NETWORK EQUIPMENT THAT SUPPORTS THE OPERATIONS OF THE YONKERS JOINT WATER RESOURCE AND RECOVERY FACILITY, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

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

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

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

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

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

Section 1. For the class of objects or purposes of paying the cost of the replacement and upgrades to infrastructure cabling, fiber, and network equipment that supports the operations of the Yonkers Joint Water Resource and Recovery Facility, including incidental expenses in connection therewith, in and for the County, there are hereby authorized to be issued \$850,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the

details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$850,000, and that the plan for the financing thereof is by the issuance of the \$850,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's South Yonkers, Bronx Valley, Central Yonkers, Hutchinson Valley, North Yonkers, Saw Mill and Upper Bronx Sanitary Sewer Districts, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County by the manual or facsimile signature of the Commissioner of Finance and a facsimile

of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

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

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

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

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

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

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be

determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

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

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

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said

County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

Clerk of the County Board of Legislators
of the County of Westchester, New York

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-2024

A BOND ACT AUTHORIZING THE ISSUANCE OF \$850,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE REPLACEMENT AND UPGRADES TO INFRASTRUCTURE CABLING, FIBER, AND NETWORK EQUIPMENT THAT SUPPORTS THE OPERATIONS OF THE YONKERS JOINT WATER RESOURCE AND RECOVERY FACILITY, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

class of objects or purposes: cost of the replacement and upgrades to infrastructure cabling, fiber, and network equipment that supports the operations of the Yonkers Joint Water Resource and Recovery Facility, including incidental expenses in connection therewith

period of probable usefulness: thirty years

amount of obligations to be issued: \$850,000

Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* SY058	<input type="checkbox"/> CBA	Fact Sheet Date:* 03-07-2024
Fact Sheet Year:* 2024	Project Title:* YONKERS JOINT WRRF INFORMATION TECHNOLOGY INFRASTRUCTURE UPGRADE	Legislative District ID: 2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 3,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2498

Overall Project Description

This project is intended for the replacement and upgrade of the infrastructure cabling, fiber, and network equipment that provides data and communication services that supports the operation of the Yonkers Water Resource and Recovery Facility.

- | | | |
|---|--|--|
| <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	2024	2025	2026	2027	2028	Under Review
Gross	1,700	0	850	850	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,700	0	850	850	0	0	0	0

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

Current Bond Description: The critical operations of this facility requires the upgrade of the physical infrastructure and network equipment to be able to support various Industrial Control devices and equipment that operate the facility on a continuous basis. It is essential that all associated hardware, software, and infrastructure is up to date to effectively manage the facility. Funding will allow us to meet CISA Cybersecurity requirements for protecting against vulnerabilities for Industrial Control Systems.

The network equipment, fiber, and cabling systems need to be upgraded as they are at the end of their useful life. Failure to replace and/or upgrade the fiber, cabling and network equipment will become costlier and prone to failure which disrupts the operation of the facility.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	850,000
Cash:	0
Total:	\$ 850,000

SEQR Classification:

TYPE II

Amount Requested:

850,000

Expected Design Work Provider:

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

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	850,000	FIBER, CABLING, NETWORK, & SOFTWARE

Total Appropriation History:
850,000

Total Financing History:
0

Recommended By:

Department of Planning	Date
MLLL	03-15-2024

Department of Public Works	Date
RJB4	03-15-2024

Budget Department	Date
DEV9	03-15-2024

Requesting Department	Date
CJGA	03-15-2024

YONKERS JOINT WRRF INFORMATION TECHNOLOGY INFRASTRUCTURE UPGRADE (SY058)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	1,700			850	850				
Non County Share									
Total	1,700			850	850				

Project Description

This project is funds replacement and upgrade of the infrastructure cabling, fiber, and network equipment that provides data and communication services that supports the operation of the Yonkers Water Resource and Recovery Facility. This project will be coordinated with the Department of Information Technology.

Current Year Description

The current year request funds Phase 1.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	850,000			850,000

Impact on Operating Budget

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of the following in connection Capital Project SPK26 – Gregory Brook Relief Sewer (“SPK26”):

- (1) a superseding bond act (the “Bond Act”) which, if adopted, would authorize the County of Westchester (the “County”) to issue up to \$1,900,000 in bonds of the County to finance the construction of a relief sewer on the Gregory Brook Intercepting Sewer located in the City of Peekskill (“Gregory Brook Relief Sewer”); and
- (2) a related amending bond act (the “Amending Bond Act”), which, if adopted, would amend Bond Act No. 83-2023, by (i) removing the authorization for \$400,000 bonds for design and construction management costs associated with project SPK26, and (ii) reflecting the correct estimated maximum cost and the amount of bonds authorized thereunder of \$2,900,000 for the remaining projects SOS07, SPK23, SY044, SY045, and SY053.

The Bond Act prepared by Norton Rose Fulbright, in the total amount of \$1,900,000, would finance the cost of design, construction management and construction associated with the construction of the Gregory Brook Relief Sewer. Work would include, but not be limited to, the installation and/or reconstruction of sanitary sewer pipes and manholes. but not be limited to, the installation and/or reconstruction of sanitary sewer pipes and manholes.

The Amending Bond Act would amend Bond Act No. 83 - 2023, by removing the authorization for \$400,000 bonds associated with project SPK26 for the construction of the Gregory Brook Relief Sewer, in the City of Peekskill, thereby reducing the estimated maximum cost and the amount of bonds authorized under Bond Act No. 83 - 2023 by \$400,000, and reflecting the correct estimated maximum cost and the amount of bonds authorized thereunder of \$2,900,000 for the remaining projects SOS07, SPK23, SY044, SY045, and SY053.

