

Board of Legislators

Meeting Agenda



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

Monday, June 3, 2024

7:00 PM

Legislative Chambers

Regular Meeting

CALENDAR 13 (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.

CALL TO ORDER

MINUTES APPROVAL

May 20, 2024, 7pm, Regular Meeting

PUBLIC COMMENT

Speakers_____

PUBLIC HEARING

1. [2024-249](#) **PH-Amend Lease Agreement with Brooks Shopping Centers, LLC**

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 June 3, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024-250.

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

Speakers_____

*Please see Standing Committee Item No. 2024- 250 for back-up.

2. [2024-253](#) PH-Sewer District Mod-Return-Cortlandt

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 June 3, 2024 at 7:30 p.m.]. ACT INTRO: 2024-254.

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

Speakers _____

*Please see Standing Committee Item No. 2024- 254 for back-up.

UNFINISHED BUSINESS**I. COMMUNICATIONS****A. COUNTY EXECUTIVE****1. [2024-311](#) BOND ACT-BDA02-Information Technology '20-'24**

A BOND ACT authorizing the issuance of FIVE HUNDRED EIGHTY-SIX THOUSAND (\$586,000) DOLLARS in bonds of Westchester County to finance Capital Project BDA02 - Information Technology (2020-2024).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFORMATION TECHNOLOGY & CYBER SECURITY, PUBLIC SAFETY

2. [2024-312](#) BOND ACT-RB04S-Roadway Culvert Rehabilitation and Replacement

A BOND ACT authorizing the issuance of SIX HUNDRED FIFTY THOUSAND (\$650,000) DOLLARS in bonds of Westchester County to finance Capital Project RB04S - Roadway Culvert Rehabilitation and Replacement.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS

SI. 3. [2024-315](#) BOND ACT-RML01-Mountain Lakes Park Infrastructure Project

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 RML01 - Mountain Lakes Park Infrastructure Project.

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

SI. 4. [2024-316](#) BOND ACT-RM102-Marshlands Site Work

A BOND ACT authorizing the issuance of THREE HUNDRED THOUSAND (\$300,000) DOLLARS in bonds of Westchester County to finance Capital Project RM102 - Marshlands Site Work.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC

WORKS & TRANSPORTATION AND PARKS & ENVIRONMENT**SI. 5. [2024-317](#) ACT-Agreement-WCHCC-Police Recruit Training**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation (WCHCC) whereby WCHCC would grant the County a license to allow the Department of Public Safety to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla for a five-year term at no cost to the County.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

SI. 6. [2024-318](#) ACT-NYSOFA Grant Funds & IMAs with Municipalities-OAA

AN ACT authorizing the County of Westchester to enter inter-municipal agreements with local municipalities for services to be funded under Titles III-B, III-C and NSIP grants of the Older Americans Act.

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

SI. 7. [2024-319](#) BOND ACT-BPL30-455 Main Street, New Rochelle

A BOND ACT authorizing the issuance of SEVEN MILLION, FIVE HUNDRED SIXTY THOUSAND (\$7,560,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL30 - New Homes Land Acquisition II.

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

SI. 8. [2024-320](#) ACT-Land Acquisition-455 Main Street, New Rochelle

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.4 acres of real property located at 455 Main Street in the City of New Rochelle and to subsequently convey said property for the purpose of creating 126 affordable condominium ownership housing units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

SI. 9. [2024-321](#) IMA-Prisoner Transportation-Greenburgh

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Greenburgh in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed TWO HUNDRED TWELVE THOUSAND, EIGHT HUNDRED SEVENTEEN (\$212,817) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

SI. 10.2024-322 **IMA-Prisoner Transportation-Yonkers**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025 for a total amount not to exceed SIX HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED (\$646,400) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

SI. 11.2024-323 **IMA-Prisoner Transportation-New Rochelle**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of New Rochelle in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025 for a total amount not to exceed SIX HUNDRED EIGHTY-NINE THOUSAND, TWENTY-SEVEN (\$689,027) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

2024-324 **IMA-Prisoner Transportation-Peekskill**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed FOUR HUNDRED THIRTY-THREE THOUSAND (\$433,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

B. COUNTY ATTORNEY**C. LEGISLATORS****SI. 1. 2024-325** **Legislators Imamura, Ulaj, Smith, Pierce, Cunzio, Gashi, Boykin, Barr, Parker, Williams Johnson, Holstein, Clements, Woodson-Samuels, Tubiolo, Nolan, Williams, Alvarado - Safety Measures for Survivors of Domestic Violence**

AN ACT to establish a program to assist with dwelling safety measures for survivors of domestic and gender-based violence.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND LABOR & HUMAN RIGHTS

D. OTHERS

II. NOTICES & PETITIONS

1. [2024-313](#) **CLERK OF THE BOARD - Application for Real Property Tax Exemption - Miroza Tower, Yonkers**

Forwarded by the Clerk of the Board, an Application for Real Property Tax Exemption sent on behalf of the City of Yonkers Industrial Development Agency for Miroza Tower LLC.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

2. [2024-314](#) **CLERK OF THE BOARD - Application for Real Property Tax Exemption - Various Locations, Yonkers**

Forwarded by the Clerk of the Board, an Application for Real Property Tax Exemption by the City of Yonkers Industrial Development Agency for various locations in the City of Yonkers.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. [2024-138](#) **REAPPT-African American Advisory Board-Gaither**

A RESOLUTION reappointing Dr. Kecia Gaither as a member of the Westchester County African American Advisory Board for the term January 22, 2024 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

2. [2024-144](#) **REAPPT-Domestic Violence Council-Sullivan**

A RESOLUTION reappointing Marisa Moran Sullivan as an at-large member of the Westchester County Domestic Violence Council for the term January 24, 2024 to December 31, 2026.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

3. [2024-219](#) **BOND ACT-SM095-Pumping Station Rehabilitation Program-Mam'k SSD**

A BOND ACT authorizing the issuance of FIFTEEN MILLION, FIVE HUNDRED THOUSAND (\$15,500,000) DOLLARS in bonds of Westchester County to finance Capital Project SM095 - Pumping Station Rehabilitation Program, Mamaroneck SSD.

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

BOND ACT _____ - 2024

VOTE _____

4. [2024-227](#) **BOND ACT(Amended)-SM021-Mamaroneck WRRF Blower**

Replacement

A BOND ACT (Amended) to amend prior Bond Act No. 52-2022 to remove a FIVE MILLION (\$5,000,000) DOLLAR authorization allocable to Capital Project SM021 - Mamaroneck Water Resource Recovery Facility (WRRF) Blower Replacement ("SM021"), and to decrease the estimated maximum amount and bonds authorized to THIRTY-FIVE MILLION, SEVEN HUNDRED FIVE THOUSAND (\$35,705,000) DOLLARS.

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

BOND ACT _____ - 2024

VOTE _____

5. [2024-228](#) **BOND ACT(Consolidated)-SM021-Mamaroneck WRRF Blower Replacement**

A BOND ACT (Consolidated) authorizing the issuance of FOURTEEN MILLION (\$14,000,000) DOLLARS to finance Capital Project SM021 - Mamaroneck WRRF Blower Replacement.

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

BOND ACT _____ - 2024

VOTE _____

6. [2024-244](#) **APPT-Commissioner of Public Safety-Raynor**

A RESOLUTION confirming the appointment of Terrance Raynor as the Commissioner of the Westchester County Department of Public Safety, effective of February 1, 2024.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

7. [2024-250](#) **LOCAL LAW-Amend Lease Agreement with Brooks Shopping Centers, LLC**

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.

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

Local Law Intro No. 250 - 2024

VOTE _____

8. [2024-254](#) **ACT-Sewer District Mod-Return-Cortlandt**

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

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

ACT _____ - 2024

VOTE _____

9. [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.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2024

VOTE _____

10. [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.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2024

VOTE _____

11. [2024-282](#) PH-Amendments to the Stop Arm Law

A RESOLUTION to set a Public Hearing on a "A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-283.

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

RESOLUTION _____ - 2024

VOTE _____

12. [2024-284](#) ACT-NYS Traffic and Criminal Software Program

AN ACT authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBER SECURITY

ACT _____ - 2024

VOTE _____

13. [2024-285](#) **CBA-SY057-Replacement of Tarrytown Force Main (Phase II) and Route 119 Gravity Sewer**

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project SY057 Replacement of Tarrytown Forcemain (Phase II) and Route 119 Gravity Sewer.

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

ACT _____ - 2024

VOTE _____

14. [2024-286](#) **BOND ACT(Amended)-SY057-Replacement of Tarrytown Force Main (Phase II) and Route 119 Gravity Sewer**

A BOND ACT (Amended) authorizing the issuance of TWO MILLION (\$2,000,000) DOLLARS, making the total amount SEVEN MILLION (\$7,000,000) DOLLARS, in bonds of Westchester County to finance Capital Project SY057 - Replacement of Tarrytown Force Main (Phase II) and Route 119 Gravity Sewer.

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

BOND ACT _____ - 2024

VOTE _____

15. [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.

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

ACT _____ - 2024

VOTE _____

16. [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.

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

BOND ACT _____ - 2024

VOTE _____

17. [2024-308](#) **Home Rule Request-S4879A/A5092A - Parkland Resolution**

Forwarding a New York State Home Rule Request Resolution requesting the enactment of Senate Bill No.S4879A/Assembly Bill No. A5092A, "An ACT to amend the environmental conservation law, in relation to providing an exemption from requirements for the alienation of parkland for renewable energy generating projects in the County of Westchester."

SUBMITTED BY: COMMITTEES ON LEGISLATION AND PARKS & ENVIRONMENT**RESOLUTION _____ - 2024** **VOTE _____****SI. 18.2024-288 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.

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

ACT _____ - 2024 **VOTE _____****SI. 19.2024-291 CBA-BPR03-Woodfield Cottage Infrastructure**

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

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

ACT _____ - 2024 **VOTE _____****SI. 20.2024-292 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.

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

BOND ACT _____ - 2024 **VOTE _____****SI. 21.2024-295 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.

SUBMITTED BY COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

ACT _____ - 2024 **VOTE _____****SI. 22.2024-302 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.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2024

VOTE _____

SI. 23.2024-304 ACT-2023 Budget Amendment

AN ACT authorizing the amendment of the 2023 County Operating Budget in the amount of ONE HUNDRED FIFTY-THREE MILLION, FOUR HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED EIGHTY-ONE (\$153,475,981) DOLLARS and the 2023 County Special Districts Budget in the amount of ONE MILLION, FOUR HUNDRED TWENTY-TWO THOUSAND (\$1,422,000) DOLLARS.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2024

VOTE _____

SI. 24.2024-306 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.

SUBMITTED BY: COMMITTEES ON LEGISLATION

RESOLUTION _____ - 2024

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2024-310 Memorial Resolutions 9-2024

HON. BEN BOYKIN AND ALL LEGISLATORS: Marigrace Power

HON. MARGARET A. CUNZIO: Dominick Trombetta, Dominick Sorrentino, Esq.

HON. VEDAT GASHI AND ALL LEGISLATORS: Honorable Robert Castelli

HON. JAMES NOLAN: John Lee Kolaya

LEGISLATORS PARKER AND PIERCE: Dan Sarnoff

HON. ERIKA PIERCE: Peter Perez

LEGISLATORS TUBIOLO AND NOLAN: Ana Frank

HON. JEWEL WILLIAMS JOHNSON: Lola Hunter, Marilyn Gee

ADJOURNMENT

Next Meeting: June 17, 2024, at 7pm.

RESOLUTION NO. - 95 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. 250 -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 7:30 p.m. on the 3 day of June, 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

Samuel Zell Jones
J. J. Jones
Maryann
David J. Tubino
Smith
for
Stef

Samuel Zell Jones
J. J. Jones
Maryann
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. Anderson". The signature is written in a cursive, flowing style.

FISCAL IMPACT STATEMENT

SUBJECT: Lease-Construction Yonkers Ext.

☐ 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	\$ 500,000
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Total Current Year Revenue	\$	-
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 5443701

[illegible]

Describe:

Potential Related Operating Budget Revenues:	Annual Amount
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Describe:

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

Current Year: _____

Next Four Years:

Prepared by: Stewart Glass

Title: Director of Contracting & Procurement

Department: Westchester Community College


Date: April 24, 2024

Reviewed By: 

Budget Director

Date: 4/26/24

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

RESOLUTION NO. 2024 - 104

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 7:30 p m. on the 3 day of June, 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

Anthony Zuluaga John

John

John
Mary & Sam

David J. Tubio

David J. Tubio

John

K:JPG 4/19/2024

John
Anthony Zuluaga John
John
Mary & Sam
David J. Tubio

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: *ws*

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. Cohen
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.

Westchester County

George Latimer
County Executive

May 24, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of Five Hundred Eighty-Six Thousand (\$586,000.00) dollars, to finance the following capital project:

BDA02 – Information Technology (2020-2024) ("BDA02").

The Bond Act, in the amount of Five Hundred Eighty-Six Thousand (\$586,000.00) dollars, would fund the purchase, upgrade and maintenance of equipment, software and systems to support the technology needs of the District Attorney's Office ("District Attorney's Office") at various locations.

As the chief law enforcement officer of Westchester County, the Westchester County District Attorney is responsible for the investigation and prosecution of all crimes and offenses committed in the County. This project will enable the District Attorney's Office to carry out this mandate by continuing to allow for the purchase, upgrade and maintenance of equipment, software and systems to support the various District Attorney's Office locations throughout the County. This project includes, but is not limited to, the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

It should be noted that your Honorable Board has previously authorized financing in connection with four (4) prior components of project BDA02, as indicated in the annexed fact sheet.

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

Sincerely,



George Latimer
Westchester County Executive

GL/MR/CF/jpg/nn
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”), in the amount of \$586,000.00, to finance capital project BDA02 – Information Technology (2020-2024) (“BDA02”).

Your Committee is advised that the proposed Bond Act, which was prepared by the law firm Harris Beach PLLC, would fund the purchase, upgrade and maintenance of equipment, software and systems to support the technology needs of the District Attorney’s Office (“District Attorney’s Office”) at various locations.

Your Committee is advised that, as the chief law enforcement officer of Westchester County, the Westchester County District Attorney is responsible for the investigation and prosecution of all crimes and offenses committed in the County. This project will enable the District Attorney’s Office to carry out this mandate by continuing to allow for the purchase, upgrade and maintenance of equipment, software and systems to support the various District Attorney’s Office locations throughout the County. This project includes, but is not limited to, the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

It should be noted that your Honorable Board has previously authorized financing in connection with four (4) prior components of project BDA02 as indicated in the annexed fact sheet.

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 proposed Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 2024
White Plains, New York

c:\jpg\05.13.2024

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BDA02

☐ 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 \$ 586,000 PPU 5 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 129,709

Total Debt Service (Annual Cost x Term): \$ 648,545

Finance Department: Interest rates from May 22, 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: 6

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget


Date: 5/23/24

Reviewed By: 

Budget Director

Date: 5/23/24

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 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BDA02 INFORMATION TECHNOLOGY (2020-2024)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-05-2024 (Unique ID: 2550)

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
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$586,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT AND FURNISHINGS FOR THE DISTRICT ATTORNEY'S OFFICES LOCATED THROUGHOUT THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$586,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$586,000 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, 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, \$586,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of equipment and furnishings for the District Attorney's offices located throughout the County, including software and systems; 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 \$586,000. The plan of financing includes the issuance of \$586,000 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 class of objects or purposes for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 32 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 \$586,000. 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 \$586,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT AND FURNISHINGS FOR THE DISTRICT ATTORNEY'S OFFICES LOCATED THROUGHOUT THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$586,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$586,000 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: the acquisition of equipment and furnishings for the District Attorney's offices located throughout the County, including software and systems; 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: \$586,000; 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:* BDA02	<input type="checkbox"/> CBA	Fact Sheet Date:* 05-02-2024
Fact Sheet Year:* 2024	Project Title:* INFORMATION TECHNOLOGY (2020-2024)	Legislative District ID:
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* DISTRICT ATTORNEY	CP Unique ID: 2550

Overall Project Description

This project will fund the purchase, upgrade and maintenance of equipment, software and systems. This project includes, but is not limited to the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktop systems, off the self and proprietary software applications, peripherals and hand-held devices.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	2,526	1,940	586	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,526	1,940	586	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,342

Current Bond Description: This request for \$586,000 represents the fifth phase of this project and will allow the District Attorney's Office to continue to purchase, upgrade and maintain equipment, software and systems to support the needs of the District Attorney's Offices located throughout the County.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	586,000
Cash:	0
Total:	\$ 586,000

SEQR Classification:

TYPE II

Amount Requested:

586,000

Expected Design Work Provider:

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

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	500,000	UPGRADE OF THE EMAIL SYSTEM, SERVERS, FORENSIC, SURVEILLANCE EQUIPMENT AND STORAGE SPACE
2021	710,000	PURCHASE OF LICENSE PLATE READER STORAGE AND BACKUP SYSTEMS
2022	355,000	FUNDS CONTINUATION OF THIS PROJECT
2023	375,000	CONTINUATION OF THIS PROJECT
2024	586,000	UPGRADE OF PRODUCTION AND DISASTER RECOVERY STORAGE EQUIPMENT AND HARDWARE REPLACEMENTS

Total Appropriation History:

2,526,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
20	14	500,000	474,513	FIRST PHASE OF UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
21	39	710,000	618,942	UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
21	207	355,000	208,605	THIRD PHASE OF UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
23	155	375,000	168,884	UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE

Total Financing History:

1,940,000

Recommended By:

Department of Planning
MLLL

Date
05-05-2024

Department of Public Works
RJB4

Date
05-06-2024

Budget Department
DEV9

Date
05-10-2024

Requesting Department
CCFN

Date
05-13-2024

INFORMATION TECHNOLOGY (2020-2024) (BDA02)

User Department : District Attorney

Managing Department(s) : District Attorney ;

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	2,526	1,940	1,342	586					
Non County Share									
Total	2,526	1,940	1,342	586					

Project Description

This project will fund the purchase, upgrade and maintenance of equipment, software and systems. This project includes, but is not limited to the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

Current Year Description

The current year request funds upgrade of production and disaster recovery storage equipment and hardware replacements.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	586,000			586,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2020	500,000	Upgrade of the email system, servers, forensic, surveillance equipment and storage space	IN PROGRESS
2021	710,000	Purchase of license plate reader storage and backup systems	IN PROGRESS
2022	355,000	Funds continuation of this project	IN PROGRESS
2023	375,000	Continuation of this project	IN PROGRESS
Total	1,940,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,940,000	1,207,904	732,096
Total	1,940,000	1,207,904	732,096

INFORMATION TECHNOLOGY (2020-2024) (BDA02)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
14 20	500,000	12/01/21	320,042	153,750
		12/01/22	23,839	
		12/01/22	2,369	
39 21	710,000	12/01/21	271,068	287,944
		12/01/22	137,339	
		12/01/22	13,649	
207 21	355,000	12/01/22	157,325	182,040
		12/01/22	15,635	
155 23	375,000			375,000
Total	1,940,000		941,267	998,733



George Latimer
County Executive

May 24, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$650,000.00 to finance the following capital project:


RB04S – Roadway Culvert Rehabilitation and Replacement ("RB04S").

The Bond Act, in the amount of \$650,000.00, would finance the cost of a study to inspect and evaluate the roadway culvert structures along County roads to determine if any maintenance, rehabilitation or replacement is required. The study will establish recommendations and a schedule based on priorities.

Following bonding authorization, the study will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by a consultant.

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

Sincerely,



George Latimer
Westchester County Executive

GL/HJG/RA/jpg/nn
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$650,000.00 to finance capital project RB04S – Roadway Culvert Rehabilitation and Replacement (“RB04S”). The Bond Act, which was prepared by the law firm Hawkins Delafield and Wood, LLP, will finance the cost of a study to inspect and evaluate the roadway culvert structures along County roads to determine if any maintenance, rehabilitation or replacement is required. The study will establish recommendations and a schedule based on priorities.

Following bonding authorization, the study will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by a consultant.

The Department of Planning has advised your Committee that based on its review, 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 617.5 (“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: _____, 2024
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB04S

☐ 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 \$ 650,000 PPU 5 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 143,875

Total Debt Service (Annual Cost x Term): \$ 719,375

Finance Department: Interest rates from May 22, 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: 7

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works and Transportation

Date: 5/22/24


Reviewed By: 

on 5/23/24

Budget Director

Date: 5/23/24

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 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RB04S ROADWAY CULVERT REHABILITATION AND REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-01-2024 (Unique ID: 2537)

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

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$650,000 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 MAINTENANCE, REHABILITATION AND/OR REPLACEMENT OF ROADWAY CULVERTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$650,000 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, \$650,000 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 the maintenance, rehabilitation and/or replacement of roadway culverts, all as set forth in the county's current year capital budget, as amended. The total estimated cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$650,000. The plan of

financing includes the issuance of \$650,000 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 \$650,000. 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 \$650,000 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 \$650,000 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 MAINTENANCE, REHABILITATION AND/OR REPLACEMENT OF ROADWAY CULVERTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$650,000 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 the maintenance, rehabilitation and/or replacement of roadway culverts, 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: \$650,000; 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:*
RB04S

☐ CBA

Fact Sheet Date:*
04-15-2024

Fact Sheet Year:*
2024

Project Title:*
ROADWAY CULVERT
REHABILITATION AND
REPLACEMENT

Legislative District ID:
ALL

Category*
ROADS & BRIDGES

Department:*
PUBLIC WORKS

CP Unique ID:
2537

Overall Project Description

This project funds the rehabilitation or replacement of existing roadway culvert structures under the jurisdiction of the Department of Public Works and Transportation.