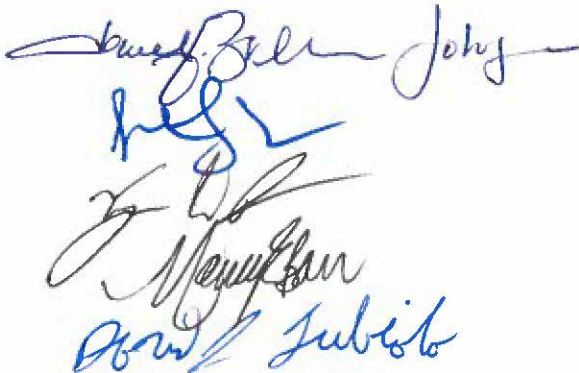
Your Committee has been advised by the Department of Environmental Facilities has advised that SPK26 is necessary to fix a portion of the McGregory Brook Intercepting Sewer that was constructed at a very flat slope. This portion of the sewer requires augmenting to handle potential flow increases in the upstream tributary areas. The sewer must be augmented with a relief sewer to increase flow capacity to equivalent levels found in upstream and downstream pipe segments.

Design is currently being undertaken by a consultant and is expected to be completed by the end of 2024. It is anticipated that construction will take 10 months to complete and will begin after award and execution of construction contracts.

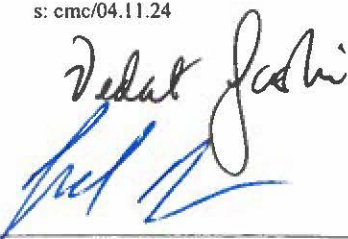
The Department of Planning has advised your Committee that based on its review, the authorization of the proposed capital project may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental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

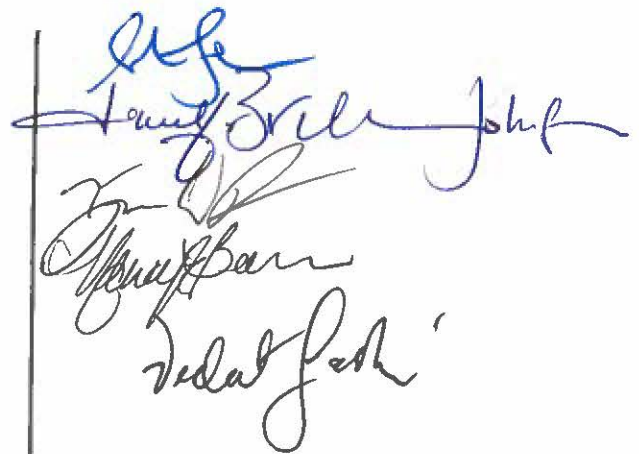
It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act and the Amending Bond Act. Your Committee has carefully considered the proposed Bond Act and Amending Bond Act, and recommends approval of both of the proposed Acts.

Dated: May 20th, 2024
White Plains, New York

A collection of handwritten signatures in blue ink, including names like John, Michael, and others, some with initials.

s: cmc/04.11.24

A handwritten signature in blue ink, appearing to be "Vedat Jashi".

A collection of handwritten signatures in blue ink, including names like John, Michael, and others, some with initials.

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPK26

☐ 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 \$ 1,900,000 PPU 30 Anticipated Interest Rate 3.60%

Anticipated Annual Cost (Principal and Interest): \$ 100,297

Total Debt Service (Annual Cost x Term): \$ 3,008,910

Finance Department: Interest rates from April 17, 2024 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

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF

Date: 4/18/24

Reviewed By:  _____

04/18/24 Budget Director

Date: 4/18/24

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: April 1, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SPK26 MCGREGORY BROOK RELIEF SEWER**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
03-22-2024 (Unique ID: 2422)

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

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

COMMENTS: The project involves reconstruction of the sewer within the roadway, as the chosen alternative.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Nat Federici, Deputy Commissioner, Department of Environmental Facilities
Dianne Vanadia, Associate Budget Director
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$1,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER, IN AND FOR THE COUNTY'S PEEKSKILL SANITARY SEWER DISTRICT.

WHEREAS, the County, by separate amending Bond Act, shall amend Act No. 83-2023 dated May 15, 2023, to remove the authorization therein of \$400,000 bonds for design and construction management costs of the installation of a new relief sewer adjacent and connected to the existing McGregory Brook Intercepting Sewer in the City of Peekskill (SPK26); and

WHEREAS, no obligations have been issued under Act No. 83-2023 for project SPK26 or shall be issued to pay costs of SPK26; and

WHEREAS, it has now been determined that it would be beneficial to authorize an additional \$1,500,000 bonds for construction costs and consolidate such bonds with the \$400,000 bonds previously authorized in Bond Act 83-2023 for SPK26; and

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

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

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

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

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

Section 1. For paying the design, construction management and construction costs for the installation of a new relief sewer adjacent and connected to the existing McGregory Brook Intercepting Sewer in the City of Peekskill, including incidental expenses in connection therewith, and construction or reconstruction of sewer pipes and manholes, there are hereby authorized to be issued \$1,900,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$1,900,000, and that the plan for the financing thereof is by the issuance of the \$1,900,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due

and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Peekskill Sanitary Sewer District, as allocated by the County, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

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

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to

the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

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

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

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

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

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

Clerk of the County Board of Legislators
of the County of Westchester, New York

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-2024

A BOND ACT AUTHORIZING THE ISSUANCE OF \$1,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER, IN AND FOR THE COUNTY'S PEEKSKILL SANITARY SEWER DISTRICT.

class of objects or purposes:	design, construction management and construction costs for the installation of a new relief sewer adjacent and connected to the existing McGregory Brook Intercepting Sewer in the City of Peekskill, including incidental expenses in connection therewith, and construction or reconstruction of sewer pipes and manholes,
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period of probable usefulness:	forty years
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amount of obligations to be issued:	\$1,900,000
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Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of Westchester, New York

REFERENCE NOS: SOS07, SPK23, SY044, SY045, SY053
REMOVE SPK26

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 83-2023, TO REMOVE THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER IN THE CITY OF PEEKSKILL (SPK26) AND TO DECREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED BY \$400,000, LEAVING \$2,900,000 TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (II) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (III) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (IV) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY045), AND (V) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

WHEREAS, pursuant to Bond Act No. 211-2021, dated November 22, 2021, the Board previously authorized the issuance of \$5,900,000 bonds to finance the cost of design and construction management costs for (i) the lining and rehabilitation of the influent sewer to the Hastings Pumping Station in the North Yonkers Sanitary Sewer District (SNY95), (ii) the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility (SOS07), (iii) replacement of roofs at the Port Chester Water Resource Recovery Facility (SPC11), (iv) the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility (SPK23), (v) the installation of a new relief sewer adjacent and connected to the existing McGregory Brook Intercepting Sewer in the City of Peekskill (SPK26), (vi) the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility (SY044), (vii)

the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility (SY045), and (viii) the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sewer Districts (SY053), including incidental expenses in connection therewith;

WHEREAS, pursuant to Bond Act No. 147-2022, dated November 14, 2022, the Board amended Bond Act No. 211-2021 to remove the authorization for SPC11 (\$2,000,000); and

WHEREAS, pursuant to Bond Act No. 83-2023, dated May 15, 2023, the Board amended Bond Act No. 211-2021 to remove the authorization for SNY95 (\$600,000); and

WHEREAS, no obligations have been issued under Bond Act Nos. 2011-2021, 147-2022 and 83-2023; and

WHEREAS, it has now been determined that it would be beneficial to remove the authorization for SPK26 (\$400,000) and, accordingly, to decrease the estimated aggregate maximum cost and bonds authorized for the remaining projects SOS07, SPK23, SY044, SY045, and SY053 to \$2,900,000; and

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (the "County") (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 entitled:

ACT NO. 83-2023.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$5,300,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (II) REPLACEMENT OF ROOFS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY (SPC11), (III) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (IV) THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER IN THE CITY OF PEEKSKILL (SPK26), (V) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (VI) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS

JOINT WATER RESOURCE RECOVERY FACILITY (SY045), AND (VII) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (II) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (III) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (IV) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY045), AND (V) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

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

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

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

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

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

Section 1. For the specific objects or purposes of paying design and construction management costs of (i) the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility (SOS07), (ii)

the rehabilitation or replacement of hvac equipment at the buildings at the Peekskill Water Resource Recovery Facility (SPK23), (iii) the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility (SY044), (iv) the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility (SY045), and (v) the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sewer Districts (SY053), and including incidental expenses in connection therewith, each such specific object or purpose as described in Exhibit A constituting a "Project" herein, there are hereby authorized to be issued an aggregate amount of \$2,900,000 bonds of said County pursuant to the provisions of the Local Finance Law, in the amounts described in Exhibit A for each respective Project. Bonds may not be issued hereunder to finance any Project in an amount that exceeds the amount specified in Exhibit A for such Project. To the extent that the details of the Projects set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

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

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

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

be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

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

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

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

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount

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

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

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

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary

to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

- (1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

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

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

EXHIBIT A

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

Project ID	Project Description	Estimated Maximum Cost and Bonds Authorized	District or Districts to be Assessed for such Project
SOS07	the replacement of the fire and gas detection and alarm equipment and upgrades to the security equipment at the Ossining Water Resource Recovery Facility	\$200,000	Ossining Sanitary Sewer District
SPK23	the rehabilitation or replacement of HVAC equipment at the buildings at the Peekskill Water Resource Recovery Facility	\$200,000	Peekskill Sanitary Sewer Districts
SY044	the replacement of the primary sludge gravity thickener collection equipment at the Yonkers Joint Water Resource Recovery Facility	\$1,700,000	Yonkers Joint Sanitary Sewer Districts
SY045	the upgrading of the solids handling equipment at the Yonkers Joint Water Resource Recovery Facility	\$600,000	Yonkers Joint Sanitary Sewer Districts

SY053	the rehabilitation of several large diameter sewer tunnels in the Yonkers Joint Sanitary Sewer Districts	\$200,000	Yonkers Joint Sanitary Sewer Districts
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Section (B). The amendments of the Bond Act set forth in Section (A) of this Bond Act shall in no way affect the validity of the liabilities incurred, obligations issued, or actions taken pursuant to said Bond Act, and all such liabilities incurred, obligations issued, or actions taken shall be deemed to have been incurred, issued or taken pursuant to said Bond Act, as so amended.

Section (C). This Bond Act shall take effect immediately upon approval by the County Executive.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of
Legislators of said County, including the Bond Act contained therein, held on _____, 2024,
with the original thereof on file in my office, and that the same is a true and correct transcript therefrom
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

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

Newspaper and/or other news media

Date given

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

Designated Location(s) of posted notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

Clerk of the County Board of Legislators of the County of
Westchester, New York

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 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 (the "County"), is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-2024

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 83-2023, TO REMOVE THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE INSTALLATION OF A NEW RELIEF SEWER ADJACENT AND CONNECTED TO THE EXISTING MCGREGORY BROOK INTERCEPTING SEWER IN THE CITY OF PEEKSKILL (SPK26) AND TO DECREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED BY \$400,000, LEAVING \$2,900,000 TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF (I) THE REPLACEMENT OF THE FIRE AND GAS DETECTION AND ALARM EQUIPMENT AND UPGRADES TO THE SECURITY EQUIPMENT AT THE OSSINING WATER RESOURCE RECOVERY FACILITY (SOS07), (II) THE REHABILITATION OR REPLACEMENT OF HVAC EQUIPMENT AT THE BUILDINGS AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY (SPK23), (III) THE REPLACEMENT OF THE PRIMARY SLUDGE GRAVITY THICKENER COLLECTION EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY044), (IV) THE UPGRADING OF THE SOLIDS HANDLING EQUIPMENT AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY (SY045), AND (V) THE REHABILITATION OF SEVERAL LARGE DIAMETER SEWER TUNNELS IN THE YONKERS JOINT SEWER DISTRICTS (SY053).

object or purpose: financing design and construction management costs of the rehabilitation of various sewer conveyance and treatment facilities in and for the benefit of various County sanitary sewer districts

period of probable usefulness: five (5) years

amount of obligations to be issued: \$2,900,000, for the benefit of: Ossining Sanitary Sewer District (\$200,000), Peekskill Sanitary Sewer District (\$200,000), and Yonkers Joint Sanitary Sewer Districts (\$1,700,000, \$600,000 and \$200,000)

Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of
Westchester, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPK26

☐ 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

AMEND BA 83-2023

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,900,000 PPU 5 Anticipated Interest Rate 2.98%