☒ 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	1,525	1,525	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,525	1,525	0	0	0	0	0	0

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

Current Bond Description: Funding is requested for a study to inspect and evaluate the roadway culvert structures and determine if any maintenance, rehabilitation or replacement is required. The study will establish recommendations and a schedule based on priorities.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	650,000
Cash:	0
Total:	\$ 650,000

SEQR Classification:

TYPE II

Amount Requested:

650,000

Expected Design Work Provider:

☒ County Staff

☐ Consultant

☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	1,525,000	FUNDS THIS PROJECT.

Total Appropriation History:

1,525,000

Total Financing History:

0

Recommended By:

Department of Planning
MLLL

Date
05-01-2024

Department of Public Works
RJB4

Date
05-01-2024

Budget Department
DEV9

Date
05-03-2024

Requesting Department
RJB4

Date
05-03-2024

ROADWAY CULVERT REHABILITATION AND REPLACEMENT (RB04S)

User Department : Public Works

Managing Department(s) : 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	1,525	1,525							
Non County Share									
Total	1,525	1,525							

Project Description

This project funds the rehabilitation or replacement of existing roadway culvert structures under the jurisdiction of the Department of Public Works and Transportation.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2023	1,525,000	Funds this project.	AWAITING BOND AUTHORIZATION
Total	1,525,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,525,000		1,525,000
Total	1,525,000		1,525,000

May 31, 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: **Bond Act – RML01 –
Mountain Lakes Park Infrastructure Project.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is a bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$1,900,000 to finance the following capital project: RML01.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 24, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$1,900,000 to finance the following capital project:

RML01 – Mountain Lakes Park Infrastructure Project ("RML01").

The Bond Act, in the amount of \$1,900,000, would finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the upgrade of the potable water system at Mountain Lakes Park and related work, replacement of yurts and associated work in connection with RML01.

The Department of Parks, Recreation and Conservation ("Department") has advised that the seasonal water supply system at Mountain Lakes Park requires increased maintenance and repairs due to age of the system and its original construction. Previous water main leaks and breaks have put the seasonal camps in jeopardy of temporary shutdowns. Upgrading the potable water supply system with improved pipes, fittings and valves will significantly reduce water leaks, which not only will conserve water but also will prevent costs associated with repairing and replacing the damaged infrastructure. Furthermore, the existing Yurts have exceeded their useful lives and require replacement.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take eighteen 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 prior components of RML01 as indicated in the annexed fact sheet.

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

Sincerely,

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

George Latimer
County Executive

**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 \$1,900,000 to finance capital project RML01 – Mountain Lakes Park Infrastructure Project (“RML01”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance the costs of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the upgrade of the potable water system at Mountain Lakes Park and related work, replacement of yurts and associated work in connection with RML01.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the seasonal water supply system at Mountain Lakes Park requires increased maintenance and repairs due to age of the system and its original construction. Previous water main leaks and breaks have put the seasonal camps in jeopardy of temporary shutdowns. Upgrading the potable water supply system with improved pipes, fittings and valves will significantly reduce water leaks, which not only will conserve water but also will prevent costs associated with repairing and replacing the damaged infrastructure. Furthermore, the existing Yurts have exceeded their useful lives and require replacement.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take eighteen 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 prior components of RML01 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RML01 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: _____, 20____
White Plains, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RML01

☐ 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 5 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 420,557

Total Debt Service (Annual Cost x Term): \$ 2,102,785

Finance Department: Interest rates from May 22, 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: 21

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget


Date: 5/28/24

Reviewed By: 

Budget Director

Date: 5/28/24

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:
RML01 MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-01-2024 (Unique ID: 2514)

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/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

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,900,000 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 UPGRADE OF THE POTABLE WATER SYSTEM AT MOUNTAIN LAKES PARK AND RELATED WORK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$1,900,000 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 upgrade of the potable water system at Mountain Lakes Park and related work, replacement of yurts and associated work, all as set forth in the County's Current Year Capital Budget, as amended. The total estimated cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the

financing thereof is \$1,900,000. The plan of financing includes the issuance of \$1,900,000 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 \$1,900,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,900,000 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 \$1,900,000 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 UPGRADE OF THE POTABLE WATER SYSTEM AT MOUNTAIN LAKES PARK AND RELATED WORK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,900,000 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 the upgrade of the potable water system at Mountain Lakes Park and related work, replacement of yurts and associated work, all as set forth in the County's Current Year Capital Budget, as amended.
--------------------	---

amount of obligations to be issued and period of probable usefulness:	\$1,900,000; 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:*
RML01

☐ CBA

Fact Sheet Date:*
03-20-2024

Fact Sheet Year:*
2024

Project Title:*
MOUNTAIN LAKES PARK
INFRASTRUCTURE PROJECT

Legislative District ID:
2,

Category*
RECREATION FACILITIES

Department:*
PARKS, RECREATION &
CONSERVATION

CP Unique ID:
2514

Overall Project Description

The project scope of work consists of implementing the master plan for the park. The goal is to adapt the existing camp facilities into a series of new camp areas, reserved areas, and group picnic areas, and over night camping sites.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	15,115	10,115	5,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	15,115	10,115	5,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 419

Current Bond Description: Funding is requested for the design of the potable water system upgrades, replacement of Yurts and associated site work at Mountain Lakes Park.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,900,000
Cash:	0
Total:	\$ 1,900,000

SEQR Classification:
TYPE II

Amount Requested:
1,900,000

Expected Design Work Provider:

☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

UPGRADING THE WATER POTABLE WATER SUPPLY SYSTEM WITH IMPROVED PIPES, FITTINGS, AND VALVES WILL SIGNIFICANTLY REDUCE WATER LEAKS. THIS NOT ONLY CONSERVES WATER BUT ALSO SAVES COSTS ASSOCIATED WITH REPAIRING AND REPLACING DAMAGED INFRASTRUCTURE.

Appropriation History:

Year	Amount	Description
2002	100,000	DESIGN & CONSTRUCTION MANAGEMENT OF POTABLE WATER SYSTEM
2003	615,000	CONSTRUCTION OF POTABLE WATER SYSTEM; EMERGENCY REPAIRS TO ELECTRICAL SERVICE
2012	400,000	DESIGN OF NEW ELECTRIC, WATER, AND SANITARY SERVICE
2015	2,800,000	CONSTRUCTION OF ELECTRICAL WORK
2017	2,000,000	DESIGN AND CONSTRUCTION.
2018	2,800,000	CONSTRUCTION.
2019	300,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR ROOF REPLACEMENT ON CAMP HEMLOCK
2020	300,000	ROOF REPLACEMENT AT CAMP HEMLOCK
2023	800,000	REPAIR OF THE DINING HALL ROOF AT CAMP HEMLOCK IN MOUNTAIN LAKES PARK.
2024	5,000,000	ADDITIONAL COSTS FOR UTILITIES AND ASSOCIATED SITE WORK, AS WELL AS FACILITY UPGRADES AT CAMP MORTY

Total Appropriation History:

15,115,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
02	132	100,000	70,252	PRELIMS: IMPROVMTS TO MOUNTAIN LAKE PARK
02	E-132	-30,000	0	
11	E-92	-399,083	0	
11	92	700,000	300,917	EMERGENCY ELECTRIC & POOL REHAB
23	145	1,400,000	0	IMPROVEMENTS TO MOUNTAIN LAKE PARK

Total Financing History:

1,770,917

Recommended By:

Department of Planning
MLLL

Date
04-01-2024

Department of Public Works
RJB4

Date
04-03-2024

Budget Department
DEV9

Date
04-04-2024

Requesting Department
RCL3

Date
04-16-2024

MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT (RML01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; 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	15,115	10,115	419	5,000					
Non County Share									
Total	15,115	10,115	419	5,000					

Project Description

The project scope of work consists of implementing the master plan for the park. The goal is to adapt the existing camp facilities into a series of new camp areas, reserved areas, and group picnic and overnight camping areas.

Current Year Description

The current year request funds additional costs for utilities and associated site work, as well as facility upgrades at Camp Morty.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	5,000,000			5,000,000

Impact on Operating Budget

The impact on the Operating Budget will be the debt service associated with the issuance of debt.

Appropriation History

Year	Amount	Description	Status
2002	100,000	Design & construction management of potable water system	COMPLETE
2003	615,000	Construction of potable water system; Emergency repairs to electrical service	\$315,000 - potable water - AWAITING BOND AUTHORIZATION; \$300,000 - electrical work - COMPLETE
2012	400,000	Design of new electric, water, and sanitary service	DESIGN
2015	2,800,000	Construction of electrical work	AWAITING BOND AUTHORIZATION
2017	2,000,000	Design and construction.	AWAITING BOND AUTHORIZATION
2018	2,800,000	Construction.	AWAITING BOND AUTHORIZATION
2019	300,000	Design, construction and construction management for roof replacement on Camp Hemlock	DESIGN
2020	300,000	Roof replacement at Camp Hemlock	DESIGN
2023	800,000	Repair of the dining hall roof at Camp Hemlock in Mountain Lakes Park.	DESIGN
Total	10,115,000		

MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT (RML01)

Prior Appropriations

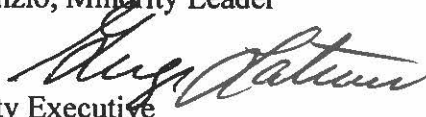
	Appropriated	Collected	Uncollected
Bond Proceeds	10,115,000	371,169	9,743,831
Total	10,115,000	371,169	9,743,831

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
132 02	100,000	12/15/17	70,000	29,748
		12/15/17	252	
92 11	700,000	12/10/13	267,395	399,083
		12/10/13	32,605	
		12/10/13	917	
E-132 02	(30,000)			(30,000)
E-92 11	(399,083)			(399,083)
145 23	1,400,000			1,400,000
Total	1,770,917		371,169	1,399,748

May 31, 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: **Bond Act – RM102 – Marshlands Site Work.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is a bond act (the “Bond Act”), which, if adopted, would authorize the County of Westchester (the “County”) to issue \$300,000 in bonds to finance the following capital project: RM102.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 24, 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 a bond act (the "Bond Act"), which, if adopted, would authorize the County of Westchester (the "County") to issue \$300,000 in bonds to finance the following capital project:

RM102 – Marshlands Site Work ("RM102").

The Bond Act, in the amount of \$300,000, will fund the cost of design associated with various site improvements at the Marshlands Conservancy in Rye. Work will include resurfacing the entrance drive and parking lots, providing additional parking spaces, pathways and boardwalks, environmental education gathering spaces, drainage, landscaping and other related improvements.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by consultants. 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.

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

Sincerely,

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

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 a bond act (the “Bond Act”) in the amount of \$300,000 to finance a portion of capital project RM102 – Marshlands Site Work (“RM102”).

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield and Wood, LLP, will fund the cost of design associated with various site improvements at the Marshlands Conservancy in Rye. Work will include resurfacing the entrance drive and parking lots, providing additional parking spaces, pathways and boardwalks, environmental education gathering spaces, drainage, landscaping and other related improvements.

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 consultants. 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.

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. For the reasons set forth above, your Committee respectfully recommends adoption of the proposed Bond Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RM102

☐ 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 \$ 300,000 PPU 5 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 66,404

Total Debt Service (Annual Cost x Term): \$ 332,020

Finance Department: Interest rates from May 22, 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: 3

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 5/28/24


Reviewed By: 

Date: 5/28/24

Budget Director

5/28/24

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 16, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RM102 MARSHLANDS SITE WORK**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-01-2024 (Unique ID: 2493)

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/jfg

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
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$300,000 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 OF SITE IMPROVEMENTS FOR MARSHLAND IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$300,000 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, \$300,000 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 Marshland improvements, including resurfacing the entrance drive and parking lots, providing additional parking spaces, pathways and boardwalks, environmental education gathering spaces, drainage, landscaping and other related site improvements, all as set forth in the County's Current Year

Capital Budget, as amended. The total estimated cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$300,000. The plan of financing includes the issuance of \$300,000 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 \$300,000. 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 \$300,000 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 \$300,000 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 OF SITE IMPROVEMENTS FOR MARSHLAND IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$300,000 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 Marshland improvements, including resurfacing the entrance drive and parking lots, providing additional parking spaces, pathways and boardwalks, environmental education gathering spaces, drainage, landscaping and other related site improvements, 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:

\$300,000; 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:* RM102	<input type="checkbox"/> CBA	Fact Sheet Date:* 03-07-2024
Fact Sheet Year:* 2024	Project Title:* MARSHLANDS SITE WORK	Legislative District ID: 7,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 2493

Overall Project Description

This project will fund infrastructure and site work improvements at the Marshlands Conservancy.

- | | | |
|---|--|--|
| <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	4,000	900	0	3,100	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	4,000	900	0	3,100	0	0	0	0

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

Current Bond Description: This request will fund the design of site improvements including resurfacing the entrance drive and parking lots, providing additional parking spaces, pathways and boardwalks, environmental education gathering spaces, drainage, landscaping and other related site improvements.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	300,000
Cash:	0
Total:	\$ 300,000

SEQR Classification:

TYPE II

Amount Requested:

300,000

Expected Design Work Provider:

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

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2008	600,000	STUDY AND IMPLEMENTATION OF FINDINGS
2018	300,000	DESIGN.

Total Appropriation History:

900,000

Total Financing History:

0

Recommended By:

Department of Planning

MLLL

Date

04-01-2024

Department of Public Works

RJB4

Date

04-03-2024

Budget Department

DEV9

Date

04-04-2024

Requesting Department

RCL3

Date

04-05-2024

MARSHLANDS SITE WORK (RM102)

User Department : Parks, Recreation & Conservation

Managing Department(s) : Parks, Recreation & Conservation ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project has historical implications. 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	4,000	900			3,100				
Non County Share									
Total	4,000	900			3,100				

Project Description

This project will fund infrastructure and site work improvements at the Marshlands Conservancy.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the operating budget is the debt service associated with the issuance of bonds

Appropriation History

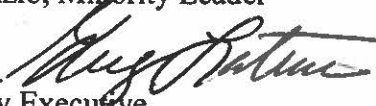
Year	Amount	Description	Status
2008	600,000	Study and implementation of findings	AWAITING BOND AUTHORIZATION
2018	300,000	Design.	AWAITING BOND AUTHORIZATION
Total	900,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	900,000		900,000
Total	900,000		900,000

May 31, 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 – Agreement
w/WCHCC – Police Recruit Training.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 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 its Department of Public Safety (“DPS”), to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC’s premises located at 100 Woods Road in Valhalla (the “Premises”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 30, 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 its Department of Public Safety ("DPS"), to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

Training will consist of practical exercises, drills, and competency testing on various subjects, including, but not limited to, building searches, officer safety, active shooter response, and general patrol response to police calls involving the interior of buildings. This training is required by the New York State Division of Criminal Justice Services and the Municipal Police Training Council for recruit officers enrolled in the Westchester County Police Academy's sessions of the New York State Basic Course for Police Officers. The Premises are being utilized due to lack of other appropriate space which matches the requirements for this training.

The Agreement with the WCHCC would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties. Although there will be no cost to the County for DPS's use and occupancy of the Premises, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use, as more fully described in the Agreement, a copy of which is attached.

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.

Based upon the foregoing, I most respectfully recommend approval of the attached Act.

Sincerely,

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

George Latimer
Westchester County Executive

**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 approve the attached Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety (“DPS”), to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC’s premises located at 100 Woods Road in Valhalla (the “Premises”).

Your Committee is advised that training will consist of practical exercises, drills, and competency testing on various subjects, including, but not limited to, building searches, officer safety, active shooter response, and general patrol response to police calls involving the interior of buildings. This training is required by the New York State Division of Criminal Justice Services and the Municipal Police Training Council for recruit officers enrolled in the Westchester County Police Academy’s sessions of the New York State Basic Course for Police Officers. The Premises are being utilized due to lack of other appropriate space which matches the requirements for this training.

The Agreement with the WCHCC would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties. Although there will be no cost to the County for DPS’s use and occupancy of the Premises, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use, as more fully described in the Agreement, a copy of which is attached.

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 WCHCC Hold Harmless

FISCAL IMPACT STATEMENT

SUBJECT: Hold Harmless Agreement with WCHC

☒ 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: To authorize the County whereby WCHCC would grant the County

a license to allow DPS to conduct police recruit training on WCHCC's Valhalla location.

Potential Related Operating Budget Expenses:

Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues:

Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$0.00

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: April 20, 2024

Reviewed By: 

Budget Director

Date: 5/28/24

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation whereby WCHCC would grant the County a license to allow the Department of Public Safety to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla for a five-year term at no cost to the County.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), in substantially the form attached hereto, whereby the WCHCC would grant the County a license to allow the County's Department of Public Safety ("DPS") to conduct police recruit training (the "Training") on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

§2. The Agreement would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The Training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties.

§3. There will be no cost to the County for DPS's use and occupancy of the Premises to conduct the Training. However, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use and occupancy, as more fully described in the Agreement, a copy of which is attached hereto.

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

§5. This Act shall take effect immediately.

LICENSE/HOLD HARMLESS AGREEMENT

THIS LICENSE/HOLD HARMLESS AGREEMENT (the “**Agreement**”) made on the ____ day of _____, 2024 (the “**Effective Date**”), by and between the **WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Care Center, C-2, Valhalla, New York 10595 (“**Owner**”) and the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business at 148 Martine Avenue, White Plains, New York 10601 (the “**County**”).

Recitals

WHEREAS, Owner owns the property commonly known as Westchester Medical Center, located at 100 Woods Road, Valhalla NY (the “**Property**”), whereby the County, through its Department of Public Safety (the “**Department**”), desires to conduct police recruit training at the Property; and

WHEREAS, Owner wishes to grant the County a license to allow the Department to conduct such training at their Property at no cost to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows the Owner and the County desire to enter into this Agreement on the terms and conditions set forth herein.

1. **Term**. The term (the “**Term**”) of this Agreement shall commence upon execution hereof by both parties and approval of same by the Office of the Westchester County Attorney (the “**Effective Date**”), and shall continue for a period of five (5) years from the Effective Date.
2. **Scope**. The Department shall use the Property only for the purposes of police recruit training and for no other purpose (the “**Training**”). The Training shall take place on such dates and at such times as are mutually agreeable to the parties. The Training shall take place at such specific locations on the Property as are mutually agreeable to the parties.
3. **Insurance**. The Department, through the County, is self-insured.
4. **Waiver of Claims and Indemnity**. To the extent not prohibited by law, the County shall indemnify, defend and save harmless OWNER, beneficiaries, trustees, officers, directors, employees and agents from and against any and all liability, claims, damages, costs and expenses including without limitation, reasonable attorney’s fees, resulting from or in connection with the Department’s use and occupancy of the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. To the extent not prohibited by law, the County waives all claims against OWNER and OWNER Representative and each of their partners, officers, beneficiaries, trustees, directors, employees and agents for injury to persons, damage to property or to any other interest of OWNER sustained by the

Department or any person claiming injury to persons, damage to property or to any other interests of OWNER sustained by the Department, or any person claiming through the Department resulting from any occurrence in or upon the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. Without limitation, all of the Department's personal property, which may at any time be at the Property, shall be at the Department's sole risk.

5. Removal of Property. End of Term. By the end of the Term of this license, the Department shall have removed all of its property from the Property and shall leave the the Property in a clean condition. If the Department fails to remove its property by the end of the Term, OWNER or OWNER Representative may dispose of said property in such manner as they determine.
6. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of New York and any and all claims arising out of this Agreement shall be brought in an appropriate court of jurisdiction within the County of Westchester.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Agreed and accepted:

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name:
Its:

COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Commissioner-Sheriff
Department of Public Safety

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

Approved by the Westchester County Board of Acquisition and Contract at a meeting duly held on the ____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
County of Westchester

CORPORATE ACKNOWLEDGMENT

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 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, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)


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

On the _____ day of _____ in the year 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

May 31, 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 – NYSOFA Grant Funds & IMAs w/Municipalities – OAA.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is an act (the “Act”) which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in Exhibit “A” attached to the Act (the “Municipalities”), for services to be funded with grants received from the New York State Office for the Aging (“NYSOFA”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 29, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an act (the "Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements ("IMAs") with the municipalities listed in Exhibit "A" attached to the Act (the "Municipalities"), for services to be funded with grants received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act of 1965, as amended ("OAA"). Each of the IMAs will be for terms corresponding to the terms of the grant agreements between NYSOFA and the County ("Grant Agreements"), commencing retroactively on January 1, 2024 and continuing through December 31, 2024, except for the IMAs for the provision of NSIP services, which terms will commence retroactively on October 1, 2023 and continue through September 30, 2024. The IMAs funded with grants received from NYSOFA under the Grant Agreements will be in the total aggregate not-to-exceed amounts set forth below:

IMAs

Title III-B	Title III-C & NSIP
\$230,021	\$1,373,856

The services to be provided under the IMAs with the funds received under OAA for Titles III-B and III-C and NSIP are as follows: (i) nutrition services, such as congregate and home delivered meals; (ii) regional kitchen equipment, supplies, repairs and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community (collectively, the "Services").

It should be noted that, by resolution approved on February 22, 2024, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into the Grant Agreements with NYSOFA.

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

Telephone : (914)995-2900

Email : CE@westchestercountyny.gov

The Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"), noting that the IMAs are exempt from procurement pursuant to section 3(a) iii of the Policy, which exempts contracts with "... any State and any political subdivision, agency or instrumentality thereof," and pursuant to section 3(a) xix of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Notwithstanding that the procurement for the Services is exempt from the Policy, the Services are funded with federal grant monies and are, therefore, subject to the Federal Procurement Requirements in accordance with Section 11 of the Policy. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts greater than \$10,000 and up to \$250,000, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be "non-competitive" procurements. Because the Services are being provided directly by the respective Municipalities using their own resources (i.e., senior centers, buses, food service providers, equipment, etc.), it has been determined that the Services constitute non-competitive procurements in accordance with 2 CFR§ 200.320 (c)(2), in that due to the nature and extent of the services being provided, the Services are only available from those single sources.

The proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to Westchester County residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Latimer

Westchester County Executive

GL/MC/SJ/cmc
Attachments

**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 (the “Act”) which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in Exhibit “A” attached to the Act (the “Municipalities”), for services to be funded with grants received from the New York State Office for the Aging (“NYSOFA”) under Titles III-B, III-C and the Nutrition Services Incentive Program (“NSIP”) of the Older Americans Act of 1965, as amended (“OAA”). Each of the IMAs will be for terms corresponding to the terms of the grant agreements between NYSOFA and the County (“Grant Agreements”), commencing retroactively on January 1, 2024 and continuing through December 31, 2024, except for the IMAs for the provision of NSIP services, which terms will commence retroactively on October 1, 2023 and continue through September 30, 2024. The IMAs funded with grants received from NYSOFA under the Grant Agreements will be in the total aggregate not-to-exceed amounts set forth below:

IMAs

Title III-B	Title III-C & NSIP
\$230,021	\$1,373,856

Your Committee is advised that the services to be provided under the IMAs with the funds received under the OAA for Titles III-B and III-C and NSIP are as follows: (i) nutrition services, such as congregate and home delivered meals; (ii) regional kitchen equipment, supplies, repairs and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community (collectively, the “Services”).

Your Committee is further advised that by resolution approved on February 22, 2024, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into the Grant Agreements with NYSOFA.

Your Committee is also advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the “Policy”), noting that the IMAs are exempt from procurement pursuant to section 3(a) iii of the Policy, which exempts contracts with “... any State and any political subdivision, agency or instrumentality thereof,” and pursuant to section 3(a) xix of the Policy, which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

Notwithstanding that the procurement for the Services is exempt from the Policy, the Services are funded with federal grant monies and are, therefore, subject to the Federal Procurement Requirements in accordance with Section 11 of the Policy. The Federal procurement regulations (2 CFR§ 200.320), require that contracts in amounts greater than \$10,000 and up to \$250,000, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be “non-competitive” procurements. Because the Services are being provided directly by the respective Municipalities using their own resources (i.e., senior centers, buses, food service providers, equipment, etc.), it has been determined that the Services constitute non-competitive procurements in accordance with 2 CFR§ 200.320 (c)(2), in that due to the nature and extent of the services being provided, the Services are only available from those single sources.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed IMAs does not meet the definition of an action under the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

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

Your Committee believes that adoption of the proposed Act is necessary to effectively carry out these worthwhile services to Westchester County residents. Accordingly, after due

consideration, your Committee recommends adoption of the annexed Act.

Dated: _____, 2024
White Plains, New York

C: cmc/04.03.2024

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: IIIC2/NSIP

☐ 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 \$ 440446

Total Current Year Revenue \$ 440446

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263-85-T942 (IIIC2); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 440446

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, supplement regional kitchen equipment, supplies, repairs and vehicle expenses as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

RAD

Reviewed By: _____

Budget Director

5/25/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIB ☐ 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 \$ 230021

Total Current Year Revenue \$ 230021

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 230021

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide Transportation services to Seniors in Westchester.

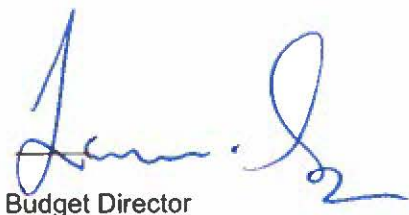
Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 
Budget Director

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIC1/NSIP

☐ 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 \$ 933410

Total Current Year Revenue \$ 933410

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263-85-T941 (IIIC1) 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 933410

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs and vehicle expenses as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown


Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 
Budget Director
5/28/24

If you need more space, please attach additional sheets.

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

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

DATE: January 8, 2024

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY
REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"), the Board of Legislators ("BOL") is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts ("BAC") must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, "Actions" are defined as:

- (1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
 - (i) are directly undertaken by an agency; or
 - (ii) involve funding by an agency; or
 - (iii) require one or more new or modified approvals from an agency or agencies;
- (2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
- (3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
- (4) any combinations of the above.

As has been done in prior years, the Planning Department, in an attempt to streamline the process for SEQR review and related document preparation for the BOL and BAC, has created a list of categories of activities **that do not meet the definition of an "action"** as defined in SEQR. This list (attached) references activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL's or BAC's responsibilities under SEQR. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQR documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQR for actions listed herein. This memorandum should be considered in effect until rescinded or replaced, with replacements typically occurring annually in mid-January. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project 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."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner, Department of Planning

**ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN “ACTION”
PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR**

1. BUDGETS AND AMENDMENTS

- Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
- The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
- Rescissions or reduction of bond acts to cancel unspent funds.

2. SERVICES

- Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
- Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
- Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
- Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
- Public Safety services – programs that promote public safety, such as STOP-DWI and Police Night Out; intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies, including E-911; acceptance and administration of grants for law enforcement programs (e.g., JAG).
- Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
- Legal services – Contracts for outside counsel, litigation or associated monetary settlements and collections.

- Medical Services – Contracts with medical providers for medical examinations, testing, vaccinations or medical treatment of County employees or the public.
- Mental Health Services – Contracts with agencies to provide treatment, services or education related to mental health.

3. PERSONNEL MATTERS

- Actions related to employment or employees.
- Contracts for temporary staff assistance.
- Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES

- Tax Anticipation Notes.
- Bond acts to finance tax certiorari payments.
- Banking contracts/agreements for money management services.
- Mortgage tax receipts disbursements (County Clerk).
- Refinancing of affordable housing mortgages.
- Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS

- New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
- New laws or amendments of existing laws that regulate businesses for the protection of consumers.
- Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
- Pertaining to animal welfare, excluding regulations involving habitat management.
- Pertaining to public safety.
- Pertaining to taxation, such as establishment of new taxes or tax exemptions.
- Pertaining to establishment or modification of fees.
- Pertaining to notices, publications and record keeping.
- Pertaining to hiring or contracting procedures.
- Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS

- Amendments to existing agreements for changes in name or consultants.
- Education/training programs, contracts for clinical instruction.
- Prisoner Transport IMAs.
- Tourism Promotion Agency designation.
- Software licenses.

- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).
- Naming or renaming of streets, buildings, parks or other public facilities.

WCDP
JAN 2024

ACT NO. – 2024

AN ACT authorizing the County of Westchester to enter inter-municipal agreements with local municipalities for services to be funded under Titles III-B, III-C and NSIP grants of the Older Americans Act.

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 Senior Programs and Services (the “Department”), be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in Exhibit “A” attached hereto (the “Municipalities”), for services to be funded with grants received from the New York State Office for the Aging (“NYSOFA”) under Titles III-B, III-C and the Nutrition Services Incentive Program (“NSIP”) of the Older Americans Act, as amended (“OAA”), each for a term commencing retroactively on January 1, 2024 and continuing through December 31, 2024, except that the term for the IMAs for NSIP services, will commence retroactively on October 1, 2023 and continue through September 30, 2024, in the total aggregate not-to-exceed amounts set forth below:

IMAs

Title III-B	Title III-C & NSIP
\$230,021	\$1,373,856

§2. The contract amounts for each IMA shall be determined at the discretion of the Commissioner of the Department.

§3. The services to be provided under the IMAs with the OAA funds for Titles III-B and III-C and NSIP shall include: (i) nutrition services such as congregate and home delivered meals; (ii) regional kitchen equipment, supplies, repairs and vehicle expenses; and (iii) transportation services.

§4. 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.

§5. This Act shall take effect immediately.

EXHIBIT "A"

2024 LIST OF MUNICIPALITIES AND SERVICES


GRANT: III-B <u>SERVICES</u>	GRANTS: III-C-1, III-C-2 & NSIP <u>SERVICES</u>
Transportation	Meals and Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses
Town of Cortlandt	Town of Cortlandt
Town of Eastchester	Town of Eastchester
Town of Greenburgh	Town of Greenburgh
Town of Mamaroneck	Town of Mamaroneck
Village/Town of Mount Kisco	Village/Town of Mount Kisco *
Town of Mount Pleasant	Town of Mount Pleasant
City of Mount Vernon	City of Mount Vernon *
City of New Rochelle	City of New Rochelle
Town of Ossining	Town of Ossining
City of Peekskill	City of Peekskill *
Village of Port Chester	Village of Port Chester
Town of Somers	Town of Somers
City of White Plains	City of White Plains
City of Yonkers	City of Yonkers
Town of Yorktown	Town of Yorktown *

Note:

- ALL municipalities listed above under Title III-B will provide Transportation Services
- ALL municipalities listed above under III-C-1, III-C-2 & NSIP will provide Meals, EXCEPT that ONLY those marked with an asterisk (*) will also provide Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses

May 31, 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: **Bond Act - BPL30 & Land Acquisition Act – 455 Main Street, New Rochelle.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is the necessary legislation to authorize the purchase of the above-referenced property.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 24, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval please find the following:

Land Purchase and Conveyance. An Act (the "Land Acquisition Act") to authorize the purchase and subsequent conveyance of approximately +/- 0.4 acres of real property located at 455 Main Street, (the "Property") in the City of New Rochelle (the "City") to WBP Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the "Developer"), as part of the County's program to support the construction of affordable housing units that will affirmatively further fair housing. The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the "NHLA Bond Act"), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed \$7,560,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning ("Planning") has advised that subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$7,560,000 to purchase the Property from the current owner to create one hundred-twenty-six (126) affordable condominium ownership housing units that will affirmatively further fair housing (the "Affordable AFFH Units").

Upon acquisition, the County will file a Declaration of Restrictive Covenants against the Property, to require that the proposed Affordable AFFH Units be marketed in accordance with an approved affordable fair housing marketing plan to eligible households with income at or below 100% of the Westchester County area median income ("AMI"), and sold at a sales price set at 80% of AMI. The Affordable AFFH Units will remain affordable for a period of not less than fifty (50) years noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

Historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of AMI. However, with the release of a new subsidy program known as the Affordable Homeownership Opportunity Program ("AHOP") by the State of New York Homes and Community Renewal ("HCR") late last year, HCR is now permitting

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

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



their subsidy to assist homeowners with incomes of up to 100% of AMI. In order to match this program and to be able to utilize this funding source to develop affordable homeownership units in the County, the County policy will be modified only for AHOP developments to a maximum of 100% of AMI.


In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar to construct the Affordable AFFH Units. The development will also include uses that will not benefit from the NHLA funding and these include 3,500 square feet of ground floor retail space and 101 parking spaces (the "Development").

Planning has further advised that additional funds for the Development are anticipated to be provided from AHOP, an Affordable Housing Corporation ("AHC") subsidy from HCR (committed), Interfaith Development Corporation ("IDC") subsidy (committed), Brownfield tax credits (committed), equity (committed), sale proceeds and deferred developer fee (committed), for an estimated total Development cost of approximately \$88.9 Million.

Planning has further advised that 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 by a report of the Westchester County Planning Board ("Planning Board") with respect to the physical planning aspects of the project. On February 6, 2024, the Planning Board adopted Resolution No. 24-04 that recommends funding for the purchase and conveyance of the Property which is annexed hereto. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

Based on the importance of creating more affordable housing units that affirmatively further fair housing in the County, your favorable action on the annexed Acts is respectfully requested.

Sincerely,



George Latimer
County Executive

GL/BPL/LAC
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the enactment of the following:

Land Purchase and Conveyance. An Act (the “Land Acquisition Act”) to authorize the purchase and subsequent conveyance of approximately +/- 0.4 acres of real property located at 455 Main Street (the “Property”) in the City of New Rochelle (the “City”) to WBP Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the “Developer”), as part of the County’s program to support the creation of affordable housing units that affirmatively further fair housing). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the “NHLA Bond Act”), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed \$7,560,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning (“Planning”) has advised that subject to the receipt of approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$7,560,000 to purchase the Property from the current owner to create one hundred twenty-six (126) affordable condominium ownership housing units that will affirmatively further fair housing (the “Affordable AFFH Units”).

Upon acquisition, the County will file a Declaration of Restrictive Covenants against the Property, to require that the proposed Affordable AFFH Units be marketed in accordance with an approved affordable fair housing marketing plan to eligible households with income at or below 100% of the Westchester County area median income (“AMI”) and sold at a sales price set at 80% of AMI. The Affordable AFFH Units will remain affordable for a period of not less than fifty (50) years noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

Your Committee has been advised that, historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of AMI. However, with the release of a new subsidy program known as the Affordable Homeownership Opportunity Program (“AHOP”) by the State of New York Homes and Community Renewal (“HCR”) late last year, HCR is now permitting their subsidy to assist homeowners with incomes of up to 100% of AMI. In order to match this program and to be able to utilize this funding source to develop affordable homeownership units in the County, the County policy will be modified only for AHOP developments to a maximum of 100% of AMI.

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar to construct the Affordable AFFH Units. The development will also include uses that will not benefit from the NHLA funding and these include 3,500 square feet of retail space and 101 parking spaces (the “Development”).

Your Committee has been advised that additional funds for the Development are anticipated to be provided from the Affordable Homeownership Opportunity Program (“AHOP”), an Affordable Housing Corporation (“AHC”) subsidy from State of New York Homes and Community Renewal (“HCR”) (committed), Interfaith Development Corporation (“IDC”) subsidy (committed), Brownfield tax credits (committed), equity (committed), sale proceeds and deferred developer fee (committed), for an estimated total Development cost of approximately \$88.9 Million.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act (“SEQRA”) have been met. Planning has advised that this Development is the second phase of a two-phased project, which was previously reviewed by your Honorable Board in connection with the approval of County funding assistance to facilitate the provision of affordable AFFH housing units in Phase I. Planning has further advised that your Honorable Board issued a Negative Declaration for the overall project, including both phases, on October 1, 2018 via Resolution No. 152-2018. Since the current proposal for Phase II has been scaled down from the original proposal and will result in less environmental impacts, Planning has advised that your Honorable Board’s prior Negative

Declaration remains valid and that no further environmental review is required. Your Committee has reviewed the attached memorandum prepared by Planning and concurs with this conclusion.

Your Committee has been further advised that 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 by a report of the Westchester County Planning Board (“Planning Board”) with respect to the physical planning aspects of the project. On February 6, 2024, the Planning Board adopted Resolution No. 24-04 that recommends funding for the purchase and conveyance of the Property which is annexed hereto. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

Based on the foregoing, your Committee believes that the Acts are in the best interest of the County and therefore recommends their adoption, noting that the Land Acquisition Act and NHLA Bond Act require the affirmative vote of two-thirds of the members of your Honorable Board.

Dated: , 2024
White Plains, New York

COMMITTEE ON
c/lac 05-24-24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL30

☐ 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

455 Main St., City of New Rochelle

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 7,560,000 PPU 30 Anticipated Interest Rate 3.57%

Anticipated Annual Cost (Principal and Interest): \$ 397,655

Total Debt Service (Annual Cost x Term): \$ 11,929,650

Finance Department: Interest rates from May 22, 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: N/A

Prepared by: Blanca P. Lopez

Title: Commissioner

Department: Planning

Date: 5/24/24


Reviewed By: 

05/24/24

Budget Director

Date: 5/24/24

TO: Leonard Gruenfeld, Program Director
Division of Housing and Community Development

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

DATE: May 23, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
BPL30 NEW HOMES LAND ACQUISITION II
455 MAIN STREET, NEW ROCHELLE**

Pursuant to your request, Environmental Planning staff has reviewed the above referenced project in connection with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The action involves the provision of County funding under capital project BPL30–New Homes Land Acquisition II to facilitate the development of approximately 126 affordable condominium ownership units within a proposed mixed-use building to be constructed at 455 Main Street in the City of New Rochelle. Funds from BPL30 funds will be applied towards the purchase of approximately 0.4 acre of property, upon which the County will file a restrictive covenant that will require all of the proposed housing units to be marketed and sold pursuant to an approved affirmative fair housing marketing plan to households meeting certain income thresholds and remain affordable for a minimum of 50 years.

The proposed development is the second phase of a two-phased project, which originally proposed the construction of two 27-story buildings that would provide a total of 511 residential units with associated parking and retail space on the ground floor. In 2018, the County provided funding assistance for Phase I to provide for 76 of the proposed 379 rental units in the first phase to be affordable and affirmatively further fair housing. While the City of New Rochelle Planning Board served as lead agency over the environmental review of the overall two-phased project and had issued a Negative Declaration pursuant to SEQR on April 24, 2018, the County of Westchester was not included as an involved agency in the City's review. As such, the County conducted its own environmental review and issued a Negative Declaration for the overall two-phased project on October 1, 2018 via Resolution 152-2018.

In 2019, the County approved an increase in funding for Phase I that provided for an increase in the number of affordable rental units from 76 to 95 along with an increase in the affordability period. Since there was no change in the property or design of Phase I, no further environmental review was required.

The current proposal for Phase II has been scaled down from the original plan to construct a second 27-story building with 132 units, 117 parking spaces and 5,269 square feet of retail space to a 17-story building with 100 parking spaces and 3,850 square feet of retail space. Since the overall development has been reduced and would result in less environmental impacts, the County's original Negative Declaration remains valid and no further environmental review is required.

Please contact me if you have any questions regarding this matter.

DSK/cnm

Att.

cc: Blanca Lopez, Commissioner
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner



Memorandum

**Department of Planning
432 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601**

TO: Honorable George Latimer
County Executive

FROM: Blanca P. Lopez
Commissioner

DATE: May 24, 2024

SUBJECT: Acquisition of Real Property - 455 Main Street Avenue - City of New Rochelle

Pursuant to Section 191.41 of the County Charter, submitted herewith is the required report of the Commissioner of Planning on the proposed acquisition and subsequent conveyance of +/- 0.4 acres of real property located at 455 Main Street in the City of New Rochelle, identified on the City tax maps as Section: 1 Block 228: Lot: 200 (the "Property") for the purpose of creating 126 affordable housing units (the "Affordable AFFH Units"), that will affirmatively further fair housing ("AFFH").

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed \$7,560,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units are marketed and sold in accordance with an approved affirmative fair housing marketing plan and will remain available to eligible households for a period of not less than 50 years. The County will then convey ownership of the Property to WBP Development LLC (the "Developer"), its successors or assigns, for One (\$1.00) Dollar.

The Developer proposes to construct one new seventeen-story building on the Property that will include a mix of affordable studio, one, two and three-bedroom condominium ownership housing units that will be sold to households who earn at or below 100% with the sales price set at 80% of the area median income ("AMI") (collectively the "Development").

Historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of the AMI. However, with the release of a new subsidy program known as the Affordable Homeownership Opportunity Program ("AHOP") by the State of New York Homes and Community Renewal ("HCR") late last year, HCR is now permitting their subsidy to assist homeowners with incomes of up to 100% of the AMI. In order to match this program and to be able to utilize this funding source to develop affordable homeownership units in the County, the County policy will be modified only for AHOP developments to a maximum of 100% of AMI.

I recommend funding for acquisition and conveyance of the Property for the following reasons:

1. The acquisition of this Property will advance the County's efforts to provide fair and affordable housing;
2. The acquisition and subsequent conveyance of the Property to develop fair and affordable housing is consistent with development policies adopted by the County Planning Board as set forth in *Westchester 2025 - Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*, adopted May 6, 2008, and amended January 5, 2010, and the recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995;
3. The Development is proposed to include green technology, such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to reduce operating and maintenance costs, minimize energy consumption and conserve natural resources. The Development will provide all electric, high-performance heating/cooling/domestic hot water equipment. It will also follow HCR Sustainability Guidelines for New Construction and will seek LEED Silver Certification.;
4. The Development is consistent with the land use policies and regulations of the City of New Rochelle; and
5. On February 6, 2024, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

cc: Kenneth Jenkins, Deputy County Executive
Joan McDonald, Director of Operations
John M. Nonna, County Attorney
Westchester County Planning Board

RESOLUTION 24- 64

WESTCHESTER COUNTY PLANNING BOARD

New Homes Land Acquisition II
Capital Project Funding Request
455 Main Street,
City of New Rochelle

WHEREAS, the County of Westchester (the "County") has established Capital Project BPL30 New Homes Land Acquisition II ("NHLA") to assist in the acquisition of property associated with the development and preservation of fair and affordable housing; and

WHEREAS, WBP Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 455 Main Street in the City of New Rochelle (the "City"), identified on the tax maps as Section 1 Block 228; Lot: 200 (the "Property") to create 126 affordable residential ownership units that will affirmatively further fair housing ("AFFH"; collectively the "Affordable AFFH Units"), 3,500 square feet of ground floor retail space and 101 parking spaces (collectively the "Development"). and

WHEREAS, the County proposes to purchase the Property from the owner of record, for a not to exceed amount of \$7,560,000 with funds from NHLA and subsequently convey the Property to the Developer for One (\$1.00) Dollar to underwrite the cost of the land; and

WHEREAS, in 1992, the Board of Legislators ("BOL") approved the creation of the NHLA Program to support the development of affordable housing in the County. The NHLA program was set up with income requirements based on the adopted *Westchester County Affordable Housing Plan Statement of Need* ("Statement of Need") dated June 4, 1992, which identified housing needs in the County, and stated that "middle income households will require further support...hence the need for the County to target this population group as well." Middle income was defined in the Statement of Need as households earning between 80% and 120% of the AMI. However, the NHLA Program has historically served households earning up to 80% of AMI for homeownership developments. Therefore, to formalize a change to include up to 100% AMI, and prior to moving forward with this transaction the Department of Planning will submit legislation to the BOL requesting its approval to amend the 1992 NHLA program regulations to permit homeownership developments to serve households with income of up to 100% of the AMI for developments that receive a funding award from the State of New York Homes and Community Renewal program known as Affordable Homeownership Opportunity Program ("AHOP"). Furthermore, the legislation will require that the future homeowners must be first time homeowners; and.