Anticipated Annual Cost (Principal and Interest): \$ 640,511

Total Debt Service (Annual Cost x Term): \$ 3,202,555

Finance Department: Interes rates from April 17, 2024 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: 31

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF

Date: 4/18/24

Reviewed By: 

04/18/24

Budget Director

Date: 4/18/24

CAPITAL PROJECT FACT SHEET

Project ID:* SPK26	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-05-2024
Fact Sheet Year:* 2024	Project Title:* MCGREGORY BROOK RELIEF SEWER	Legislative District ID: 1, 9, 4,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2422

Overall Project Description

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

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	1,900	400	1,500	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,900	400	1,500	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 375

Current Bond Description: Construction funding for installing and/or reconstructing sanitary sewer pipes and manholes.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,500,000
Cash:	0
Total:	\$ 1,500,000

SEQR Classification:

TYPE II

Amount Requested:

1,500,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	400,000	DESIGN
2024	1,500,000	CONSTRUCTION

Total Appropriation History:

1,900,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	211	0	0	MCGREGORY BROOK RELIEF SEWER
22	147	0	0	MCGREGORY BROOK RELIEF SEWER
23	83	400,000	0	MCGREGORY BROOK RELIEF SEWER

Total Financing History:

400,000

Recommended By:**Department of Planning**

MLLL

Date

03-22-2024

Department of Public Works

RJB4

Date

03-25-2024

Budget Department

CNRA

Date

03-25-2024

Requesting Department

CJGA

Date

03-25-2024

MCGREGORY BROOK RELIEF SEWER (SPK26)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	1,900	400	375	1,500					
Non County Share									
Total	1,900	400	375	1,500					

Project Description

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

Current Year Description

The current year request funds construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	1,500,000			1,500,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	400,000	Design	DESIGN
Total	400,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	400,000		400,000
Total	400,000		400,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
211 21				
147 22				
83 23	400,000			400,000
Total	400,000			400,000

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of \$665,000 to finance capital project BCR64 – Correctional Facility Replace Fire Alarm System ("BCR64"). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood, LLP, will finance the cost of design associated with the replacement of the existing fire alarm system at the Westchester County Jail in Valhalla.

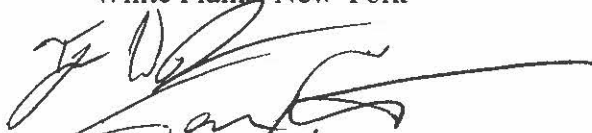
The Department of Correction ("Department") has advised that the existing fire alarm system has reached the end of its useful life and is in need of replacement. The new system will replace existing devices, and use existing wiring with a fiber network between panels to a Fireworks graphic work station. It will also include the installation of a Vesda/Xtralis Vea system for Blocks 1-3.

Following bonding authorization, design will be scheduled and is estimated to take eight (8) months to complete and will be performed by in house staff. Construction is estimated to take eighteen (18) months to complete and will begin after award and execution of construction contracts, subject to your Honorable Board's further approval of construction funding.

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

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

Dated: May 7th, 2024
White Plains, New York


Benjamin Bayliff
COMMITTEE ON

c/jpg/4-04-2024

Rumir Safek

Dated: May 7th, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Margaret A. Cunzio

Dated: May 20th, 2024

White Plains, New York

Henry Balle John

Henry Balle John

Henry Balle John

David J. Tubisho

David J. Tubisho

David J. Tubisho

Henry Balle John

Henry Balle John

David J. Tubisho

COMMITTEE ON

Budget &
Appropriations

Public Works
&
Transportation

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

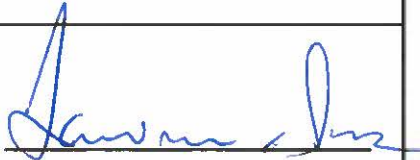
Budget & Appropriations




Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BCR64</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	665,000	PPU 5 Anticipated Interest Rate 2.98%
Anticipated Annual Cost (Principal and Interest):		\$	146,876
Total Debt Service (Annual Cost x Term):		\$	734,380
Finance Department: Interest rates from April 24, 2024 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):		None	
Potential Related Revenues (Annual):		None	
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):			
<u>Departmental operations will be improved in that the replacement of the current fire alarm system</u> <u>will ensure the safety of residents and staff.</u>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:		7	
Prepared by:	<u>William Fallon</u>	Reviewed By:	
Title:	<u>Director of Admin. Services</u>		Budget Director
Department:	<u>Correction</u>	Date:	<u>4/25/24</u>
Date:	<u>4/25/24</u>		

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: April 16, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BCR64 CORRECTIONAL FACILITY REPLACE FIRE ALARM SYSTEM**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-03-2024 (Unique ID: 2530)

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

COMMENTS: The current request is for design only.

DSK/cnm

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$665,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$665,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$665,000 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, to the provisions of other laws applicable thereto, \$665,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing fire alarm system at the Correctional Facility; all as set forth in the County's Current Year Capital Budget, as amended. The estimated maximum cost of said object

or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$665,000. The plan of financing includes the issuance of \$665,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$665,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) 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 \$665,000. 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 \$665,000 as the estimated total cost of the aforesaid 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 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 _____, 20____ and approved by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the 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 \$665,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$665,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$665,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20____)

object or purpose: to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing fire alarm system at the Correctional Facility; 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: \$665,000; 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:*

BCR64

☐ CBA

Fact Sheet Date:*

03-27-2024

Fact Sheet Year:*

2024

Project Title:*

CORRECTIONAL FACILITY
REPLACE FIRE ALARM SYSTEM

Legislative District ID:

3,

Category*

BUILDINGS, LAND &
MISCELLANEOUS

Department:*

CORRECTION

CP Unique ID:

2530

Overall Project Description

This project will replace the existing fire alarm system at the Westchester County Correctional Facility.