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be purchased at a sales price set at 80% of the Westchester County Area Median Income ("AMI") by households who earn at or below 100% of the AMI; and

WHEREAS, the County will transfer ownership of the Property to the Developer to construct a mix of studios, one, two and three-bedroom apartments to be purchased by eligible first time home buyer households, pursuant to an approved Affirmative Fair Housing Marketing Plan, for a minimum of 50 years; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend Capital Project BPL30 NHLA II to add the Property, 455 Main Street; City of New Rochelle, and authorize bonding in a not to exceed amount of \$7,560,000 to develop the Property; and

WHEREAS, the Development is subject to approvals by the City of New Rochelle; and

WHEREAS, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board’s adopted long-range land use and development policies, by contributing to the development of “a range of housing types” “affordable to all income levels”; and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with acquisition of the Property; and

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Affordable AFFH Units, including an appraisal, recommends that the County provide financial assistance in a not-to-exceed amount of \$7,560,000 from BPL30 NHLA II for property acquisition; and be it further

RESOLVED, that the Westchester County Planning Board amends its report on the 2024 Capital Project requests to include 455 Main Street in the City of New Rochelle, as a new component project in Capital Project BPL30 under the heading of Buildings, Land and Miscellaneous.

Adopted this 6th day of February 2024.


Richard Hyman, Chair

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,560,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED ON 455 MAIN STREET, IN THE CITY OF NEW ROCHELLE, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,560,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,560,000 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 other laws applicable thereto, bonds of the County in the aggregate amount of \$7,560,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 0.4 acres of real property located on 455 Main Street, in the City of New Rochelle (the “AFFH Property”) from the current owner(s) of record at a cost of \$7,560,000, including acquisition and settlement costs, in order to support the construction of 126 affordable housing units

(“AFFH”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 126 affordable AFFH rental units at the aggregate estimated maximum cost of \$7,560,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development LLC (the “Developer”), its successors or assigns. The Developer will construct a project which will include 126 affordable AFFH homeownership units on the AFFH Property. The County’s acquisition of the AFFH Property is 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 and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$7,560,000. The plan of financing includes the issuance of \$7,560,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$7,560,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose 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 Bond Act, in the maximum amount of \$7,560,000. 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 \$7,560,000 as the estimated maximum 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 section 30.00 relative to the authorization of the issuance of bond anticipation notes and the renewals thereof, and of sections 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, and 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 bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds and 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 section 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 and 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 \$7,560,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED ON 455 MAIN STREET, IN THE CITY OF NEW ROCHELLE, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,560,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,560,000 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 purchase of approximately 0.4 acres of real property located on 455 Main Street, in the City of New Rochelle (the "AFFH Property") from the current owner(s) of record at a cost of \$7,560,000, including acquisition and settlement costs, in order to support the construction of 126 affordable housing units that will affirmatively further fair housing ("AFFH"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 126 affordable AFFH homeownership units at the aggregate estimated maximum cost of \$7,560,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development LLC (the "Developer"), its successors or assigns. The Developer will construct a project which will include 126 affordable AFFH homeownership units on the AFFH Property. The County's acquisition of the AFFH Property is set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness:

\$7,560,000 - thirty (30) 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 Form

Project ID: *
BPL30

☒ CBA

Fact Sheet Date: *
04/23/2024

Fact Sheet Year *
2024

Project Title: *
NEW HOMES LAND ACQUISITION
II

Legislative District ID:
10

Category *
BUILDINGS, LAND &
MISCELLANEOUS

Department *
PLANNING

Unique Identifier
2545

Overall Project Description

This is a continuation of project BPL10 New Homes Land Acquisition Fund (NHLA). NHLA provides funds to acquire property for the construction of fair and affordable housing. The purpose of the Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities. This is a general fund, specific projects are subject to a Capital Budget Amendment.

☐ Best Management

☐ Energy Efficiencies

☐ Infrastructure

☐ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☒ Other

Other Details

Five Year Capital Program (in Thousands)

	Estimate d Ultimate Total Cost	Prior Appropri ation	2024	2025	2026	2027	2028	Under Review
Gross	104,500	104,500	0	0	0	0	0	0
Less Non- County Shares	0	0	0	0	0	0	0	0
Net	104,500	104,500	0	0	0	0	0	0

Expended Obligated Amount (in thousands)
54,851

Current Bond Request / Description:

Bonding is requested to finance the acquisition of approximately 0.4 acres of real property located at 455 Main Street in the City of New Rochelle and identified on the tax maps as Section 1; Block 228; Lot 200 (the "Property") in order to construct 126 units of ownership housing that will Affirmatively Further Fair Housing (the "Affordable AFFH Units"). The Development will also include 3,500 square feet and 101 parking spaces which will be separately owned and not part of the County transaction.

Financing Plan for Current Request:

Bond/Notes: 7,560,000

Cash: 0

Non-county
Shares: 0

Total: 7,560,000

SEQR Classification

TYPE I

Amount Requested

7,560,000

PPU

Description

Amount

Years

Expected Design Work Provider

☐ County Staff

☐ Consultant

☒ Not Applicable

Comments

A Capital Budget Amendment ("CBA") is requested to add the property to Capital Projects BPL30 and to authorize the County to purchase the vacant land from the current owner for an amount not to exceed \$7,560,000 to support the construction of one 17-story residential buildings with 126 Affordable AFFH ownership units, 3,500 square feet of retail space and 101 parking spaces (retail and parking will be separately owned and not part of the County transaction). Upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the units will be marketed to households who earn less than 100% of the County Area Median Income for a period of no less than 50 years, and further that the units will be sold and marketed to eligible households under an approved Affordable Housing Marketing plan. The County will then convey ownership to WBP Development LLC (the "Developer") its successors or assigns for one dollar (\$1.00).

Energy Efficiencies:

THE BUILDING WILL BE CONSTRUCTED WITH ENERGY EFFICIENT APPLIANCES, LIGHTING, HEATING AND COOLING SYSTEMS AND WATER-CONSERVING FIXTURES. THE DEVELOPMENT IS DESIGNED TO MEET THE STANDARDS OF BOTH LEED SILVER AND NYS HCR SUSTAINABILITY GUIDELINES.

Appropriation History

Appropriation Year	Amount	Description
2014	5,000,000	CONTINUATION OF THIS PROJECT
2016	2,500,000	CONTINUATION OF THIS PROJECT
2017	7,200,000	\$2,200,000 LAND ACQUISITION FOR MT HOPE PLAZA FOR MT HOPE COMMUNITY REDEVELOPMENT CORP, LOCATED AT 65 LAKE ST. WHITE PLAINS AND \$5,000,000CONTINUATION OF THIS PROJECT.
2018	8,000,000	CONTINUATION OF THIS PROJECT.
2019	5,000,000	CONTINUATION OF THIS PROJECT
2020	10,000,000	CONTINUATION OF THIS PROJECT
2021	16,800,000	CONTINUATION OF THIS PROJECT
2022	25,000,000	CONTINUATION OF THIS PROJECT
2023	25,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History
104,500,000

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
15	240	0	0	
15	235	1,840,000	1,830,000	ACQUISITION OF 80 BOWMAN AVENUE, VILLAGE OF RYE BROOK
15	204	460,000	460,608	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS ACQUISITION
15	267	284,000	284,375	ACQUISITION OF 322 KEAR STREET, YORKTOWN HEIGHTS
16	24	353,000	290,732	104 PINE STREET, CORTLANDT- COST OF ACQUISITION
16	21	197,000	191,659	27 WALDEN COURT, UNIT #M YORKTOWN - COST OF ACQUISITION
16	18	385,000	0	164 PHYLLIS COURT, YORKTOWN - COST OF ACQUISITION
16	56	400,220	388,541	9 WATSON ST-CORTLANDT
16	231	2,009,980	1,999,980	200 READER'S DIGEST ROAD CHAPPAQUA AFFIRMATIVELY FURTHERING AFFORDABLE HOUSING AMEND
16	53	219,050	0	18 MINKEL RD OSSINING
16	59	210,800	211,079	5 STANLEY AVE - OSSINING
16	50	228,800	207,286	112 VILLAGE RD YORKTOWN
17	172	1,250,000	1,250,000	ACQUISITION OF LAND AT 1847 CROMPOND ROAD PEEKSKILL
17	142	2,600,000	2,312,500	ACQUISITION OF LAND LOCATED ON ROUTE 22 IN LEWISBORO
17	209	0	0	PURCHASE OF LAND AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	77	2,100,000	2,100,000	PURCHASE OF LAND LOCATED AT 65 LAKE STREET IN WHITE PLAINS FOR FAIR HOUSING
18	123	787,500	787,507	PURCHASE PROPERTY AT 5 HUDSON STREET IN YONKERS TO PRESERVE AFFORDABLE AFFH RENTAL UNITS
18	186	3,000,000	3,000,000	PURCHASE OF REAL PROPERTY AT 25 SOUTH REGENT STREET IN PORT CHESTER TO FURTHER FAIR HOUSING
18	159	1,000,000	1,000,000	PURCHASE OF PROPERTY LOCATED AT HALSTEAD AVENUE TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
18	155	0	0	PURCHASE PROPERTY TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
19	68	1,765,000	1,765,000	PURCHASE AND SUBSEQUENT CONVEYANCE OF PROPERTY LOCATED AT 227 ELM STREET IN YONKERS
19	70	5,225,000	5,225,000	PURCHASE PROPERTY TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
19	150	2,340,000	2,419,325	PURCHASE OF REAL PROPERTY LOCATED AT 645 MAIN STREET IN PEEKSKILL, FOR FAIR HOUSING
19	171	306,000	305,325	FINANCE THE PURCHASE OF REAL PROPERTY, INCLUDING THREE UNIT RENTAL BUILDING AT 162 LINCOLN
19	182	1,375,000	0	
20	206	5,000,000	5,000,007	AFFORDABLE HOUSING DEVELOPMENT 62 MAIN STREET, TARRYTOWN
21	47	5,000,000	5,000,000	AFFORDABLE HOUSING - POINT ST AND RAVINE AVE YONKERS
21	84	3,825,000	3,825,063	AFFORDABLE AFFH UNITS - GREENBURGH 1 DROMORE ROAD
21	93	1,400,000	1,399,999	AFFORDABLE AFFH UNITS - 76 LOCUST HILL AVE YONKERS
21	190	5,000,000	4,999,999	500 MAIN STREET NEW ROCHELLE
21	178	5,000,000	4,999,999	AFFH 26 GARDEN ST NEW ROCHELLE
21	166	1,800,000	1,757,604	AFFH 51 MAPLE ST VILLAGE OF CROTON
22	154	1,900,000	1,900,031	32, 36-38 MAIN STREET AND 1-3 RIVERDALE AVENUE CITY OF YONKERS

Cash History

Year	Amount	Description
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Financing History Total
57,261,350

Recommended By:

Department of Planning
MLLL

Date
05/05/2024

Department of Public Works
RJB4

Date
05/06/2024

Budget Department
DEV9

Date
05/15/2024

Requesting Department
MLLL

Date
05/15/2024



NEW HOMES LAND ACQUISITION II (BPL30)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	104,500	104,500	54,851						
Non County Share			(688)						
Total	104,500	104,500	54,163						

Project Description

This is a continuation of project BPL10 New Homes Land Acquisition Fund (NHLA). NHLA provides funds to acquire property for the construction of fair and affordable housing. The purpose of the Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2014	5,000,000	Continuation of this project	COMPLETE
2016	2,500,000	Continuation of this project	COMPLETE
2017	7,200,000	\$2,200,000 Land acquisition for Mt Hope Plaza for Mt Hope Community Redevelopment Corp, located at 65 Lake St. White Plains and \$5,000,000 continuation of this project.	COMPLETE
2018	8,000,000	Continuation of this project.	COMPLETE
2019	5,000,000	Continuation of this project	COMPLETE
2020	10,000,000	Continuation of this project	COMPLETE
2021	16,800,000	Continuation of this project	COMPLETE
2022	25,000,000	Continuation of this project	DESIGN / CONSTRUCTION
2023	25,000,000	Continuation of this project	DESIGN / CONSTRUCTION
Total	104,500,000		

NEW HOMES LAND ACQUISITION II (BPL30)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	104,500,000	54,938,308	49,561,692
Others		688,010	(688,010)
Total	104,500,000	55,626,319	48,873,681

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
204 15	460,000	12/15/17	388,647	(609)
		12/15/17	71,360	
		12/15/17	603	
235 15	1,840,000	12/15/16	1,830,000	10,000
240 15				
267 15	284,000	12/15/17	239,947	(376)
		12/15/17	44,057	
		12/15/17	372	
18 16	385,000			385,000
21 16	197,000	12/15/16	191,659	5,341
24 16	353,000	12/15/16	290,732	62,268
56 16	400,220	12/15/17	327,838	11,679
		12/15/17	60,194	
		12/15/17	509	
59 16	210,800	12/15/17	178,102	(279)
		12/15/17	32,701	
		12/15/17	276	
50 16	228,800	12/15/17	174,902	21,513
		12/15/17	32,114	
		12/15/17	271	
53 16	219,050			219,050
231 16	2,009,980	12/15/16	1,999,980	10,000
142 17	2,600,000	12/01/21	2,312,500	287,500
172 17	1,250,000	12/10/18	1,250,000	
209 17				
77 18	2,100,000	12/10/19	1,205,036	
		12/10/19	237,964	
		12/01/21	657,000	
123 18	787,500	10/28/20	690,728	(8)
		10/28/20	96,780	
		10/28/20	26,688	
		10/28/20	(26,688)	
155 18				

NEW HOMES LAND ACQUISITION II (BPL30)

159	18	1,000,000	12/10/19	835,090	
			12/10/19	164,910	
186	18	3,000,000	12/10/19	2,505,271	
			12/10/19	494,729	
68	19	1,765,000	12/10/19	1,473,935	
			12/10/19	291,065	
70	19	5,225,000	12/10/19	4,363,348	
			12/10/19	861,652	
150	19	2,340,000	10/28/20	2,052,449	(79,325)
			10/28/20	287,575	
			10/28/20	79,302	
171	19	306,000	12/01/21	305,325	675
182	19	1,375,000			1,375,000
206	20	5,000,000	12/01/21	5,000,000	
47	21	5,000,000	12/01/21	5,000,000	
84	21	3,825,000			3,825,000
93	21	1,400,000	12/01/22	1,273,444	
			12/01/22	126,556	
166	21	1,800,000			1,800,000
178	21	5,000,000	12/01/22	4,548,013	
			12/01/22	451,987	
190	21	5,000,000	12/01/22	4,548,013	
			12/01/22	451,987	
154	22	1,900,000			1,900,000
Total		57,261,350		47,428,921	9,832,429

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.4 acres of real property located at 455 Main Street in the City of New Rochelle and to subsequently convey said property for the purpose of creating 126 affordable condominium ownership housing units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years

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

Section 1. The County of Westchester (the “County”) is hereby authorized to purchase from the current owner(s) of record approximately +/- 0.4 acres of real property located at 455 Main Street in the City of New Rochelle (the “Property”) to construct one hundred twenty-six (126) affordable condominium ownership housing units that will affirmatively further fair housing (the “Affordable AFFH Units”) as set forth in 42 U.S.C. Section 5304(b)(2).

§2. The County is hereby authorized to purchase the Property for an amount not to exceed SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND (\$7,560,000) DOLLARS.

§3. The County is hereby authorized to convey the Property to WBP Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction, for One (\$1.00) Dollar to construct the Affordable AFFH Units that will be marketed to households with an income at or below 100% of Westchester County area median income (“AMI”), and sold at a sales price set at 80% of AMI, that will remain affordable for a period of not less than fifty (50) years, and will be marketed and sold in accordance with an approved affirmative fair housing marketing plan, noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as

established by the U.S. Department of Housing and Urban Development.

§4. The County is hereby authorized to grant and accept any and all property rights necessary in furtherance hereof.

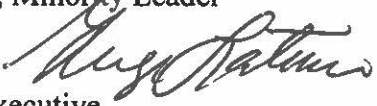
§5. The transfers of the Property shall be by such deeds as approved by the County Attorney.

§6. The County Executive or his duly 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.

May 31, 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 – Prisoner
Transportation – Greenburgh.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County of Westchester to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County of Westchester to enter into an intermunicipal agreement ("IMA") with the Town of Greenburgh ("Greenburgh") for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse to Greenburgh an amount not to exceed \$105,355.00 in 2024 and an amount not to exceed \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00. This IMA will allow the County to reimburse Greenburgh for the costs incurred by Greenburgh to transport prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to Greenburgh for round trip prisoner transportation in 2024 will be at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2025, Greenburgh will be reimbursed as follows: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 per hour per police officer where the round trip exceeds two (2) hours in duration. The County will also reimburse Greenburgh for the actual and reasonable cost of meals provided to post-arraignment prisoners.

I believe that this IMA with Greenburgh is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/MB
Att.

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

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester (“County”) is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”) in order to reimburse Greenburgh the annual amount of \$105,355.00 in 2024 and \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Greenburgh for the costs incurred by Greenburgh to transport prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail.

Your Committee is further advised that reimbursement to Greenburgh for round trip prisoner transportation in 2024 will be at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2025, Greenburgh will be reimbursed as follows: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 per hour per police officer where the round trip exceeds two (2) hours in duration. The County

will also reimburse Greenburgh for the actual and reasonable cost of meals provided to post-arraignment prisoners.

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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: , 2024

White Plains, New York

COMMITTEE ON:

C:MB 4/22/24

FISCAL IMPACT STATEMENT

SUBJECT: Town of Greenburg Prisoner Transport 2024-2025

☐ 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 \$ 105,355

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses:

Annual Amount \$ _____

Describe: 2025- \$ 107,462

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: 

Budget Director

5/02/24

If you need more space, please attach additional sheets.

ACT NO. 2024- ____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the Town of Greenburgh in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$212,817.00.

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

Section 1. The County of Westchester (“County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”) in order to reimburse the municipality for the cost to transport prisoners round trip between Greenburgh and the Westchester County Jail located at Valhalla, New York, an amount not to exceed \$105,355.00 in 2024 and an amount not to exceed \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Greenburgh for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. For the term January 1, 2025 through December 31, 2025, Greenburgh will be reimbursed at the following rates: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 per hour per police officer where the round trip exceeds two (2) hours in duration. The County will also reimburse Greenburgh for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION--GREENBURGH

THIS 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

THE TOWN OF GREENBURGH, a municipal corporation of the State of New York having its office and place of business at 177 Hillside Avenue, Greenburgh, New York 10607

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: Annual reimbursement to the Municipality for prisoner transportation services in 2024 shall not exceed ONE HUNDRED FIVE THOUSAND, THREE HUNDRED FIFTY-FIVE (\$105,355.00) DOLLARS and in 2025 shall not exceed ONE HUNDRED SEVEN THOUSAND, FOUR HUNDRED SIXTY-TWO (\$107,462.00) DOLLARS, for a total contract amount for the two-year term of TWO HUNDRED TWELVE THOUSAND, EIGHT HUNDRED SEVENTEEN (\$212,817.00) DOLLARS. The Municipality shall be reimbursed by the County at the following flat rates, which include personnel and mileage expenses:

2024

\$287.93 per round trip - eight (8) or fewer prisoners

\$432.52 per round trip – more than eight (8) prisoners; or
when inordinate delays in the processing of prisoners by Department of Correction results in a round trip exceeding two (2) hours in duration, then reimbursement shall be at the rate of \$125.57 per hour per police officer.

2025

\$293.68 per round trip - eight (8) or fewer prisoners

\$441.17 per round trip – more than eight (8) prisoners; or
when inordinate delays in the processing of prisoners by Department of Correction results in a round trip exceeding two (2) hours in duration, then reimbursement shall be at the rate of \$126.04 per hour per police officer.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2024 and shall expire on December 31, 2025. The County or the Municipality may, upon thirty (30) days written notice to the other party, terminate this Agreement in whole or in part when it 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 rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2024 - ____ adopted by the Westchester County Board of Legislators on _____, 2024, shall not exceed \$212,817.00. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE TOWN OF GREENBURGH

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act Number 2024 - _____
on the _____ day of _____ 2024.

Approved by the Town Board of the Town of Greenburgh
on the _____ day of _____, 2024.

Approved:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/Greenburgh/MA-2024-25 CON133764

Town Attorney
Town of Greenburgh

MUNICIPALITY'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, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public

County

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

(Name of Municipality)

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

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

(Town Board, Village Board, City Council)

(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 known to be the _____, _____ (title) of _____ 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"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$5,000,000 (c.s.l) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). 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.

May 31, 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 – Prisoner
Transportation – Yonkers.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester County

George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport, at its own expense, prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse Yonkers an amount not to exceed \$320,000.00 in 2024, and \$326,400.00 in 2025, for a total amount not to exceed \$646,400.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Yonkers for the costs incurred by Yonkers to transport prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers in 2024 for round trip prisoner transportation, will be at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. In 2025, Yonkers will be reimbursed as follows: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and \$437.23 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Yonkers for the actual and reasonable cost of meals provided to post-arraignment prisoners.

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

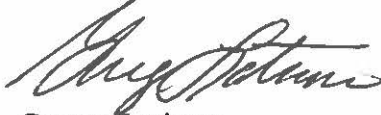
Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



I believe that this IMA with Yonkers is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/mb
Att.