☒ Best Management Practices

☒ Energy Efficiencies

☒ Infrastructure

☒ Life Safety

☐ Project Labor Agreement

☐ Revenue

☒ Security

☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	9,625	0	665	8,960	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	9,625	0	665	8,960	0	0	0	0

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

Current Bond Description: Bonding is requested for design in order to replace the existing fire alarm system, necessary for the health and safety of staff and residents.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	665,000
Cash:	0
Total:	\$ 665,000

SEQR Classification:

TYPE II

Amount Requested:

665,000

Expected Design Work Provider:

☒ County Staff

☐ Consultant

☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	665,000	DESIGN

Total Appropriation History:

665,000

Total Financing History:

0

Recommended By:

Department of Planning

MLLL

Date

04-03-2024

Department of Public Works

RJB4

Date

04-03-2024

Budget Department

DEV9

Date

04-04-2024

Requesting Department

WPF4

Date

04-04-2024

CORRECTIONAL FACILITY REPLACE FIRE ALARM SYSTEM (BCR64)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	9,625			665	8,960				
Non County Share									
Total	9,625			665	8,960				

Project Description

This project funds the replacement of the existing Fire alarm system throughout the entire Correctional Facility complex.

Current Year Description

The current year request funds design.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	665,000			665,000

Impact on Operating Budget

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$750,000.00 to finance capital project SPC43 – Port Chester WRRF Effluent Forcemain (“SPC43”). The Bond Act, which was prepared by the law firm Harris Beach PLLC, will finance a study to evaluate the rehabilitation or replacement of the existing 30-inch ductile iron outfall pipe that discharges plant effluent from the Port Chester Water Resource Recovery Facility to the Long Island Sound.

Department of Environmental Facilities (“Department”) has advised that the condition of said pipe is deteriorating and reaching the end of its useful life and requires a study to evaluate its condition, options for rehabilitation or replacement, access for routing or alternative routing, methods for maintaining operations during construction, and to develop a preliminary budget. A design is expected to be developed based on the results of the study

Following bonding authorization, a study will be scheduled and will be performed by consultants. It is estimated that design, based on the results of the study, will take 12 months to complete and will begin after award and execution of the design consultant agreement, subject to your Honorable Board’s further approval of design funding.

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

It should be noted that an affirmative vote of two-thirds of the members of your Honorable

Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: May 20th, 2024
White Plains, New York

Tammy Zuber Johy
Zuber
Nancy Barr
David Zuber
David Zuber
David Zuber

COMMITTEE ON

c/cmc/04.19.2024

Tammy Zuber Johy
Zuber
Nancy Barr
David Zuber

Budget & Appropriations


Public Works &
Transportation

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPC43

☐ 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 \$ 750,000 PPU 5 Anticipated Interest Rate 2.98%

Anticipated Annual Cost (Principal and Interest): \$ 165,650

Total Debt Service (Annual Cost x Term): \$ 828,250

Finance Department: Interest rates from April 24, 2024 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: 8

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF


Date: 4/24/24

Reviewed By: 

Budget Director

Date: 4/25/24

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: March 6, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SPC43 PORT CHESTER WRRF EFFLUENT FORCEMAIN**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 02/07/2024 (Unique ID: 2424)

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)(24):** information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action;
- **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: None.

DSK/dvw

cc: 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
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR THE PORT CHESTER WRRF EFFLUENT FORCEMAIN; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$750,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$750,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of planning for the Port Chester WRRF effluent forcemain, including evaluation of the condition of the pipe, options for rehabilitation or replacement, access for routing or alternative routing, methods for maintaining operations during construction, and develop a preliminary budget; all as set forth in the County's

current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$750,000. The plan of financing includes the issuance of \$750,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 62(2ND) 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 \$750,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

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

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR THE PORT CHESTER WRRF EFFLUENT FORCEMAIN; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$750,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of planning for the Port Chester WRRF effluent forcemain, including evaluation of the condition of the pipe, options for rehabilitation or replacement, access for routing or alternative routing, methods for maintaining operations during construction, and develop a preliminary budget; 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: \$750,000; 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:* SPC43	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-05-2024
Fact Sheet Year:* 2024	Project Title:* PORT CHESTER WRRF EFFLUENT FORCEMAIN	Legislative District ID: 6,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2424

Overall Project Description

This project will fund the rehabilitation or replacement of the existing 30-inch ductile iron outfall pipe that discharges plant effluent from the Port Chester Water Resource Recovery Facility to the Long Island Sound. Design will be developed based on the results of an evaluation study.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	44,250	0	750	3,500	0	40,000	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	44,250	0	750	3,500	0	40,000	0	0

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

Current Bond Description: Study funding will be conducted to evaluate the condition of the pipe, options for rehabilitation or replacement, access for routing or alternative routing, methods for maintaining operations during construction, and develop a preliminary budget. A design will be developed based on the results of the study.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	750,000
Cash:	0
Total:	\$ 750,000

SEQR Classification:

TYPE II

Amount Requested:

750,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	750,000	STUDY

Total Appropriation History:

750,000

Total Financing History:

0

Recommended By:

Department of Planning
SEDR

Date
02-07-2024

Department of Public Works
RJB4

Date
02-08-2024

Budget Department
DEV9

Date
02-13-2024

Requesting Department
JWBA

Date
02-14-2024

YONKERS JOINT TREATMENT PLANT SECONDARY SYSTEM REHABILITATION (SY024)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	23,172	15,172	7,713			8,000			
Non County Share									
Total	23,172	15,172	7,713			8,000			

Project Description

The project funds the Secondary System Rehabilitation. The work will include the replacement, rehabilitation and/or upgrading of the following systems: Floor improvements for engine room basement and other miscellaneous areas; aeration blowers and piping; and Secondary plant water system upgrade.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2010	1,292,000	Design and construction management	COMPLETE
2014	1,000,000	Rehabilitation and/or Replacement of YJTP Blowers & Ancillary Equipment	COMPLETE
2015	4,880,000	Construction	CONSTRUCTION
2018	2,000,000	Construction.	CONSTRUCTION
2023	6,000,000	Cost escalation	AWAITING BOND AUTHORIZATION
Total	15,172,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	15,172,000	656,066	14,515,934
Total	15,172,000	656,066	14,515,934

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
62 14				
167 14	1,000,000	12/10/18	656,066	343,934
60 20	8,172,000			8,172,000
Total	9,172,000		656,066	8,515,934

RESOLUTION NO. 2024 - _____

RESOLVED, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt more particularly described as 8 Red Mill Road, Section 13.13, Block 1, Lot 27, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at _____ m. on the _____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such Notice shall be substantially in the form attached hereto.