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

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse Yonkers an amount not to exceed \$320,000.00 in 2024 and \$326,400.00 in 2025, for a total aggregate amount not to exceed \$646,400.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Yonkers for the costs incurred by Yonkers to transport prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Your Committee is further advised that reimbursement to Yonkers will be for round trip transportation and will be based on the per trip labor costs of detention officers and for vehicle usage. Reimbursement to Yonkers for prisoner transportation in 2024 will be at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. In 2025, Yonkers will be reimbursed as follows: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and

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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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that adoption of the annexed Act requires an affirmative vote of a majority of the voting strength of the Board.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:MB 4/2/24

FISCAL IMPACT STATEMENT

SUBJECT: City of Yonkers Prisoner Transport 2024-2025

☐ 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 \$ 320,000

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

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

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025- \$ 326,400

To reimburse the municipality for transporting prisoners. Rates will be based on contract rates.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: N/A

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____

Budget Director

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$646,400.00.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of Yonkers (“Yonkers”) in order to reimburse Yonkers for the cost to transport prisoners round trip between Yonkers City Court and the Westchester County Jail located at Valhalla, New York, in an amount not to exceed \$320,000.00 in 2024 and \$326,400.00 in 2025, for a total aggregate amount not to exceed \$646,400.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following rates: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and \$437.23 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of sixty-seven cents (\$.67), or at the then current

Internal Revenue Service mileage reimbursement rate for the term of the IMA. Yonkers will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—YONKERS

THIS 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, Yonkers, New York 10601

(hereinafter referred to as the “County”)

and

THE CITY OF YONKERS, a municipal corporation of the State of New York, having its office and place of business at City Hall, Yonkers, New York 10701

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law, prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. PRISONER TRANSPORTATION: Except for prisoners arrested by Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. REIMBURSEMENT: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2024 - \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers and \$428.66 per round trip with four detention officers;

2025 - \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers and \$437.23 per round trip with four detention officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Yonkers and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

3. MEALS: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

3. TERM: This Agreement shall commence on January 1, 2024 and shall expire on December 31, 2025. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it 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 rendered prior to the effective date of termination.

4. PAYMENT: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2024 – ____ approved by the Westchester County Board of Legislators on _____, 2024, in 2024 shall not exceed \$320,000.00, and in 2025 shall not exceed \$326,400.00, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$646,400.00. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

5. INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule “A” of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder and for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. ENTIRE AGREEMENT: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

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

8. APPROVALS: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF YONKERS

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2024 - ____
on the 23rd day of January, 2023.

Approved by the City Council of the City of Yonkers on the _____ day of _____, 202__.

Approved:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/bara/DCR/24/133818/YONKERS Pris. IMA-2024-5

Corporation Counsel
City of Yonkers

MUNICIPALITY'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, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

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, 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

(Town Board, Village Board, City 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"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$5,000,000 (c.s.1) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). 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.

May 31, 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 – Prisoner
Transportation – New Rochelle.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of New Rochelle.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board:

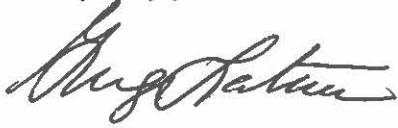
Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of New Rochelle ("New Rochelle") in order to reimburse New Rochelle an amount not to exceed \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed \$689,027.00 for the term commencing on January 1, 2024 and expiring on December 31, 2025. This IMA will allow the County to reimburse New Rochelle for the costs incurred by New Rochelle to transport prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to New Rochelle for round trip prisoner transportation will be at the following rates: \$91.83 per hour per police officer and \$53.87 per hour per community service officer in 2024; and \$94.58 per hour per police officer and \$55.49 per hour per community service officer in 2025. Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. New Rochelle will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, and for the actual and reasonable cost of meals provided to post-arraignment prisoners.

I believe that this IMA with New Rochelle is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/mb
Att.

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

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester (“County”) is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of New Rochelle (“New Rochelle”) in order to reimburse New Rochelle in an amount not to exceed \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed \$689,027.00 for the term commencing on January 1, 2024 and expiring on December 31, 2025. This IMA will allow the County to reimburse New Rochelle for the costs incurred by New Rochelle to transport prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail.

Your Committee is further advised that reimbursement to New Rochelle for hourly wage and fringe benefit costs for round trip prisoner transportation will be at the following rates:

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87per hour

2025	Police Officer	\$94.58 per hour
	Community Service Officer	\$55.49 per hour

Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. New Rochelle will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, and for the actual and reasonable cost of meals provided to post-arraignment prisoners.

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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the attached Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

C:MB 4/22/24

FISCAL IMPACT STATEMENT

SUBJECT: City of New Rochelle Prisoner Transport 2024-2025

☐ 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 \$ 337,758

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

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

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025 - \$ 351,269.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: 

Budget Director

5/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of New Rochelle in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$689,027.00.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of New Rochelle (“New Rochelle”) in order to reimburse the municipality for the cost to transport prisoners round trip between New Rochelle and the Westchester County Jail located at Valhalla, New York, in the amount not to exceed \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed SIX HUNDRED EIGHTY-NINE THOUSAND, TWENTY-SEVEN (\$689,027.00) DOLLARS. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse New Rochelle for hourly wage and fringe benefit costs for prisoner transportation at the following rates:

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87 per hour
2025	Police Officer	\$94.58 per hour
	Community Service Officer	\$55.49 per hour

Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. The County will also reimburse New Rochelle for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage

reimbursement rate, and for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—NEW ROCHELLE

THIS 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

THE CITY OF NEW ROCHELLE, a municipality of the State of New York having its office and place of business at 475 North Avenue, New Rochelle, New York 10801

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse the Municipality

for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the hourly wage and fringe benefit costs indicated in Schedule "A" which is attached hereto made a part hereof, up to a maximum of five (5) hours per round trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, between the City Court of New Rochelle and the Westchester County Jail which is deemed to be fourteen (14) miles each way.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2024 and shall expire on December 31, 2025. The County, upon thirty (30) days written notice to the Municipality, may terminate this Agreement in whole or in part when it deems it to be in its best interest to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably

necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The annual cost of this Agreement in 2024 shall not exceed \$337,758.00, and in 2025 shall not exceed \$351,269.00 for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$689,027 as authorized by Westchester County Board of Legislators by Act No. 2024 - _____ adopted on _____, 2024. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule “B” of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF NEW ROCHELLE

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

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

Approved by the City Council of the City of New Rochelle on the _____ day of _____, 2024.

Approved:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
k/bara/DCR/24/24-25NR Prisoner Transport IMA CON133766

Corporation Counsel
City of New Rochelle

MUNICIPALITY'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, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

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, 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

(Town Board, Village Board, City 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

**City of New Rochelle
New York**

SCHEDULE "A"

**REIMBURSEMENT
PRISONER TRANSPORTATION
YEAR 2024 - 2025**

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87 per hour
2025	Police Officer	\$ 94.58 per hour
	Community Service Officer	\$55.49 per hour

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$5,000,000 (c.s.1) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). 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.

May 31, 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 – Prisoner
Transportation – Peekskill.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Peekskill.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport, at its own expense, prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York ("Westchester County Jail"). In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Peekskill ("Peekskill") for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse Peekskill an amount not to exceed \$214,000 in 2024 and an amount not to exceed \$219,000 in 2025, for a total not to exceed amount of \$433,000. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill and the Westchester County Jail.

The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage to and from the Westchester County Jail, which is agreed to be 20 miles each way. The County will also reimburse Peekskill for the actual and reasonable cost of meals provided to post-arraignment prisoners.



I believe that this IMA with the City of Peekskill is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/mb

Att.

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

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester (“County”) is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York (“Westchester County Jail”). In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Peekskill (“Peekskill”) for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse Peekskill in an amount not to exceed \$214,000 in 2024 and \$219,000 in 2025, for a total amount not to exceed \$433,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill and the Westchester County Jail.

The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with

one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip.

Your Committee is further advised that reimbursement to Peekskill will be for round trip transportation and will be based on the per hour labor costs of police officers which range from \$56.83 to \$93.53 per hour, for a maximum of four hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage between the City Court of Peekskill and the Westchester County Jail, which is agreed to be twenty (20) miles each way, at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate for the term of the IMA. The County will also reimburse Peekskill for the actual and reasonable cost of meals provided to post-arraignment prisoners.

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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:MB 4/29/24

FISCAL IMPACT STATEMENT

SUBJECT: City of Peekskill Prisoner Transport 2024-2025

☐ 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 \$ 214,000

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

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

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025- \$ 219,000

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: Lauren C. Long

Budget Director

5/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$433,000.00.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of Peekskill (“Peekskill”) in order to reimburse the municipality for the cost to transport prisoners round trip between Peekskill and the Westchester County Jail located at Valhalla, New York, an amount not to exceed \$214,000.00 in 2024, and an amount not to exceed \$219,000.00 in 2025, for a total not to exceed amount of \$433,000.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage between the City Court of Peekskill and the Westchester County Jail, which is agreed to be twenty (20) miles each way, at the rate of sixty-seven (\$.67) cents per mile, or at the then current Internal Revenue Service mileage rate for the term of the IMA. Peekskill will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION--PEEKSKILL

THIS 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

THE CITY OF PEEKSKILL, a municipality of the State of New York having its office and place of business at 840 Main Street, Peekskill, New York 10566

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported between local municipalities and the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction

("Department") for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the hourly wage indicated in Schedule "A" which is attached hereto made a part hereof and up to a maximum of four (4) hours per officer per round trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate, between the City Court of Peekskill and the Westchester County Jail which is deemed to be twenty (20) miles each way.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the Municipality's monthly voucher submitted to the Department.

4. **TERM**: This Agreement shall commence on January 1, 2024 and shall expire on December 31, 2025. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it 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 rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of the Department. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep

and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The annual cost of this Agreement in 2024 shall not exceed \$214,000, and in 2025 shall not exceed \$219,000, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$433,000.00, as authorized by the Westchester County Board of Legislators by Act No. 2024 - _____, adopted on _____, 2024. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule “B” of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS:** This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF PEEKSKILL

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act Number 2024 - _____
on the _____ day of _____, 2024.

Approved by the City Council of the City of Peekskill on the _____ day of _____, 2024.

Approved
:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/Peekskill IMA 2024-5CON134040

MUNICIPALITY'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, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public

County

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, 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, that said
(Title of such person),

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

(Town Board, Village Board, City Council)

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"

PEEKSKILL REIMBURSEMENT

HOURLY RATE

2024:

POLICE OFFICER I \$56.83 per hour

POLICE OFFICER II \$91.70 per hour

2025:

POLICE OFFICER I \$57.97 per hour

POLICE OFFICER II \$93.53 per hour

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$5,000,000 (c.s.1) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). 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.



TO: Sunday Vanderberg, Clerk of the Board of Legislators

FROM: David Imamura , Legislator, 12th District
Emiljana Ulaj, Legislator, 9th District
Vedat, Gashi, Chair of the Board of Legislators, 4th District
Jose Alvarado, Vice-Chair of the Board of Legislators, 17th District
Tyrae Woodson-Samuels, Majority Leader, 13th District
Terry Clements, Majority Whip, 11th District
Margaret Cunzio, Minority Leader, 3rd District
James Nolan, Minority Whip, 15th District
Colin Smith, Legislator, 1st District
Erika Pierce, Legislator, 2nd District
Benjamin Boykin, II, Legislator, 5th District
Nancy Barr, Legislator, 6th District
Catherine Parker, Legislator, 7th District.
Jewel Williams Johnson, Legislator, 8th District
Judah Holstein, Legislator, 10th District
David Tubiolo, Legislator, 14th District
Shanae Williams, Legislator, 16th District

DATE: June 03, 2024

RE: An Act establishing a program to assist with dwelling safety measures
for survivors of domestic violence

Please place the attached proposal, an Act establishing a program to assist with dwelling safety measures for survivors of domestic violence, on the agenda for the June, 03, 2024 meeting of the Westchester County Board of Legislators so that it may be referred to the appropriate committees.

Thank you.

cc: Marcello Figueroa, Legislative Director
Dylan Tragni, Chief of Staff

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends passage of “An Act establishing a program to assist with dwelling safety measures for survivors of domestic violence.”

Your Committee recognizes that survivors of domestic and gender-based violence may face situations where they are unable to secure their homes. As such, survivors of domestic and gender-based violence are often driven from their homes when their abusers have keys or access to their dwellings. These situations are extremely dangerous, not only for the survivors, but also for any children in their care.

Your Committee acknowledges that domestic violence has been found to be one of the top drivers of homelessness. According to the U.S. Department of Health and Human Services, during just one day in 2015, over 31,500 adults and children fleeing domestic violence found refuge in domestic violence emergency shelters or transitional housing programs, and on that same day, domestic violence programs were unable to meet over 12,197 requests for services because of a lack of funding, staffing, or other resources. Sixty-three percent (7,728) of unmet requests were for housing. Survivors of domestic and gender-based violence should not be put into positions where a lack of security and safety is forcing them to leave their home. Instead, survivors of domestic and gender-based violence should be given the ability to stay in their homes and rebuild their lives in their own communities.

Your Committee has been advised that the goal of this proposed Act is to enable survivors of domestic and gender-based violence to stay in their homes and communities, if they so choose. To

ensure the choice to remain in one's home is available to survivors of domestic and gender-based violence, this Act will establish a program that offers free lock changes and installation of a home security camera at a survivor's dwelling. Under the program, the Westchester County Office for Women will contract and work with designated community-based organizations to administer the program. One or more designated organizations will, among other things: conduct intake with survivors to determine program eligibility, coordinate with licensed vendors regarding the installation of dwelling safety measures, and conduct education and outreach about the program, as outlined in the Act.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed Act does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. 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 the adoption of this Act.

Dated: , 2024
White Plains, New York

COMMITTEE ON

SCM 6/3/2024

An Act establishing a program to assist with dwelling safety measures for survivors of domestic and gender-based violence.

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

Section 1. This Act institutes a program to assist survivors of domestic and gender-based violence with dwelling safety measures, such as new locks and security camera installation.

Section 2. Definitions.

For the purposes of this Act, the following terms have the following meanings:

1. **Community-based Organization.** A nonprofit organization that provides services to Survivors regardless of language spoken, gender identity, sexual orientation, criminal history, income, or immigration status.
2. **Designated Organization.** A Community-based Organization designated by the Director, pursuant to Section 3 of this Act, to administer the Program.
3. **Director.** The Director of the Westchester County Office for Women, or the Director's designee.
4. **Dwelling.** Any building or structure, or portion thereof, which is occupied in whole or in part as the home, residence, or sleeping place of one or more individuals, and which is occupied by an Eligible Household.
5. **Dwelling Safety Measures.** The provision of Lock Changes and/or Home Security Camera Installation.
6. **Eligible Household.** A household that meets the following criteria:
 - a. Includes a Survivor;

- b. Such Survivor resides in the County; and
 - c. Any other criteria deemed appropriate by the Director to further the purposes of the Program, except that, to the extent allowed under applicable law, such criteria shall not relate to the consumer credit history, criminal history, or immigration status of such Survivor or of any other member of such Survivor's household.
7. **Home Security Camera Installation.** One or more home security cameras provided to a Program Participant, including the installation of the camera(s) on the exterior of, or in, the Dwelling of a Program Participant.
8. **Locks.** Any lock on an exterior or interior door that provides access to the Dwelling.
9. **Lock Changes.** The provision of new Locks and keys for a Dwelling.
10. **Office.** The Westchester County Office for Women.
11. **Program.** The program required by Section 3 of this Act.
12. **Program Participant.** Any Survivor who is a member of an Eligible Household that a Designated Organization selects, following its intake process, to participate in the Program.
13. **Survivor.** A person who has experienced or reported domestic violence or gender-based violence. For the purposes of this definition, status as a Survivor is established by self-identification, documentation from an agency or Community-based Organization, or an order of a court of competent jurisdiction.

Section 3. Program Established.

1. The Office shall administer contracts with Designated Organizations to provide, where permitted by applicable law, Dwelling Safety Measures for the Dwelling of each Program Participant.
2. The Director shall:

- a. Develop and monitor policies, standards, and operational procedures for the Program.
 - b. Establish a list of qualified Community-based Organizations, from which the Director shall select one or more Designated Organizations, in accordance with County procurement procedures, to implement and administer the Program; and
 - c. Provide an application for such Program for potential Program Participants to be kept on record by each Designated Organization.
3. After contracting with the Office to implement and administer the Program, a Designated Organization shall make a reasonable effort to ensure compliance with each of the following:
 - a. Conduct appropriate intake to determine whether Survivors will become Program Participants. Intake shall include consideration of prior use of the Program by a Survivor;
 - b. Any Lock Changes or Home Security Camera Installation made as part of the Program may only be performed by a vendor licensed as required by local, state, or federal law. Lock Changes must be performed in compliance with applicable federal, state, and local laws;
 - c. Prior to commencing Lock Changes under the Program, such Lock Changes shall not result in illegally locking out a lawful occupant of the Dwelling. Such reasonable efforts to ensure this may include one or all of the following:
 - i. If the Program Participant is a tenant of a rented Dwelling, the Program Participant shall provide the Designated Organization with a copy of the applicable lease, sublease, or rental agreement, identifying the Program Participant as a tenant.

- ii. If the Program Participant is the owner of a Dwelling, the Program Participant shall provide the Designated Organization with a copy of the deed to the property, identifying the Program Participant as the owner or grantee.
 - iii. If a perpetrator of domestic or gender-based violence resides in the Eligible Household and/or the perpetrator's name is on the lease or deed for the Dwelling, the Survivor shall provide the Designated Organization with a copy of a court order then in effect, which vacates the perpetrator from the Dwelling and identifies the Survivor as the protected party.
 - d. Coordinate with any such Program Participant, prioritizing the safety and privacy of such Program Participant, to notify the owner, leaseholder, or landlord of a Dwelling of the Lock Changes and/or Home Security Camera Installation, as appropriate and/or required by the terms of the Program Participant's lease, sublease, or rental agreement. This may include entering into a license agreement to gain access to the Dwelling, including any premises in which such Dwelling is located, for the purposes described in this Act. Such license agreement may include insurance, liability, and/or indemnity provisions.
4. Lock Changes and/or Home Security Camera Installation shall be provided to Program Participants as soon as possible after a determination of the Program Participants' eligibility and selection for such Program and, to the extent practicable, within seven (7) days after such determination.

Section 4. Education and Outreach.

Each Designated Organization shall conduct outreach and education, including written materials, to educate the public about the Program. The Designated Organization shall distribute such

materials to shelters (including domestic violence shelters), appropriate facilities operated by County departments, law enforcement agencies, appropriate courts within the County, Community-based Organizations, and other organizations as deemed appropriate. Such materials shall also be made available on the Designated Organization's website. Such materials shall include:

1. A detailed explanation of the Program, including an indication that there is no cost to Survivors or Program Participants associated with the Program, and that immigration status does not need to be revealed;
2. Information on how the Program will be implemented and instructions for how to apply or make an appointment; and
3. Any other information as determined by the Director.

Section 5. Effective Date.

This Act shall take effect 180 days after enactment.

2024-313

HARRIS BEACH PLLC
ATTORNEYS AT LAW

May 24, 2024

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACH.COM

TAX AGREEMENT

CERTIFIED MAIL

#9589071052700100599548

Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

Re: Miroza Tower LLC ("Company") and City of Yonkers Industrial Development
Agency: Tax Agreement and NYS Form RP-412-a, "Application for Real
Property Tax Exemption"

Section 1, Block 502, Lot 1.10 and Section 1, Block 511, Lot 31
City of Yonkers, New York

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, the Assessor of the jurisdiction within which the above-referenced Premises is located, a completed and signed original "Application for Real Property Tax Exemption" on NYS Form RP-412-a with a copy of the underlying executed Tax Agreement.

Should you have questions, please contact me at (914) 298-3026. Thank you.

Very truly yours,



Adriana M. Baranello

Enclosures

Schedule A

Via Certified Mail

#9589071052700100599531

The Honorable George Latimer
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

#9589071052700100599517

County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

#9589071052700100599494

Executive Director
Westchester County Tax Commission
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail

#9589071052700100599470

Yonkers Corporation Counsel
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

Via Certified Mail

#9589071052700100599524

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

Via Certified Mail

#9589071052700100599500

Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

#9589071052700100599487

The Honorable Michael Spano
Mayor of the City of Yonkers
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701

Via Certified Mail

#9589071052700100599463

Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701
Attn: Assistant Assessor

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Not applicable</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Miroza Tower LLC
 Title _____
 Address P O Box 155
Lawrence, NY 11559

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest Telephone (516) 568-5259
 in an attached statement.

NO - IDA HAS A LEASEHOLD INTEREST IN THE PROPERTY

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 5/24/24 (date)
 to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Jaime McGill, Executive Director of _____
 Name Title
City of Yonkers Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

May 7, 2024
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers Industrial Development Agency
Street 470 Nepperhan Ave., Suite 200
City Yonkers, NY 10701
Telephone no. Day (914) 509-8659
Evening () _____
Contact Jaime McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Miroza Tower LLC
Street c/o CREFA Companies, 3611 14th Avenue,
City Brooklyn, NY 10701
Telephone no. Day () 516 568-5259
Evening () _____
Contact Jacob Klein
Title Authorized Representative

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 1.-502-1.10 and 1.-511-31
- b. Street address 44 Hudson Street and
56 Buena Vista Avenue (Off-Site Parking)
- c. City, Town or Village Yonkers
- d. School District City of Yonkers
- e. County Westchester
- f. Current assessment N/A
- g. Deed to IDA (date recorded; liber and page)
Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property shall be the site of the construction of a 25-story residential building; retail space, off-site parking, as described in attached Tax Agreement
- b. Type of construction Mixed Use (Residential / Retail)
- c. Square footage _____
- d. Total cost \$126,000,000 per
Occupant's Application to IDA
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2045

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See attached Tax Agreement

- b. Projected expiration date of agreement December 31, 2045

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

MIROZA TOWER LLC

TAX AGREEMENT

Dated as of May 17, 2024

Affected Tax Jurisdictions:

City of Yonkers
Westchester County
City of Yonkers Dependent School District

<u>Street Address</u>	<u>Tax Map Number</u>
44 Hudson Street	Section 1, Block 502, Lot 1.10
56-60 Buena Vista Avenue ("Off-Site Parking")	Section 1, Block 511, Lot 31

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of May 17, 2024, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **MIROZA TOWER LLC**, a New York limited liability company having offices c/o CREFA Companies, 3611 14th Avenue, Suite 514, Brooklyn, New York 11218 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company, for itself or on behalf of an entity to be formed has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (A) the acquisition or retention of a leasehold or other interest in certain land located at 44 Hudson Street York (Section 1, Block 502, Lot 1.10) and 56-60 Buena Vista Avenue (Section 1, Block 511, Lot 31) (the "Off-Site Parking"), City of Yonkers, New York, and any lands located in the City of Yonkers, New York, and occupied by license or easement during construction or improved by third parties for the benefit of the Project (collectively, the "Land"); (B) the construction on the Land of a new 25 story multi-family residential building containing: (i) approximately 250 residential rental units of which 25 units will be income restricted, (ii) residential amenities including among others a library, conference room, gym, a rooftop garden and children's playroom, (iii) approximately 1,699 square feet of retail space, and (iv) an on-site garage containing approximately 222 parking spaces as well as approximately 25 parking spaces at the Off-Site Parking (the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to hold a leasehold interest in the Land, Improvements and Equipment constituting the Facility pursuant to the terms and conditions contained in that certain Lease Agreement, dated as of May 17, 2024, by and between the Agency and the Company (the "Lease Agreement"); and

WHEREAS, the Agency proposes to lease the Facility back to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in that certain Leaseback Agreement, dated as of May 17, 2024, by and between the Agency and the Company (the "Leaseback Agreement"); and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Facility in accordance with the Application filed with the Agency; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2024** (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption

Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 (the "Payment Date") of each year beginning on September 1, 2025 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3.

All Tax Payments shall be mailed to the Agency at: 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3.

(iii)

Right to Grieve Assessed Value of the Property for Purposes of Calculating Full Taxes. Notwithstanding the foregoing, the Company shall have the right to institute a judicial or other review of the assessed value of the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligation to make the Tax Payments when due. Such judicial or other review shall only be for the purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Affected Tax Jurisdiction as taxable real property, but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund.

(iv) Right to Grieve Assessed Value of the Property for the Purposes of Calculating Special Charges. At any time during the term of this Agreement, the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special Charges and the Company shall be limited to the right to refunds related to grievances involving Special Charges.

- (v) Except as set forth herein, the Tax Payments as set forth in Schedule A shall not be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any taxes paid or to be paid.

(vi) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.3 Period of Benefits.

The tax benefits provided for herein shall be deemed to include: (i) the 2026 County tax year through the 2045 County tax year, and (ii) the 2025-2026 City tax year through the 2044-2045 City tax year. **This Tax Agreement shall expire on December 31, 2045** (with the understanding that the Company will be making a payment hereunder for the 2046 County tax year and the 2044-2045 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the

Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage fees ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.2 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after

the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback Agreement dated the date hereof, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII – Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attn: President/CEO
E-mail: jaime.mcgill@yonkersida.com

With copy to: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Shawn M. Griffin, Esq.
E-mail: sgriffin@harrisbeach.com

To the Company: Miroza Tower LLC
c/o CREFA Companies
3611 14th Avenue, Suite 514
Brooklyn, New York 11218
Attention: Menachem Weiss
E-mail: Yonkers@crefacorp.com

With copy to: Zarin and Steinmetz, LLP
81 Main Street, Suite 415
White Plains, New York 10601
Attn: David Steinmetz, Esq.
E-mail: david@zarin_steinmetz.com

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and

employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[The Balance of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

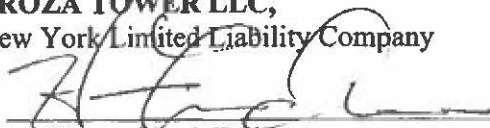
**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Jaime McGill

Title: Executive Director

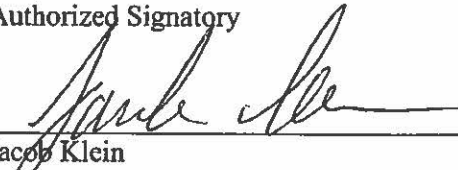
MIROZA TOWER LLC,
a New York Limited Liability Company

By: 
Name: Chaym Hersch Freidman
Title: Authorized Signatory

By: _____
Name: Jacob Klein
Title: Authorized Signatory

MIROZA TOWER LLC,
a New York Limited Liability Company

By: _____
Name: Chaym Hersh Freidman
Title: Authorized Signatory

By:  _____
Name: Jacob Klein
Title: Authorized Signatory

SCHEDULE A
to
Tax Agreement
Dated as of May 17, 2024
by and between
City of Yonkers Industrial Development Agency
and Miroza Tower LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

City Tax Year	County Tax Year	Tax Agreement Year	Percent of Full Taxes Paid	Estimated Tax Agreement Payment *
2025-2026	2026	1	Fixed Payment	\$510,000
2026-2027	2027	2	Fixed Payment	\$520,000
2027-2028	2028	3	32% of Full Taxes	\$535,482
2028-2029	2029	4	32% of Full Taxes	\$540,837
2030-2031	2030	5	34% of Full Taxes	\$580,385
2030-2031	2031	6	35% of Full Taxes	\$603,430
2031-2032	2032	7	36% of Full Taxes	\$626,877
2032-2033	2033	8	37% of Full Taxes	\$650,734
2033-2034	2034	9	43% of Full Taxes	\$763,821
2034-2035	2035	10	56% of Full Taxes	\$1,004,691
2035-2036	2036	11	58% of Full Taxes	\$1,050,978
2036-2037	2037	12	59% of Full Taxes	\$1,079,789
2037-2038	2038	13	60% of Full Taxes	\$1,109,072
2038-2039	2039	14	95% of Full Taxes	\$1,773,591
2039-2040	2040	15	95% of Full Taxes	\$1,791,327
2040-2041	2041	16	95% of Full Taxes	\$1,809,240

2041-2042	2042	17	96% of Full Taxes	\$1,846,567
2042-2043	2043	18	97% of Full Taxes	\$1,884,460
2043-2044	2044	19	98% of Full Taxes	\$1,922,927
2044-2045	2045	20	100% of Full Taxes	\$1,981,792

- The Agency interest in the Facility shall expire on **December 31, 2045**. The Company shall pay the 2046County tax bill and the 2046-2047 City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.
- Does NOT include Special District Charges - City will send separate bill.
- The Net Annual Amounts Payable sums are estimated.

EXHIBIT A

Parcel 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Hawthorne Avenue and the southerly side of Hudson Street;

RUNNING thence easterly along the southerly side of Hudson Street on a line forming an interior angle of 84 degrees 39 minutes 00 seconds, a distance of 202.44 feet to a point, which point is 50.12 feet westerly from Clinton Street;

THENCE southerly on a line forming an interior angle of 90 degrees 02 minutes 30 seconds, a distance of 100 feet to a point;

THENCE westerly on a line forming an interior angle of 89 degrees 57 minutes 30 seconds, a distance of 124.87 feet to a point;

THENCE northerly on a line forming an interior angle of 90 degrees 02 minutes 30 seconds, a distance of 15 feet to a point;

THENCE continuing westerly on a line forming an exterior angle of 90 degrees 02 minutes 30 seconds, a distance of 69.67 feet to a point on the easterly side of Hawthorne Avenue;

THENCE along the easterly side of Hawthorne Avenue in a northerly direction on a line forming an interior angle of 95 degrees 21 minutes 00 seconds, a distance of 85.37 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: 40 Hudson Street, Yonkers, NY

Section: 1 Block: 502 Lot: 1.10 (f/k/a Lots: 1, 6, 8, 9 & 10)

County: Westchester

Parcel 2A

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly line or side of Buena Vista Avenue at the southwest corner of Lot No. 54, now or late owned by Ellen A. Haulenbock; and

RUNNING THENCE southerly, along the easterly line or side of said Buena Vista Avenue, 50 feet to the northwesterly corner of Lot No. 60;

THENCE easterly, along the northerly line or side of Lot No. 60, 100 feet;

THENCE northerly, parallel with said easterly line or side of Buena Vista Avenue, 50 feet to the southerly line or side of Lot No. 54;

EXHIBIT A

THENCE westerly, along said southerly line or side of Lot No. 54, 100 feet to the point or place of BEGINNING.

Parcel 2B

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Buena Vista Avenue distant southerly from the southerly side of Hudson Street, 229 feet;

RUNNING THENCE easterly, at right angles with Buena Vista Avenue, a distance of 125 feet;

THENCE southerly, and parallel with said Buena Vista Avenue, a distance of 37 feet 6 inches;

THENCE westerly, and at right angles with said Buena Vista Avenue, a distance of 125 feet to the easterly side of Buena Vista Avenue;

THENCE northerly, along said easterly side of Buena Vista Avenue, 37 feet 6 inches to the point or place of BEGINNING.

FOR INFORMATION ONLY: 56-60 Buena Vista Avenue, Yonkers, NY

Section: 1 Block 511 Lot 31

County: Westchester (Parcel 2A)

FOR INFORMATION ONLY: 56-60 Buena Vista Avenue, Yonkers, NY

Section: 1 Block 511 Lot 30

County: Westchester (Parcel 2B)

HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

May 24, 2024

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

TAX AGREEMENT

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACH.COM

CERTIFIED MAIL

#9589071052700100599630

Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

Re: Warburton Avenue Apartments, LLC ("Company") and City of Yonkers
Industrial Development Agency: Tax Agreement and NYS Form RP-412-a,
"Application for Real Property Tax Exemption"

247 Woodworth Avenue (Section 2, Block 2115, Lot 38); 249 Woodworth Avenue
(Section 2, Block 2115, Lot 37); 247 (a/k/a 251) Woodworth Avenue (Section 2,
Block 2115, Lot 36); 253 Woodworth Avenue (Section 2, Block 2115, Lot 35); 255
Woodworth Avenue (Section 2, Block 2115, Lot 34); 248 Woodworth Avenue
(Section 2, Block 2116, Lot 16); 250 Woodworth Avenue (Section 2, Block 2116,
Lot 17); 254 Woodworth Avenue (Section 2, Lot 2116, Lot 18); 262-A Woodworth
Avenue (Section 2, Block 2116, Lot 21); 32 Point Street (Section 2, Block 2116,
Lot 22); 305 Warburton Avenue (Section 2, Block 2116, Lot 32); 309 Warburton
Avenue (Section 2, Block 2116, Lot 28); 317 Warburton Avenue (Section 2, Block
2116, Lot 27); 319 Warburton Avenue (Section 2, Block 2116, Lot 26); and 321
Warburton Avenue (Section 2, Block 2116, Lot 24)

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you,
the Assessor of the jurisdiction within which the above-referenced Premises is located, a
completed and signed original "Application for Real Property Tax Exemption" on NYS Form RP-
412-a with a copy of the underlying executed Tax Agreement.

Should you have questions, please contact me at (914) 298-3026. Thank you.

Very truly yours,



Adriana M. Baranello

Enclosures

Schedule A

Via Certified Mail

#9589071052700100599623

The Honorable George Latimer
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

#9589071052700100599609

County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

#9589071052700100599586

Executive Director
Westchester County Tax Commission
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail

#9589071052700100599562

Yonkers Corporation Counsel
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

Via Certified Mail

#9589071052700100599616

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

Via Certified Mail

#9589071052700100599593

Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

#9589071052700100599579

The Honorable Michael Spano
Mayor of the City of Yonkers
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701

Via Certified Mail

#9589071052700100599555

Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701
Attn: Assistant Assessor



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers IDA
Street 470 Nepperhan Ave., Suite 200
City Yonkers, New York 10701
Telephone no. Day (914) 509-8651
Evening () _____
Contact Jaime McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Warburton Avenue Apartments, LLC
Street 1000 University Avenue, Suite 500
City Rochester, New York 14607
Telephone no. Day () 585 324-0500
Evening () _____
Contact Barbara Ross
Title Chief Administrative Officer

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
Please see attached Schedule A
- b. Street address Please see attached Schedule A
- c. City, Town or Village City of Yonkers
- d. School District Yonkers Public Schools
- e. County Westchester
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)
Deed to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Construction, reconstruction, renovation and equipping of an approx. 93 income restricted studio and one-bedroom housing rental units for seniors aged 62 and over, with one manager's unit
- b. Type of construction _____
- c. Square footage _____
- d. Total cost _____
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2055

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See attached Tax Agreement

- b. Projected expiration date of agreement December 31, 2055

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Warburton Avenue Apartments, LLC
 Title Attn: Barbara Ross, Chief Administrative Officer
 Address 1000 University Avenue, Suite 500, Rochester, NY 10607

e. Is the IDA the owner of the property? ☒ Yes ☐ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone (585) 324-0500

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No see attached

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 5/24/24 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Marlyn Anderson, Secretary of City of Yonkers Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

5/15/24
 Date

X Marlyn Anderson
 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature

Question 6 Addendum:

Property has prior statutory exemption:

Y/N	Type	Parcel
YES	13350 – City Owned	247 Woodworth Avenue (Section 2, Block 2115, Lot 38)
YES	13350 – City Owned	249 Woodworth Avenue (Section 2, Block 2115, Lot 37)
YES	13350 – City Owned	247 (a/k/a 251) Woodworth Avenue (Section 2, Block 2115, Lot 36)
YES	13350 – City Owned	253 Woodworth Avenue (Section 2, Block 2115, Lot 35)
YES	13350 – City Owned	255 Woodworth Avenue (Section 2, Block 2115, Lot 34)
YES	13350 – City Owned	248 Woodworth Avenue (Section 2, Block 2116, Lot 16)
YES	13350 – City Owned	250 Woodworth Avenue (Section 2, Block 2116, Lot 17)
YES	13350 – City Owned	254 Woodworth Avenue (Section 2, Lot 2116, Lot 18)
YES	13350 – City Owned	262-A Woodworth Avenue (Section 2, Block 2116, Lot 21)
YES	13350 – City Owned	32 Point Street (Section 2, Block 2116, Lot 22)
NO		305 Warburton Avenue (Section 2, Block 2116, Lot 32)
NO		309 Warburton Avenue (Section 2, Block 2116, Lot 28)
YES	13350 – City Owned	317 Warburton Avenue (Section 2, Block 2116, Lot 27)
YES	13350 – City Owned	319 Warburton Avenue (Section 2, Block 2116, Lot 26)
NO		321 Warburton Avenue (Section 2, Block 2116, Lot 24)

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

WARBURTON AVENUE APARTMENTS, LLC

TAX AGREEMENT

Dated:

As of May 22, 2024

Street Addresses and Tax Map Nos.:

247 Woodworth Avenue (Section 2, Block 2115, Lot 38)
249 Woodworth Avenue (Section 2, Block 2115, Lot 37)
247 (a/k/a 251) Woodworth Avenue (Section 2, Block 2115, Lot 36)
253 Woodworth Avenue (Section 2, Block 2115, Lot 35)
255 Woodworth Avenue (Section 2, Block 2115, Lot 34)
248 Woodworth Avenue (Section 2, Block 2116, Lot 16)
250 Woodworth Avenue (Section 2, Block 2116, Lot 17)
254 Woodworth Avenue (Section 2, Lot 2116, Lot 18)
262-A Woodworth Avenue (Section 2, Block 2116, Lot 21)
32 Point Street (Section 2, Block 2116, Lot 22)
305 Warburton Avenue (Section 2, Block 2116, Lot 32)
309 Warburton Avenue (Section 2, Block 2116, Lot 28)
317 Warburton Avenue (Section 2, Block 2116, Lot 27)
319 Warburton Avenue (Section 2, Block 2116, Lot 26)
321 Warburton Avenue (Section 2, Block 2116, Lot 24)

City of Yonkers
Westchester County, New York

TAX AGREEMENT

THIS TAX AGREEMENT (the “Agreement”), dated as of May 22, 2024, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”) and **WARBURTON AVENUE APARTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application dated March 17, 2022 (the “Application”) to the Agency requesting the Agency's assistance with respect to a certain project (the “Project”) consisting of: (i) the acquisition or retention of the land commonly known as (i) 317 Warburton Avenue (Section 2, Block 2116, Lot 27); 319 Warburton Avenue (Section 2, Block 2116, Lot 26); 321 Warburton Avenue (Section 2, Block 2116, Lot 24); 262-A Woodworth Avenue (Section 2, Block 2116, Lot 21); 250 Woodworth Avenue (Section 2, Block 2116, Lot 17); 248 Woodworth Avenue (Section 2, Block 2116, Lot 16); 255 Woodworth Avenue (Section 2, Block 2115, Lot 34); 253 Woodworth Avenue (Section 2, Block 2115, Lot 35); 247 Woodworth Avenue (Section 2, Block 2115, Lot 36) (which may also be known as 251 Woodworth Avenue); 249 Woodworth Avenue (Section 2, Block 2115, Lot 37); and 247 Woodworth Avenue (Section 2, Block 2115, Lot 38), and 32 Point Street (Section 2, Block 2116, Lot 22) (collectively, the “Subject Property”); 305 Warburton Avenue (Section 2, Block 2116, Lot 32), 309 Warburton Avenue (Section 2, Block 2116, Lot 28), and 254 Woodworth Avenue (Section 2, Lot 2116, Lot 18) (collectively the “Private Property” which together with the Subject Property is the “Land”), City of Yonkers, New York; (ii) the construction, renovation, improving, maintaining and equipping on the Land of approximately 93 income restricted studio and one-bedroom affordable housing rental units for seniors aged 62 and over and one manager's unit, to be known as the James L. Simmons Senior Apartments (the “Improvements”); and (iii) the acquisition and installation in and around the Land and Improvements of certain items of equipment and other tangible personal property (the “Equipment”, which together with the Land and Improvements are the “Facility”); and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility pursuant to a certain lease agreement, dated as of May 22, 2024 (as may be amended, restated and/or supplemented from time to time, the “Company Lease Agreement”), by and between the Company, as lessor, and the Agency; as lessee; and

WHEREAS, the Agency will lease its interest in the Facility back to the Company and the HDfC pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of May 22, 2024 (as may be amended, restated and/or supplemented from time to time, the "Leaseback Agreement"; and, together with the Company Lease Agreement, the "Lease Agreements"), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2024** (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that: (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or

cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

The Company shall submit with each Tax Payment a certificate executed by the Company's managing member together with any applicable audit or other financial statements showing the Company's gross rental income at the Facility for the prior year (the "Tax Certificate"). The Company hereby agrees to provide any additional information requested by the Agency or its counsel not contained in the Tax Certificate as of its date of submission. The Company covenants to keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied and to have its financial statements examined annually by an independent public accountant. At the request of the Agency or its counsel, the Company will provide the Agency with any such audited financial statements.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 ("Payment Date") of each year beginning on September 1, 2025 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3.

All Tax Payments shall be mailed to the Agency at: City of Yonkers Industrial Development Agency (Attn: Executive Director), 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments or real estate taxes for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any tax payments or real estate taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving the Special Charges. Notwithstanding the foregoing or any provision to the contrary, the right of the Company to institute a grievance with respect to Real Estate Taxes shall be strictly limited by the terms of this Agreement; and

any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges. Notwithstanding any provision to the contrary, the Tax Payments as set forth in **Schedule A** shall not be contested, grieved, or refuted during and for the term of this Agreement and the Company shall not seek a refund of any Tax Payments paid or to be paid.

(iii) **Allocation.** The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

(iv) Notwithstanding anything to the contrary, in no event shall the Tax Payments in a given year exceed the amount that the Company would have paid in real property taxes for such year if the Agency were not in title, no exemption was available and the property were on the non-exempt side of the tax roll.

1.2 **Valuation of Future Additions to the Facility:** If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.3 **Period of Benefits.** The tax benefits provided for herein shall be deemed to include: (i) the 2026 County tax year through the 2055 County tax year and (ii) the 2025-2026 City tax year through the 2054-2055 City tax year. **This Tax Agreement shall expire on December 31, 2055** (with the understanding that the Company will be making a payment hereunder for 2056 County tax year and the 2055-2056 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided

for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage fees ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 the following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Lender (as defined in the Leaseback Agreement dated the date hereof), and/or the Company's investor member, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such Section 9.13 of the Leaseback Agreement, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, except that an assignment to a Related Person, as defined in the Leaseback Agreement shall require prior notice to, but not prior written consent of, the Agency, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed, provided however, in the event of a foreclosure by a Lender (as defined in the Leaseback Agreement) or the acceptance by a Lender of a deed in lieu of foreclosure, this Agreement shall remain in full force and effect, provided that all Tax Payments are being made and there are no arrears due to the Agency, for eighteen (18) months following (i) commencement of such foreclosure, or (ii) acceptance of a deed in lieu of foreclosure, whichever is earlier, which period may be extended upon request by the Lender in the reasonable discretion of the Agency.

Section VIII – Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: President/CEO

With Copy To: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Shawn M. Griffin, Esq.

To the Company: Warburton Avenue Apartments, LLC
c/o Conifer LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attn: General Counsel

With Copy To: Conifer Realty, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607
Attn: General Counsel

And to: Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Christopher N. Ollinick, Esq.

To the Lender: TD Bank, N.A.
1701 Route 70 East
Cherry Hill, New Jersey 08034
Attn: Susan Taylor, Vice President

With Copy To: Phillips Lytle LLP
28 E. Main Street, Suite 1400
Rochester, New York 14614
Attn: Victoria L. Grady, Esq.

To the Investor Member: RSE Warburton, LLC
c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, NY 10016
Attn: General Counsel

With Copy To: Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Roger W. Holmes, Esq.