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Cortlandt (“Town”) has requested, pursuant to the attached Resolution of the Town, that the Peekskill Sanitary Sewer District (“District”) be modified to return one (1) parcel of property more particularly described by street address and tax map designation as 8 Red Mill Road, Section 13.13, Block 1, Lot 27 (“Returning Parcel”) to the District. The Returning Parcel was previously part of the District but was removed from the District by your Honorable Board in 1998 for the 1999 tax year.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities (the “Department”) dated April 17, 2024 and attached hereto, indicates that the proposed addition of the Returning Parcel represents an increase of 0.00292% to the Equalized Full Value of the District. Therefore, the addition of the Returning Parcel will not cause significant changes in the tax rate of the District.

According to the Department, the proposal to add the Returning Parcel to the District is feasible because: 1) the matter was requested by the Town; 2) the facilities necessary to connect the Returning Parcel to County facilities (i.e., Gravity Sewers) will be constructed at the total expense of the Town; 3) maintenance of the completed facilities will be the responsibility of the Town and not the District; 4) the Peekskill Water Resource Recovery Facility (the “Facility”) has a design flow of 10 MGD and the present average daily flow is 6.8 MGD. The average daily flow the Returning Parcel will generate is 450 GPD. The Facility and the County Trunk Sewer have sufficient capacity to accommodate the Returning Parcel; 5) the subject expansion will not result in any significant effect on the tax structure of the District; and 6) the territory proposed to be added to the District is not now in any County sewer district and will be required to pay a surcharge over a ten-year period.

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

Furthermore, Sections 237.131 and 237.141 of the County Administrative Code confer authority to determine what charges, if any, will be paid by the Returning Parcel. Your Committee has been informed that the Department of Environmental Facilities recommends an aggregate surcharge of Eight Hundred Ninety Dollars (\$890.00), or Eighty-Nine Dollars (\$89.00) per annum to be paid in each of ten equal annual installments, be assessed against the Returning Parcel. This surcharge reflects capital costs incurred from 1999 through 2023, the years the Returning Parcel did not contribute to the District tax levies. This formula has been used in past legislation for parcels returned to a sanitary sewer district.

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

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

It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to adopt this Act.

Dated: May 20th, 2024
White Plains, New York

Donny Zelen John

John

John

John

David J. Lubio

David J. Lubio

K:JFG 4/19/2024

John

John

John

David J. Lubio

Budget & Appropriations

Public Works & Transportation

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

SUBJECT: 8 Red Mill Road, Peekskill SSD, Cortlandt (T)

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: Operating expenses related to process and treatment

plant expenses of additional flow from these parcels.

Potential Related Operating Budget Revenues: Annual Amount \$ 89

Describe: "Buy-in" revenue for parcel added to the Peekskill Sewer District each year

for the next 10 years

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

Current Year:

Next Four Years: Please see descriptions above

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

Title: Director Of Wastewater Treatment

Department: Environmental Facilities

Date: April 17, 2024

Reviewed By:

Budget Director

Date:

4/23/24

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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



DATE: April 19, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR REINSTATEMENT
OF ONE PROPERTY TO PEEKSKILL SANITARY SEWER DISTRICT –
8 RED MILL ROAD, TOWN OF CORTLANDT**

PROJECT/ACTION: The reinstatement of 1 parcel located in the Town of Cortlandt—8 Red Mill Road (Section 13.13, Block 1, Lot 27)—to the County’s Peekskill Sanitary Sewer District.

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

- ☐ **DOES NOT MEET THE DEFINITION OF AN “ACTION” AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTIONS:**
- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;
 - **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
 - **617.5(c)(33):** adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.

COMMENTS: The subject parcel was removed from the County sewer district, along with over 3,000 other parcels, in 1999 at the request of the Town of Cortlandt on the premise that it was not connected nor was anticipated to connect to the sanitary sewer district in the foreseeable future. The parcel to be reinstated is approximately a third of an acre in size and is developed with a single-family residence with a septic system that has failed. The parcel is located in the Town’s R-40 zoning district; therefore, no further development is anticipated. The property will be able to access the County sewer system via a connection to an existing local sanitary sewer line that is within the street, less than 100 feet from the property line. The estimated sewage contribution for the parcel is 450 gallons per day. Sewage from the Peekskill Sanitary Sewer District is treated at the Peekskill

Water Resource Recovery Facility (WRRF). Since the Peekskill WRRF has a design flow of 10 million gallons per day (MGD) and the present average flow is 6.8 MGD, the plant has sufficient capacity to accommodate this additional flow and the return of the parcel.

DSK/cnm

Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Marian Pompa, Director of Wastewater Treatment
Jeffrey Goldman, Senior Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

NUMBER 110-24

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

WHEREAS, by letter dated February 15, 2024 from Jasmin and Mark Fleming, Owners of Section 13.13, Block 01, Lot 27 property described below was received by the Town Board of the Town of Cortlandt at the Town Board Meeting held March 12, 2024 for a parcel located at 8 Red Mill Road, Cortlandt Manor, New York 10567; and

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

Section 13.13, Block 01, Lot 27
8 Red Mill Road
Cortlandt Manor, NY 10567

Owner(s): Mark & Jasmin Fleming

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

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

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

**Adopted March 12, 2024
At a Regular Meeting
Held at Town Hall**

Certified Copy
2/15/2024 Date
Christine B. Carter
Deputy Town Clerk

COUNTY OF WESTCHESTER
DEPARTMENT OF ENVIRONMENTAL FACILITIES

April 17, 2024

FEASIBILITY REPORT
IN THE MATTER OF

THE ENLARGEMENT FOR A CERTAIN PROPERTY

IN THE

PEEKSKILL SANITARY SEWER DISTRICT

TOWN OF CORTLANDT

MP



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

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

A. The identification of the property not currently within the boundaries of the Peekskill Sanitary Sewer District and to be added is contained in the attached Resolution prepared by the Town Clerk, Town of Cortlandt. Said parcel is not currently in any County Sanitary Sewer District having been removed from the Peekskill Sewer District in 1998 for the 1999 tax year. The property is known as 8 Red Mill Road, designated as Section 13.13, Block 1, Lot 27.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2024 tax levy pertinent to the subject property:

Full Value of District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUE</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Cortlandt	\$ 14,893,985	1.22%	\$1,220,818,443
Peekskill	123,230,717	2.39	5,156,096,946
Somers	64,641,224	9.71	665,718,064
Yorktown	53,940,666	1.72	3,136,085,233
Total			\$10,178,718,686
(Town of Cortlandt) Total Value of the property to be added			+ <u>297,131</u>
Total Full Value of District as Amended:			\$10,179,015,817

* represents a 0.00292% increase in the FEV of the District

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

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

A = added area's f.e.v., 2024 Rolls

D = District f.e.v., 2024 rolls, before proposed additions

and E = District equity in existing facilities or the total of debt service and advances from district levies to pay the capital costs of those facilities, for the period 1999 through 2024.

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

$$e = \frac{297,131}{10,178,718,686 + 297,131} \times 30,805,869$$

$$e = \frac{297,131}{10,179,015,817} \times 30,805,869$$

$$e = .000029191 \times \$30,805,869$$

$$e = \$899.24 \text{ (rounded to } \$890.00 \text{)}$$

and: in each of 10 annual installments, a total surcharge of \$89.00 is to be collected from the added property and credited to the remaining properties of all Municipalities in the District, in each of the ten years.

D. Summary and Recommendations.

The proposed Peekskill Sanitary Sewer District Addition is feasible because:

1. The matter was requested by the Town of Cortlandt.
2. The facilities necessary to connect the properties to County facilities (i.e. Gravity Sewers) will be constructed at the total expense of the Town of Cortlandt.
3. Maintenance of the completed facilities will be the responsibility of the Town of Cortlandt but not the Peekskill Sanitary Sewer District.
4. The Peekskill Water Resource Recovery Facility has a design flow of 10 MGD and the present average daily flow is 6.8 MGD. The average daily flow the parcels will generate is 450 gallons per day. The Facility and the County Trunk Sewer have sufficient capacity to accommodate this property.
5. The subject expansion will not result in any significant effect on the tax structure of the district.
6. The Territory proposed to be added to the Peekskill Sanitary Sewer District is not now in any County Sewer District and will be required to pay a surcharge over a ten year period.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE PEEKSKILL SANITARY SEWER DISTRICT BY THE ADDITION OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF CORTLANDT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE _____ DAY OF _____, 2024 AT _____M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE ADDITION TO THE PEEKSKILL SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF CORTLANDT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED APRIL 17, 2024, OF THE PARCEL AS LISTED BELOW BY STREET ADDRESS AND TAX MAP DESIGNATION:

8 RED MILL ROAD, SECTION 13.13, BLOCK 1, LOT 27

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

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

Dated: _____, 2024

White Plains, New York

ACT NO. 2024 - _____

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

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

Section 1. The property known and designated as 8 Red Mill Road, Section 13.13, Block 1, Lot 27 ("Returning Parcel") on the assessment map of the Town of Cortlandt is hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Returning Parcel the aggregate sum of Eight Hundred Ninety Dollars (\$890.00), which amount shall be payable in ten equal annual installments of Eighty-Nine Dollars (\$89.00) each, and shall be credited to the remaining portion of the District.

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

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

§ 5. This Act shall take effect immediately.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if approved by your Board, would authorize the County of Westchester (the “County”), acting by and through its Commissioner of the Department of Public Works and Transportation (“DPWT”), or his designee, to enter into an agreement (the “Proposed Agreement”) with Harco National Insurance Company, as surety (the “Surety”) for Transit Construction Corp. (“Transit”), and with Transit-Halmar, JV, being a joint venture between Transit and Halmar International, LLC, for the County to settle its claim against the Surety regarding DPWT Contract No. 19-510 (the “Contract”), whereby the Surety shall tender to the County, the services of Transit-Halmar, JV, and Transit-Halmar, JV shall agree, to complete the remaining work under the Contract.

On or about November 23, 2022, the County entered into the Contract with Transit, regarding work identified as Rehabilitation of the Main Street Bridge over the Bronx River Parkway, and the Bronx River (BIN No. 3348690), in the City of White Plains, New York (the “Project”). The Contract was for the total amount of \$6,482,000.00, and subject to increase or decrease pursuant to its terms.

On or about November 30, 2022, the Surety issued a performance and payment bond to the County regarding the Contract, with each bond having an independent penal sum of \$6,482,000.00 (the “Bonds”).

By letter from the County to Transit and the Surety dated April 5, 2024, the County declared and certified that Transit was in material default of the Contract, and made a claim against the Surety’s Bonds to facilitate completion of the work.

The County declared and certified that Transit was in material default of the Contract for several reasons. First, the County determined that Transit failed to pay fringe benefits to its employees performing work under the Contract. Second, Transit failed to pay at least 10 entities providing work and/or labor and/or material to Transit regarding the Contract, within seven days of Transit receiving payment from the County. Transit's failure to make payment to the entities resulted in four of them filing mechanics liens against the Project, which Transit then failed to discharge. Lastly, the County determined that Transit failed to have a sufficient number of workers and/or material at the Project to properly complete it.

On May 16, 2024, the County's Board of Acquisition and Contract approved a DPWT resolution authorizing the County to terminate the Contract with Transit.

Pursuant to the County's demand upon the Surety to complete the remaining work under the Contract, the Surety proposes an agreement to tender to the County, the services of Transit-Halmar, JV to complete the remaining work, and Transit-Halmar, JV agrees to do so. (the "proposed tender agreement").

The financial background and terms of the proposed tender agreement, are as follows:

The County's Contract with Transit was for the amount is \$6,482,000.00. The County, to date, has paid Transit \$2,970,672.92, leaving an unpaid Contract balance of \$3,511,327.08.