To CDT: The Community Development Trust, LP
1350 Broadway, Suite 700
New York, New York 10018
Attention: Christopher Blair

With Copy To: Krooth & Altman LLP
1850 M Street NW, Suite 400
Washington, DC 20036
Attention: Andrew J. Rogers, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to

submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

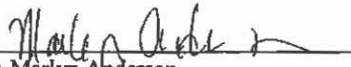
8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (except the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents (except the Company), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[The Balance of This Page Intentionally Left Blank]

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Marilyn Anderson
Title: Secretary

**WARBURTON AVENUE
APARTMENTS, LLC**

By: Warburton Avenue Apartments Managing
Member, LLC
By: Conifer Realty, LLC

By: _____
Name: Barbara Ross
Title: Chief Administrative Officer

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Marlyn Anderson

Title: Secretary

**WARBURTON AVENUE
APARTMENTS, LLC**

By: Warburton Avenue Apartments Managing
Member, LLC

By: Conifer Realty, LLC

By: Barbara Ross

Name: Barbara Ross

Title: Chief Administrative Officer

SCHEDULE A
to
Tax Agreement
Dated as of May 22, 2024
by and between
City of Yonkers Industrial Development Agency
and Warburton Avenue Apartments, LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

City Tax Year	County Tax Year	Tax Agreement Year	Percent of Full Taxes	Estimated Tax Payments
2025-2026	2026	1	Land Tax	52,000
2026-2027	2027	2	Land Tax	53,000
2027-2028	2028	3	30%	61,012
2028-2029	2029	4	30%	62,049
2029-2030	2030	5	33%	69,414
2030-2031	2031	6	33%	70,594
2031-2032	2032	7	35%	76,145
2032-2033	2033	8	35%	77,440
2033-2034	2034	9	37%	83,257
2034-2035	2035	10	37%	84,672
2035-2036	2036	11	40%	93,093
2036-2037	2037	12	40%	94,676
2037-2038	2038	13	45%	108,321
2038-2039	2039	14	50%	122,403
2039-2040	2040	15	55%	136,932
2040-2041	2041	16	57%	144,324

2041-2042	2042	17	60%	154,502
2042-2043	2043	18	65%	170,223
2043-2044	2044	19	70%	186,434
2044-2045	2045	20	75%	203,146
2045-2046	2046	21	80%	220,373
2046-2047	2047	22	85%	238,127
2047-2048	2048	23	90%	256,420
2048-2049	2049	24	95%	275,267
2049-2050	2050	25	95%	279,947
2050-2051	2051	26	95%	284,706
2051-2052	2052	27	97%	295,642
2052-2053	2053	28	97%	300,667
2053-2054	2054	29	97%	305,779
2054-2055	2055	30	99%	317,389

- Land Tax shall mean Full Taxes assuming unimproved land at the Facility.
- The Estimated Tax Payments sums are estimated and provided for illustrative purposes only.
- The Agency interest in the Facility shall expire on **December 31, 2055**. The Company shall pay the 2056 County tax bill and the 2055-2056 City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.
- Does NOT include Special District Charges - City will send separate bill.

RESOLUTION - 2024

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

WHEREAS, the County Executive having on the 22nd day of January, 2024, recommended the reappointment of Dr. Kecia Gaither of White Plains, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on January 22, 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 29th day of May, 2024 approved the reappointment of Dr. Kecia Gaither to the Westchester County African American Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 29, 2024
White Plains, New York

Three handwritten signatures are present. The top signature is in black ink and appears to be 'J. W.'. The middle signature is in blue ink and is more stylized. The bottom signature is in black ink and reads 'C. Park'.

COMMITTEE ON APPOINTMENTS

Dated: May 29, 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:

APPOINTMENTS

A handwritten signature in black ink, appearing to be "R. G.", with a long horizontal stroke extending to the right.

RESOLUTION - 2024

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

WHEREAS, the County Executive having on the 24th day of January, 2024, recommended the reappointment of Marisa Moran Sullivan of Pound Ridge, New York, as an at-large member of the Westchester County Domestic Violence Council, for a term to commence on January 24, 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 29th day of May, 2024 approved the reappointment of Marisa Moran Sullivan to the Westchester County Domestic Violence Council; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: May 29, 2024
White Plains, New York



COMMITTEE ON APPOINTMENTS

Dated: May 29, 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:

APPOINTMENTS

A handwritten signature in black ink, appearing to be a stylized 'R' or 'P' followed by a horizontal line.

**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 \$18,000,000 to finance capital project SM095 – Pumping Station Rehabilitation Program – Mamaroneck SSD ("SM095"). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance the cost of the design, construction management and construction of the rehabilitation of various pumping stations and improvements to the Mamaroneck Water Resource Recovery Facility, in and for the Mamaroneck Sanitary Sewer District, including incidental expenses.

The Department of Environmental Facilities ("Department") has advised that construction funding is for the rehabilitation of the Weaver Street, Fenimore Road, and Saxon Woods Pumping Stations. The work required in the pumping stations includes the replacement or repair of all mechanical, plumbing, fire protection, HVAC, odor control, electrical, instrumentation, structural, and architectural systems. This includes, but is not limited to, bar screens, pumps, piping and valves, gas and fire detection equipment, odor control equipment, conduit and wire, lighting, electrical distribution equipment, emergency generator, control panels, floors, walls, windows, and roofs. The Weaver Street Pumping Station will also include flood hazard mitigation measures to raise vulnerable equipment above the anticipated flood level. These stations suffer significant wear and tear due to constant use and require rehabilitation and replacement every 20 to 25 years. The Weaver Street Pumping Station was last rehabilitated in 1996, Fenimore in 1997, and Saxon Woods in 2000. The work will not only cover normal necessary replacement and rehabilitation, but also improve efficiency of the pumping stations by reducing energy usage and manpower costs. The Department is required to keep its equipment in a state of good repair in order to continue to adequately protect the environment in accordance with state and federal regulations.

Design is currently being undertaken by consultants and is expected to be completed by the second quarter of 2024. It is estimated that construction will take 24 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 SM095 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, SM095 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 29th, 2024
White Plains, New York

Lawrence Zelen Johy
John D.
Paul D.
Steve

Steve
Lawrence Zelen Johy
John D.

COMMITTEE ON

c/mg/1-17-24

Budget & Appropriations

Public Works & Transportation

Dated: May 29, 2024
White Plains, New York

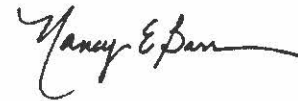
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

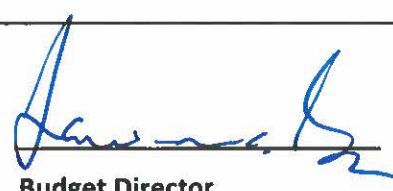
Budget & Appropriations




Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>SM095</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input checked="" 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	\$ 18,000,000	PPU 30	Anticipated Interest Rate 3.50%
Anticipated Annual Cost (Principal and Interest):	\$ 940,668		
Total Debt Service (Annual Cost x Term):	\$ 28,220,040		
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):			
<hr/>			
<hr/>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:	196		
Prepared by:	<u>CJ Gelardo</u>	Reviewed By:	
Title:	<u>Director of Operations</u>	Date:	<u>5/21/24</u>
Department:	<u>DEF</u>	Budget Director	
Date:	<u>5/17/24</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: May 16, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SM095 Pumping Station Rehabilitation Program - Mamaroneck SSD**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-10-2024 (Unique ID: 2553)

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
C.J. Gelardo, Associate Engineer, Department of Environmental Facilities
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.

BOND ACT AUTHORIZING THE ISSUANCE OF \$18,000,000 ADDITIONAL BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY A PORTION OF THE \$20,700,000 ESTIMATED MAXIMUM COST OF THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION OF THE REHABILITATION OF VARIOUS PUMPING STATIONS AND IMPROVEMENTS TO THE MAMARONECK WATER RESOURCE RECOVERY FACILITY, IN AND FOR MAMARONECK SANITARY SEWER DISTRICT.

WHEREAS, pursuant to Act No. 52-2022, dated May 9, 2022, the Board previously authorized bonds to finance design, construction management and construction costs for various improvements to the facilities of the District, of which \$2,700,000 was allocable to the rehabilitation of the Fenimore Road and Weaver Street Pumping Stations (an SM095 project) in the Mamaroneck Sanitary Sewer District (the "District"); and

WHEREAS, obligations have been issued under Act No. 52-2022 in the amount of approximately \$683,835 for SM095; and

WHEREAS, it has now been determined that it would be beneficial to (i) authorize an additional \$18,000,000 bonds for design, construction management and construction costs of the rehabilitation of various pumping stations in the District, and (ii) increase the estimated maximum cost of project SM095 to \$20,700,000; and

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

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

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

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

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

Section 1. For the class of objects or purposes of financing a portion of the estimated maximum cost of the design, construction management and construction of the rehabilitation of various pumping stations and improvements to the Mamaroneck Water Resource Recovery Facility, in and for the District, including incidental expenses in connection therewith, there are hereby authorized to be issued \$18,000,000 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 \$20,700,000, and that the plan for the financing thereof is by (i) the issuance of the \$18,000,000 bonds of said County authorized to be issued pursuant to this Bond Act and (ii) the issuance of \$2,700,000 bonds of said County previously authorized to be issued pursuant to Bond Act No. 52-2022.

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 District 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 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.

CAPITAL PROJECT FACT SHEET

Project ID:* SM095 Fact Sheet Year:* 2024 Category* SEWER AND WATER DISTRICTS	<input type="checkbox"/> CBA Project Title:* PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD Department:* ENVIRONMENTAL FACILITIES	Fact Sheet Date:* 05-10-2024 Legislative District ID: 3, 7, 6, 5, CP Unique ID: 2553
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Overall Project Description

This project will fund the rehabilitation and/or upgrade of the following sewage pump stations: Fenimore Road, Weaver St, Saxon Woods, Glen Oaks, West Basin, Edgewater Point, East Basin, and Cove Rd.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	29,200	18,200	5,000	0	6,000	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	29,200	18,200	5,000	0	6,000	0	0	0

Expended/Obligated Amount (in thousands) as of : 3,029

Current Bond Description: Construction funding for the rehabilitation of the Weaver Street, Fenimore Road, and Saxon Woods Pumping Stations. The work required in the pumping stations includes the replacement or repair of all mechanical, plumbing, fire protection, HVAC, odor control, electrical, instrumentation, structural, and architectural systems. This includes, but is not limited to, bar screens, pumps, piping and valves, gas and fire detection equipment, odor control equipment, conduit and wire, lighting, electrical distribution equipment, emergency generator, control panels, floors, walls, windows, and roofs. The Weaver Street Pumping Station will also include flood hazard mitigation measures to raise vulnerable equipment above the anticipated flood level.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	18,000,000
Cash:	0
Total:	\$ 18,000,000

SEQR Classification:

Amount Requested:

18,000,000

Expected Design Work Provider:

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

Comments:

Energy Efficiencies:

UPDATED EQUIPMENT AND LIGHTING WILL CONSUME LESS ENERGY.

Appropriation History:

Year	Amount	Description
2017	1,200,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR FENIMORE RD AND WEAVER ST.
2021	1,000,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR SAXON WOODS
2022	10,000,000	CONSTRUCTION FOR FENIMORE RD & WEAVER ST, AND SAXON WOODS
2023	6,000,000	CONSTRUCTION
2024	5,000,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR THE GLEN OAKS PUMPING STATION

Total Appropriation History:

23,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
17	115	0	0	DESIGN CONTRUCTION MANAGEMENT OF REHABILITATION FENIMORE RD AND WEAVER ST PUMPING
21	6	0	0	PUMPING STATION MAMARONECK - SAXON WOODS
22	52	2,700,000	683,835	REHABILITATION FENIMORE RD AND WEAVER ST PUMPING #1838
22	134	0	0	PUMPING STATION MAMARONECK - SAXON WOODS

Total Financing History:

2,700,000

Recommended By:

Department of Planning
DEV9

Date
05-10-2024

Department of Public Works
DEV9

Date
05-10-2024

Budget Department
DEV9

Date
05-10-2024

Requesting Department
DEV9

Date
05-10-2024

PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD (SM095)

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	29,200	18,200	3,029	5,000		6,000			
Non County Share									
Total	29,200	18,200	3,029	5,000		6,000			

Project Description

This project will fund the rehabilitation and/or upgrade of the following sewage pump stations: Fenimore Road, Weaver St, Saxon Woods, Glen Oaks, West Basin, Edgewater Point, East Basin, and Cove Rd.

Current Year Description

The current year request funds design and construction management for the Glen Oaks Pumping Station.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	5,000,000			5,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2017	1,200,000	Design and construction management for Fenimore Rd and Weaver St.	DESIGN
2021	1,000,000	Design and construction management for Saxon Woods	DESIGN
2022	10,000,000	Construction for Fenimore Rd & Weaver St, and Saxon Woods	AWAITING BOND AUTHORIZATION
2023	6,000,000	Construction	AWAITING BOND AUTHORIZATION
Total	18,200,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	18,200,000	404,110	17,795,890
Total	18,200,000	404,110	17,795,890

PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD (SM095)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
115	17				
6	21				
52	22	2,700,000	12/01/22	364,543	2,016,165
			12/01/22	39,567	
			11/30/23	255,254	
			11/30/23	24,470	
134	22				
Total		2,700,000		683,835	2,016,165

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

Your Committee is in receipt of an amended bond act (“Amending Bond Act”) of the County of Westchester (“County”) authorizing amendment to prior Bond Act No. 52-2022 to remove \$5,000,000 of the authorization allocable to Capital Project SM021 – Mamaroneck WRRF Blower Replacement (“SM021”), and to decrease the estimated maximum amount and bonds authorized to \$35,705,000. The Bond Act was prepared by the law firm Norton Rose Fulbright.

The Amending Bond Act is required to remove design and construction management bonding authorizations related to SM021 so that those authorizations may be included in a Consolidated Bond Act for SM021.

The Department of Environmental Facilities (“Department”) has advised that additional construction funding will be used to replace the three existing blowers that feed process air to the aeration tanks with more resilient and efficient blowers. The new blowers will be turbo blowers, which will provide an energy savings, and are critical to the aeration treatment process and the biological nitrogen removal (“BNR”) process. The work will include upgrades to the associated electrical and instrumentation systems. The equipment to be replaced under this project will be reaching the end of its useful life, is necessary for the BNR media process, and will need to be replaced. The replaced equipment will improve the operational reliability, performance, and efficiency of the facility. The Department is required to keep its water and wastewater treatment facilities in a state of good repair, in accordance with State and Federal regulations.

Design is currently being undertaken by consultants and is expected to be completed by the end of the second quarter of 2024. It is estimated that construction will take 24 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 to finance SM021 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, SM021 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its

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 Consolidated Bond Act. Your Committee recommends the adoption of the proposed Consolidated Bond Act.

Dated: May 29th, 2024.
White Plains, New York

Handwritten signatures in blue ink:
1. *Anthony Ziller John*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*

Handwritten signatures in blue ink:
1. *[Signature]*
2. *Anthony Ziller John*
3. *[Signature]*

COMMITTEE ON

C:MG/2-23-24

Budget & Appropriations

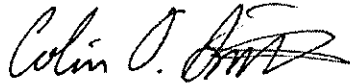
*Public Works &
Transportation*

Dated: May 29, 2024
White Plains, New York

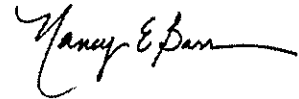
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SM021

☐ 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 52-2022

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 35,705,000 PPU 30 Anticipated Interest Rate 3.60%

Anticipated Annual Cost (Principal and Interest): \$ 1,884,784

Total Debt Service (Annual Cost x Term): \$ 56,543,520

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: 388

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF

Date: 4/18/24

Reviewed By: 

4/18/24 Budget Director

Date: 4/18/24

REFERENCE SM018, SM019, SM021, SM030, SM075, SM095

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 52-2022 DATED MAY 9, 2022, WHICH AUTHORIZED THE ISSUANCE OF \$40,705,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO THE FACILITIES OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, TO REMOVE \$5,000,000 BONDS ALLOCABLE TO THE COSTS OF THE BLOWER REPLACEMENT AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY (SM021) AND TO DECREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$35,705,000.

WHEREAS, this Board previously consolidated Bond Act Nos. 62-2020, 108-2015, and 115-2017 into Bond Act No. 52-2022, dated May 9, 2022, which authorized the issuance of \$40,705,000 bonds to pay the design, construction management and construction costs for various improvements to the facilities of the Mamaroneck Valley Sanitary Sewer District, including the following projects: (i) rehabilitation of the HVAC system at the Mamaroneck Water Resource Recovery Facility (SM018) (ii) emergency power upgrades at the Mamaroneck Water Resource Recovery Facility (SM019), (iii) blower replacement at the Mamaroneck Water Resource Recovery Facility (SM021), (iv) replacement of roofs at the Mamaroneck Water Resource Recovery Facility (SM030), (v) rehabilitation and modification of the Cove Road Pumping Station, replacement of the Cove Road force main and installation of a new wet cell at the Edgewater Pumping Station (SM075), and (vi) rehabilitation of the Fenimore Road and Weaver Street Pumping Stations (SM095), and incidental expenses in connection therewith; and

WHEREAS, of the \$40,705,000 bonds authorized in Bond Act 52-2022, \$5,000,000 bonds were allocable to the costs of the blower replacement at the Mamaroneck Water Resource Recovery Facility (SM021); and

WHEREAS, no obligations have been issued for SM021 under Bond Act No. 52-2022, however, to date, approximately \$683,834.89 obligations have been issued for SM095 (rehabilitation of the Fenimore Road and Weaver Street Pumping Stations) under Bond Act No. 52-2022; and

WHEREAS, it has now been determined that it would be beneficial to remove the \$5,000,000 bonds allocable to SM021 in Act No. 52-2022 for consolidation with other amounts authorized for SM021 in a separate bond act and, accordingly, decrease the estimated maximum cost and the amount of bonds authorized under Act No. 52-2022 to \$35,705,000;

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

WHEREAS, the cost of said class of objects or purposes shall be specially assessed against properties in the County's Mamaroneck Valley Sanitary Sewer District, which are specially benefitted by said class of objects or purposes; and

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

Section (A)(i): The bond act duly adopted by this Board on May 9, 2022, entitled:

ACT NO. 52-2022

A BOND ACT AUTHORIZING THE ISSUANCE OF \$40,705,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO THE FACILITIES OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, IN AND FOR SAID COUNTY.

are hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$35,705,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS

FOR VARIOUS IMPROVEMENTS TO THE FACILITIES OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, 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 maximum estimated 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, and compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, the cost of said class of objects or purposes shall be specially assessed against properties in the County's Mamaroneck Valley Sanitary Sewer District, which are specially benefitted by said class of objects or purposes; NOW, THEREFORE,

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

Section 1. There are hereby authorized to be issued \$35,705,000 bonds of the County of Westchester to finance the design, construction management and construction costs for various improvements to the facilities of the County's Mamaroneck Valley Sanitary Sewer District, including the following projects (i) rehabilitation of the HVAC system at the Mamaroneck Water Resource Recovery Facility (SM018) (ii) emergency power upgrades at the Mamaroneck Water Resource Recovery Facility (SM019), (iii) replacement of roofs at the Mamaroneck Water Resource Recovery Facility (SM030), (iv) rehabilitation and modification of the Cove Road Pumping Station, replacement of the Cove Road force main and installation of a new wet cell at the Edgewater Pumping Station (SM075), and (v) rehabilitation of the Fenimore Road and Weaver Street Pumping Stations (SM095), and incidental expenses in connection therewith, which is a class of objects or purposes, in and for the benefit of the County's Mamaroneck Valley Sanitary Sewer District. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set

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

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$35,705,000, and that the plan for the financing thereof is by the issuance of \$35,705,000 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 of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Mamaroneck Valley Sanitary Sewer District, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

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

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

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

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

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project 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 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. 52-2022 DATED MAY 9, 2022, WHICH AUTHORIZED THE ISSUANCE OF \$40,705,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO THE FACILITIES OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, TO REMOVE \$5,000,000 BONDS ALLOCABLE TO THE COSTS OF THE BLOWER REPLACEMENT AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY (SM021) AND TO DECREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$35,705,000.

objects or purposes:	providing funding for design, construction management and construction of various improvements to the facilities of the County's Mamaroneck Sanitary Sewer District as described therein
----------------------	--

period of probable usefulness:	thirty (30) years
--------------------------------	-------------------

amount of obligations to be issued:	\$35,705,000
-------------------------------------	--------------

Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of Westchester, New York

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

Your Committee is in receipt of an amended bond act (“Consolidated Bond Act”) of the County of Westchester (“County”) authorizing the issuance of bonds in the amount of \$14,000,000 to finance design, construction management and construction costs for the replacement of existing blowers that feed process air to the aeration tanks at the Mamaroneck Water Resource Recovery Facility in the County’s Mamaroneck Valley Sanitary Sewer District, including upgrades to the associated electrical and instrumentation systems, and incidental expenses in connection with Capital Project Capital Project SM021 – Mamaroneck WRRF Blower Replacement (“SM021”). This \$14,000,000 proposed Bond Act was prepared by the law firm Norton Rose Fulbright and represents an increase in the amount of \$9,000,000 for construction costs and includes the \$5,000,000 previously authorized for SM021 in Bond Act No. 52-2022 (“Consolidated Bond Act”).

The Department of Environmental Facilities (“Department”) has advised that, additional construction funding will be used to replace the three existing blowers that feed process air to the aeration tanks with more resilient and efficient blowers. The new blowers will be turbo blowers, which will provide an energy savings, and are critical to the aeration treatment process and the biological nitrogen removal (“BNR”) process. The work will include upgrades to the associated electrical and instrumentation systems. The equipment to be replaced under this project will be reaching the end of its useful life, is necessary for the BNR media process, and will need to be replaced. The replaced equipment will improve the operational reliability, performance, and efficiency of the facility. The Department is required to keep its water and wastewater treatment facilities in a state of good repair, in accordance with State and Federal regulations.

Design is currently being undertaken by consultants and is expected to be completed by the end of the second quarter of 2024. It is estimated that construction will take 24 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 to finance SM021 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, SMO21 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 Consolidated Bond Act. Your Committee recommends the adoption of the proposed Consolidated Bond Act.