The County is holding back money on past approved payment applications by Transit, totaling \$526,904.45 (the "holdback amount"), as required to withhold due to mechanic's liens filed against the Project by subcontractors and material suppliers to Transit. The County shall pay the \$526,904.45 holdback amount to the Surety, which shall further reduce the unpaid Contract balance from \$3,511,327.08, to \$2,984,422.63 (the "adjusted unpaid Contract balance").

Transit-Halmar, JV shall agree to complete all remaining work under the Contract in full accordance with all of the Contract's terms and provisions, for the total amount of \$3,581,307.15.

Subject to the Surety's facilitation of the release of all mechanic's liens for work, materials, and labor provided on the Project, the County shall pay Transit-Halmar, JV the adjusted unpaid Contract balance of \$2,984,422.63, subject to increase or decrease, and in full accordance with the Contract's terms and provisions. The Surety shall pay Transit-Halmar, JV the amount of \$596,884.52.

The aforementioned amounts to be paid by the County and the Surety to Transit-Halmar, JV, total \$3,581,307.15, and equals the agreed upon amount for Transit-Halmar, JV to complete the remaining work under the Contract.

Under the County's Contract with Transit, the County may owe additional amounts for work performed by Transit on the Project pursuant to one or more approved change orders, which the County shall now pay to the Surety due to Transit's default of the Contract. As the payments would be for work pursuant to change order, which are authorized additional payments under the Contract, such would not further reduce the adjusted unpaid Contract balance of \$2,984,422.63.

Transit-Halmar, JV shall provide the County a performance bond, and a payment bond, with each bond in the independent penal sum of \$3,581,307.15, being the total amount to be paid to Transit-Halmar, JV to complete the remaining work under the Contract.

Pursuant to the above, and except for increases or decreases in County payments pursuant to the Contract's terms, the County shall not pay more than the total Contract amount of \$6,428,000.00 to complete the remaining work, and which is exhibited as follows:

Amount Paid by the County to Transit:	\$2,970,672.92
Adjusted Unpaid Contract Balance to be Paid by the County to - Transit-Halmar, JV:	2,984,422.63
Holdback Amount to be Paid by the County to the Surety:	<u>526,904.45</u>
Total Paid by the County:	<u>\$6,482,000.00</u>

Under the proposed tender agreement, the County shall release and discharge the Surety from any and all claims, demands, causes of action whether known or unknown, damages (including liquidated damages), and/or expenses arising out of or in any way related to: (1) the Contract between the County and Transit; (2) the Project; (3) the Surety's Bonds; and/or (4) Transit-Halmar, JV's completion of the Project, except for (a) the Surety's payment obligations to Transit subcontractor, suppliers, and laborers who submitted bond and/or mechanic's lien claims, and (b) its obligation to investigate and discharge its Bond obligations regarding any payment claims by subcontractors, suppliers, and laborers of Transit for labor and materials provided for the Project prior to Transit's cessation of work as general Contractor on the Project.

It is advisable that the County enter into the proposed tender agreement with the Surety, and Transit-Halmar, JV, as it will allow the remaining work to be completed, and without cost to the County additional to that authorized under the Contract.

Your Committee has carefully considered the subject matter and the accompanying Act, and recommends authorizing the County, acting by and through the Commissioner of the Department of Public Works and Transportation, or his designee, to enter into the proposed tender agreement with the Surety, and with Transit-Halmar, JV, for the County to settle its claim against the Surety, whereby the Surety shall tender to the County, the services of Transit-Halmar, JV, and Transit-Halmar, JV shall agree to complete the remaining work under the Contract.

An affirmative vote of a majority of the Board is required to pass this legislation.

:cjl

Dated: May 20th, 2024

White Plains, New York

Henry Z. John

John

John

John

David I. Lubin

David I. Lubin

John

John

John

John

COMMITTEE ON

Budget & Appropriations

Law & Major Contracts

Dated: May 20, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Colin J. Amodeo

Whitti

Colin J. Amodeo

Emiliana May

COMMITTEES ON

Budget & Appropriations

Law & Major Contracts

AN ACT authorizing the County of Westchester to enter into an agreement with Harco National Insurance Company, as surety (the "Surety") for Transit Construction Corp, ("Transit), and with Transit-Halmar, JV, for the County to settle its claim against the Surety regarding Department of Public Works and Transportation Contract No. 19-510. (the "Contract"), whereby the Surety shall tender to the County, the services of Transit-Halmar, JV, and Transit-Halmar, JV shall agree to complete the remaining work under the Contract.

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

Section 1. The County of Westchester is hereby authorized by and through its Commissioner of Public Works and Transportation ("DPWT"), or his designee, to enter into a tender agreement (the "proposed tender agreement") with Harco National Insurance Company, as surety (the "Surety") for Transit Construction Corp. ("Transit"), and with Transit-Halmar, JV, for the County to settle its claim against the Surety regarding DPWT Contract No. 19-510 (the "Contract"), whereby the Surety shall tender to the County, the services of Transit-Halmar, JV, and Transit-Halmar, JV shall agree to complete the remaining work under the Contract.

Section 2. The County, as part of the proposed tender agreement, is authorized to release and discharge the Surety from any and all claims, demands, causes of action, whether known or unknown, damages (including liquidated damages), and/or expenses arising out of or in any way related to: (1) the Contract between the County and Transit; (2) the Project; (3) the Surety's Bonds; and/or (4) Transit-Halmar, JV's completion of the Project, except for (a) the Surety's payment obligations to Transit subcontractors, suppliers, and laborers who submitted bond and/or mechanics lien claims, and (b) its obligation to investigate and discharge its Bond obligations

regarding any payment claims by subcontractors, suppliers, and laborers of Transit for labor and materials provided for the Project prior to Transit's cessation of work as general Contractor on the Project.

Section 3. The Commissioner of the Department of Public Works and Transportation, or his duly designated representative, is hereby authorized to prepare and execute all documents necessary or desirable to accomplish the purpose of this Act.

Section 4. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03Y

☒ 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

Surety Agreement for Contract 19-510

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

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:

N/A

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☐ Consultant

☒ Not Applicable

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 5/17/24

Reviewed By: [Signature]

Budget Director

Date: 5/17/24