Dated: May 29th, 2024.
White Plains, New York

Handwritten signatures:
James J. Zuercher, Jr.
[Signature]
[Signature]

Handwritten signatures:
James J. Zuercher, Jr.
[Signature]

COMMITTEE ON

C:MG/1-23-24

Budget & Appropriations

Public Works & Transportation 305

Dated: May 29, 2024
White Plains, New York

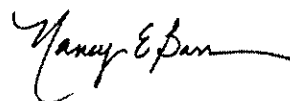
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SM021

☐ 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 \$ 14,000,000 PPU 30 Anticipated Interest Rate 3.60%

Anticipated Annual Cost (Principal and Interest): \$ 739,027

Total Debt Service (Annual Cost x Term): \$ 22,170,810

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: 152

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF

Date: 4/18/24


Reviewed By: 

DU 4/18/24

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: January 26, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SM021 MAMARONECK WRRF BLOWER REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
01-23-2024 (Unique ID: 2421)

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/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
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$14,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR THE REPLACEMENT OF EXISTING BLOWERS THAT FEED PROCESS AIR TO THE AERATION TANKS AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY, FOR THE BENEFIT OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, 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, the County, by separate amending Bond Act, shall amend Act No. 52-2022 dated May 9, 2022, to remove the authorization therein of \$5,000,000 bonds to finance design, construction management and construction costs for the blower replacement at the Mamaroneck Water Resource Recovery Facility (SM021); and

WHEREAS, no obligations have been issued under Act No. 52-2022 for project SM021 or shall be issued to pay costs of SM021; and

WHEREAS, it has now been determined that it would be beneficial to authorize an additional \$9,000,000 bonds for construction costs and consolidate such bonds with the \$5,000,000 bonds previously authorized in Bond Act 52-2022 for SM021; 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; and

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 financing the design, construction management and construction costs for the replacement of existing blowers that feed process air to the aeration tanks at the Mamaroneck Water Resource Recovery Facility for the benefit of the Mamaroneck Valley Sanitary Sewer District, including upgrades to the associated electrical and instrumentation systems, and incidental expenses in connection therewith, there are hereby authorized to be issued \$14,000,000 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 \$14,000,000, and that the plan for the financing thereof is by the issuance of the \$14,000,000 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 Mamaroneck Valley Sanitary Sewer District, 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 and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid 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 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 \$14,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR THE REPLACEMENT OF EXISTING BLOWERS THAT FEED PROCESS AIR TO THE AERATION TANKS AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY, FOR THE BENEFIT OF THE MAMARONECK VALLEY SANITARY SEWER DISTRICT, IN AND FOR SAID COUNTY.

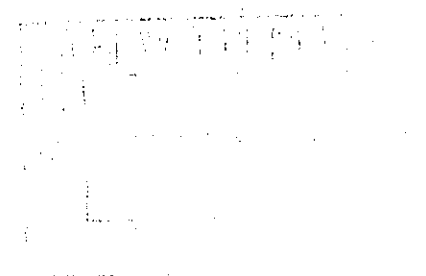
class of objects or purposes: design, construction management and construction costs for the replacement of existing blowers that feed process air to the aeration tanks at the Mamaroneck Water Resource Recovery Facility for the benefit of the Mamaroneck Valley Sanitary Sewer District, including upgrades to the associated electrical and instrumentation systems, and including incidental expenses in connection therewith

period of probable usefulness: thirty years

amount of obligations to be issued: \$14,000,000

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:* SM021	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-05-2024
Fact Sheet Year:* 2024	Project Title:* MAMARONECK WRRF BLOWER REPLACEMENT	Legislative District ID: 3, 7, 6, 5,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2421

Overall Project Description

This project will fund the replacement of existing blowers that feed process air to the aeration tanks.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	14,000	7,000	7,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	14,000	7,000	7,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 10

Current Bond Description: Additional construction funding to replace the 3 existing blowers that feed process air to the aeration tanks with more resilient and efficient blowers. The new blowers will be turbo blowers, which will provide an energy savings, and are critical to the aeration treatment process and the biological nitrogen removal (BNR) process. The work will include upgrades to the associated electrical and instrumentation systems.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	9,000,000
Cash:	0
Total:	\$ 9,000,000

SEQR Classification:

TYPE II

Amount Requested:

9,000,000

Expected Design Work Provider:

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

Comments:

This project will be combined and split coded with SM018 and SM019.

Energy Efficiencies:

UPDATED EQUIPMENT WILL CONSUME LESS ENERGY.

Appropriation History:

Year	Amount	Description
2022	5,000,000	CONSTRUCTION
2023	2,000,000	ESCALATION
2024	7,000,000	ADD'L CONSTRUCTION

Total Appropriation History:

14,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
22	52	5,000,000		0 MAMARONECK WRRF BLOWER REPLACEMENT #1836

Total Financing History:

5,000,000

Recommended By:**Department of Planning**

MLLL

Date

01-23-2024

Department of Public Works

RJB4

Date

01-23-2024

Budget Department

DEV9

Date

01-23-2024

Requesting Department

JWBA

Date

01-23-2024

MAMARONECK WRRF BLOWER REPLACEMENT (SM021)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project has historical implications. 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	14,000	7,000	10	7,000					
Non County Share									
Total	14,000	7,000	10	7,000					

Project Description

This project will fund the replacement of existing blowers that feed process air to the aeration tanks.

Current Year Description

The current year request funds additional construction costs due to cost escalation.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	7,000,000			7,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	5,000,000	Construction	CONSTRUCTION
2023	2,000,000	Escalation	AWAITING BOND AUTHORIZATION
Total	7,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	7,000,000		7,000,000
Total	7,000,000		7,000,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
52 22	5,000,000			5,000,000
Total	5,000,000			5,000,000



George Latimer
County Executive

Department of Public Safety

Terrance Raynor
Commissioner-Sheriff

May 22, 2024

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

Dear Honorable Members of the Board of Legislators:

On Tuesday, May 21, 2024, in accordance with the provisions of Article 273 of the Laws of Westchester, a majority of the Westchester County Police Board interviewed Terrance Raynor for the position of Commissioner/Sheriff of the Department of Public safety. The interview was conducted in Executive Session at the regular monthly meeting of the Board at Westchester County Police Headquarters.

On behalf of the Police Board, it is my pleasure as Chair to hereby affirm Mr. Raynor's nomination and contemporaneously submit this nomination to the Westchester County Board of Legislators as required by law.

Sincerely,

Leroy Frazer
Chair
Westchester County Police Advisory Board

cc: County Executive George Latimer



RESOLUTION - 2024

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

WHEREAS, the County Executive having appointed Terrance Raynor as the Commissioner of the Department of Public Safety, effective February 1, 2024, in accordance with the terms and provisions of the Laws of Westchester County, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Police Board issued its report to on the appointment on 5/22, 2024; it is

RESOLVED, that said appointment be and is hereby confirmed.

Dated: May 29, 2024
White Plains, New York



Dated: May 29, 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:

APPOINTMENTS

A handwritten signature in black ink, appearing to be "R. G.", with a long horizontal stroke extending to the right.

**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.cmc.04.25.24

Henry Zell John
J. D.
Nancy Pan
David J. Lubick
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 with a large, stylized "S" at the end.

FISCAL IMPACT STATEMENT

SUBJECT: Lease-Construction Yonkers Ext.

☐ 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 \$ 500,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 5443701

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: Stewart Glass

Title: Director of Contracting & Procurement

Department: Westchester Community College

Date: April 24, 2024


Reviewed By: _____

Budget Director

Date: _____

4/26/24

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 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 B. Zeller John J. ...

...

...

...

David J. Tubio

...

...

K:JFG 4/19/2024

...

...

...

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

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
2/11/24 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.

**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:

Margaret A. Cio

[Signature]
C:mb *[Signature]*

Public Safety 5/28/24

[Signature]
[Signature]
[Signature]
[Signature]

Budget & Appropriations

Dated: May 28th, 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

A handwritten signature in black ink, appearing to read "Colin J. Antz". The signature is written in a cursive, flowing style.

Dated: May 29th, 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.

Budget & Appropriations

Handwritten signature of Colin J. Smith in black ink.Handwritten signature of Nancy E. Pan in black ink.

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

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 4,120

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-52-5100-2508

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: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: May 1, 2024

Reviewed By: 

Budget Director

Date: 5/1/24

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.

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

(Municipality)

(Signature)

SS.:

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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 Kicker 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:
(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 to 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

**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: May 29th, 2024
White Plains, New York

COMMITTEE ON:

Margaret A. Gioia

C:mb

Public Safety
5/28/24

Budget & Appropriation
5/29/24

Dated: May 28th, 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

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

Dated: May 29th, 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.

Budget & Appropriations

Handwritten signature of Colin J. Smith in black ink.Handwritten signature of Nancy E. Smith in black ink.

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

☒ 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

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: _____


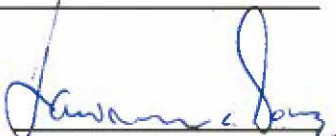
Next Four Years: _____

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: May 2, 2024

 , 
Reviewed By: _____

Budget Director

Date: 5/2/24

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 PEEKSKILL, a New York municipal corporation, acting by and through its **POLICE DEPARTMENT** having an office and principal place of business at 840 Main Street, Peekskill, New York 10566 (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 Two Thousand (\$2,000.00) 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. 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/IMA Peekskill NNO 2024 CONF3911

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: <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:		
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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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.

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.

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 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.” 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.

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends passage of “A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.”

Your Committee is advised that on April 19, 2023, this Honorable Board adopted Local Law Intro. No. 91-2023, which established a demonstration program for imposing vehicle owner liability for failure of an operator thereof to comply with Section 1174 of the New York State Vehicle & Traffic Law (“VTL”) when meeting a school bus marked, equipped and operated in the County pursuant to Sections 375 and 1174-a of the VTL (the “Local Law”). The Local Law was adopted pursuant to Chapter 145 of the 2019 Laws of the State of New York (the “Stop Arm Law”). The law was enacted to prevent further deaths and injuries caused by dangerous motorists who ignore the law and illegally passed a stopped school bus. In addition, the law expanded the enforcement tools available in the County to further address this issue, with the hope of significantly lessening the numbers of violations that continue to compromise the health, safety and wellbeing of students.

Your Committee is informed that the New York State Legislature recently amended the Stop Arm Law as Part AA in S.8306-C/A.8806-C, Article VII, of the Budget bill signed by the Governor on April 20, 2024 as Chapter 56 of the Laws of 2024 (“Chapter 56”). The proposed local law, if adopted, would amend the Local Law to incorporate the same amendments to the Stop Arm Law as set forth in Chapter 56.

Your Committee is advised that the amendments enact certain statutory presumptions, which address certain evidentiary issues that have been raised in cases adjudicating Stop Arm Law violations. See *People v. Croce (Alfred)*, No. 2023-310, N.Y. App. Term LEXIS 23160 (2d Dep’t Nov. 30, 2023). One such statutory presumption concerns the sufficiency of proof that the bus is properly marked and equipped as provided under VTL § 375. To address this issue, Chapter 56 added a new requirement that the certificate sworn to or affirmed by the County technician for a violation be based upon, among other things, an inspection of documents or declarations pertaining to inspections by the New York State Department of Transportation (“DOT”) of the bus. The certificate must also include a statement confirming that the school bus photo violation monitoring system was installed on a school bus marked and equipped as provided by VTL § 375, at the time of the violation, as evidenced by a valid certificate of inspection issued by the DOT. Chapter 56 also provides that such a certificate from the County technician shall be prima facie evidence of compliance with VTL § 375.

Your Committee is further advised that another statutory presumption concerns the sufficiency of proof that the bus was stopped for the purpose of receiving or discharging passengers or had stopped because a school bus in front of it stopped to receive or discharge any passengers. To address this issue, Chapter 56 added a new requirement that any photographs, microphotographs, videotape or other recorded images (“Recorded Images”) evidencing a violation shall include an electronic indicator or indicators showing the flashing red signal lamps were active. Where the Recorded Images are in compliance with the foregoing, the law establishes a rebuttable presumption that such school bus was stopped for the purpose of receiving or discharging any passengers or because a school bus in front of it had stopped to receive or discharge any passengers.

Your Committee is informed that the proposed local law would incorporate these statutory presumptions into the County demonstration program, which will assist local prosecutors and the local Courts in adjudicating the school bus stop arm violations under the demonstration program. Chapter 56 extends the provisions of the Stop Arm Law from December 1, 2024 until December 1, 2029. The proposed local law extends the Local Law until the State law expires.

Your Committee also recognizes that there are currently two Chapters 705 of the Laws of Westchester County; this Local Law rennumbers this School Bus Stop-Arm Demonstration Program chapter to 708 in order to prevent confusion.

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

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

Dated: _____, 2024
White Plains, New York

Margaret A. Cio

Terry

John

Joseph B. John

Paul H

John

John

John

Paul

and

Eric Gane

Paul

Benjamin

Public Safety
5/28/24

Budget & Appropriations
5/29/24

Legislation
5/29/24

COMMITTEE ON

Sdk-5-2-24

Dated: May 28th, 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

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

Dated: May 29, 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

Legislation

FISCAL IMPACT STATEMENT

408

SUBJECT: School Bus-Stop Arm Program☐ 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 \$ 1,326,600Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations☐ Additional Appropriations☐ Other (explain)Identify Accounts: 101-52-1000-9734

Vendor is responsible for all technology related expenses.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: A Local Law amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

Potential Related Operating Budget Revenues: Annual Amount \$1,326,600

Describe: NYS Law Vehicle Law 1174-A projected revenue (September 2024 - December 2024)

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina RampataTitle: Deputy Budget DirectorDepartment: BudgetDate: May 29, 2024Reviewed By: 

Budget Director

Date: 5/29/24

A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

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

Section 1. Section 705.61 subdivision (b) of Chapter 705 of the Laws of Westchester County is hereby amended to read as follows:

- b. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation, ~~and the identification number of the camera~~ school bus photo violation monitoring system which recorded the violation or other document locator number, ~~and the registration number of the school bus on which the school bus photo violation monitoring system which recorded the violation was installed.~~

Section 2. Section 705.71 subdivision (d) of Chapter 705 of the Laws of Westchester County is hereby amended, subdivision (e) is renumbered to (f), and a new subdivision (e) is added, to read as follows:

- d. 1. A certificate shall be sworn to or affirmed by a technician employed by the County, or a facsimile thereof, and shall be based upon inspection of photographs, microphotographs, videotapes, and other recorded images produced by a school bus photo violation monitoring system, and other documents or declarations pertaining to inspections by the New York State Department of Transportation. Said certificate shall be prima facie evidence of the facts contained therein. Such certificate, or a facsimile thereof, shall include the following information:
 - i. the identification number of the school bus photo violation monitoring system which recorded the violation;
 - ii. a statement confirming that at the time such violation was recorded by such school bus photo violation monitoring system, such school bus photo violation monitoring system was installed on a school bus marked and equipped as provided in subdivisions

twenty and twenty-one-c of section three hundred seventy-five of the New York State Vehicle and Traffic Law, as evidenced by a valid certificate of inspection issued to such school bus by the department of transportation pursuant to section one hundred forty of the New York State Transportation Law and the rules and regulations promulgated thereunder; and

iii. the registration number of the school bus to which such school bus photo violation monitoring system was attached.

2. Any photographs, microphotographs, videotapes, and other recorded images evidencing such a violation shall include a recorded image of the outside of the motor vehicle involved in such violation, the registration number of such vehicle, at least one activated school bus stop-arm, and an electronic indicator or indicators showing the activation of the flashing red signal lamps of the school bus to which the school bus photo violation monitoring system producing such photographs, microphotographs, videotape or other recorded images was installed at the time such violation occurred. Any photographs, microphotographs, videotapes, and other recorded images evidencing such a violation including the required recorded image described in the first sentence of this subdivision, shall be available for inspection in any proceeding to adjudicate the liability for such violation.

e. Where recorded images from a school bus photo violation monitoring system attached to a school bus, as certified pursuant to this section, show the activation of at least one school bus stop-arm and an electronic indicator or indicators as required pursuant to this section, there shall be a rebuttable presumption that such school bus was stopped for the purpose of receiving or discharging any passengers or because a school bus in front of it had stopped to receive or discharge any passengers. A certificate, sworn to or affirmed by a technician employed by the county, or a facsimile thereof, stating that after reviewing evidence that on the day the charged violation occurred such school bus had a valid certificate of inspection issued by the department of transportation pursuant to section one hundred forty of the New York State Transportation Law and the rules and regulations promulgated thereunder. Such certificate shall be prima facie evidence that such school bus was marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of the New York State Vehicle and Traffic Law and the flashing red signal lamp of such school bus was in operation at the time the violation occurred.

f. It shall be a defense to any prosecution for or allegation of a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this Chapter that such school bus stop-arms were malfunctioning at the time of the alleged violation.

Section 3. Chapter 705 of the Laws of Westchester County, entitled School Bus Stop-Arm Demonstration Program, as amended herein, is renumbered to Chapter 708 of the Laws of Westchester County. Any and all internal references in said Chapter are hereby renumbered in accordance with this modification.

Section 4. This Local Law shall take effect immediately and, notwithstanding any other provision of law, Chapter 705 (newly renumbered to Chapter 708) of the Laws of Westchester County shall expire on the same date that the New York State Law authorizing such demonstration program expires.

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

Your Committee is in receipt of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software (“TraCS”) program.

TraCS, as your Honorable Board may recall, is the computer application for New York State’s electronic traffic ticket and accident report project. TraCS immediately produces a printed traffic ticket and accident report and related documentation, such as supporting depositions, in the police vehicle at the scene, using a computer and printer contained inside the vehicle. The “electronic ticket” or “electronic accident report” that is produced can then be sent electronically to the New York State Department of Motor Vehicles and any New York State courts that are capable of receiving such data.

By Act No. 91-2004, your Honorable Board first authorized the County, by and through its Department of Public Safety Services (the “Department”), to enter into Use and Dissemination Agreements with local municipalities pursuant to which the County would act as the lead agency to coordinate the municipalities’ use of the TraCS program and act as a liaison with the New York State Police (the “NYS Police”). However, Act No. 91-2004 contained a sunset provision which stipulated that the Act would expire on January 1, 2006. Consequently, any local municipality that had not executed its Use and Dissemination Agreement prior to the January 1, 2006 deadline was not able to do so. Because a number of municipalities had expressed an interest in participating in the program but were unable to finalize their contracts in time, your Honorable Board by Act No. 70-2006 authorized the County to extend the program through December 31, 2007.

Thereafter, on February 11, 2008, by Act No. 8-2008, on March 1, 2010, by Act No. 5-2010, and on September 10, 2012, by Act No. 115-2012, your Honorable Board extended the program due to the fact that many of the original agreements entered into when the program first began were due to expire. Most recently, on June 21, 2018 by Act No. 90-2018, your Honorable Board again authorized the County to extend the authority to enter into the Use and Dissemination Agreements with local municipalities for terms not to exceed five (5) years commencing upon execution thereof by both parties.

The Commissioner of Public Safety Services has informed your Committee that many of these agreements have either expired or are due to expire shortly. The attached Act, if approved by this Honorable Board, will allow existing participants to renew their agreements upon expiration thereof as well as allow any municipalities who have yet to implement TraCS participate in this program. Accordingly, it is respectfully requested that this Honorable Board approve the attached Act which would extend the authority to enter into the Use and Dissemination Agreements with local municipalities for a five (5) year term commencing upon execution thereof by the parties of each of said agreements.

Your Committee is informed that local municipalities who are currently participating in TraCS have realized tremendous benefits from the program. Among other things, TraCS has decreased the error rate due to illegible tickets and accident reports. It has also decreased the error rate due to incomplete data. Moreover, it has eliminated multiple data entry steps and significantly decreased the amount of time it takes for data to be available for analysis. Finally, it has made it easier for the Officer(s) on the scene to enter the data.

Your Committee is advised that as was the case with the prior legislation, the County and/or the participating municipalities will be able to terminate the Use and Dissemination Agreement at any time by giving the NYS Police reasonable advance notice. Although this is a three-party Use and Dissemination Agreement, the portion of the agreement between the County and the local municipalities is the subject of the proposed legislation. As you know, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with local municipalities which involve shared services or performing services one for the other.

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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Timely and accurate data is essential to an effective traffic safety program, because it will help develop effective strategies and evaluate program outcomes. Through the automated production of traffic tickets and accident reports and the resultant improvement in New York's

traffic records system, the traffic safety program's goals of reducing highway fatalities and mitigating injuries may be furthered.

Please note that an affirmative vote of a majority of the members of your Honorable Board is required in order to approve the attached Act.

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

Dated May 29th, 2024

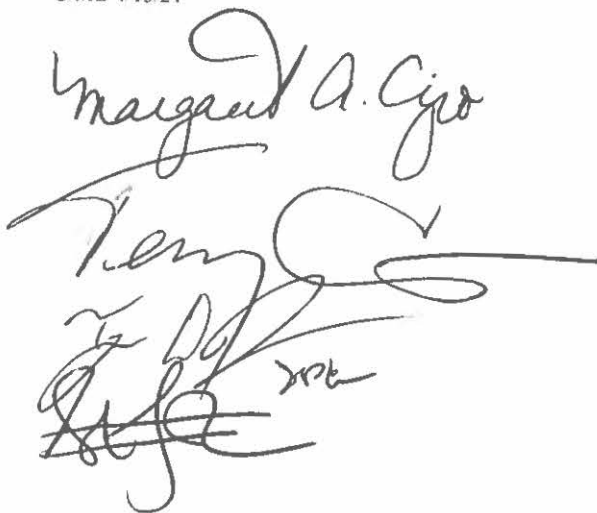
White Plains, New York



Budget & Appropriations 5/29/2024

COMMITTEE ON

C/MB 4/15/24



Public Safety 5/28/24



Information Technology 5/29/20
& Cybersecurity

Dated: May 28th, 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

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

Dated: May 29th, 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.

Budget & Appropriations

Handwritten signature of Colin J. Smith in black ink.Handwritten signature of Nancy E. Davis in black ink.

FISCAL IMPACT STATEMENT

SUBJECT: <u>TraCS Program</u>	<input checked="" 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	\$	-
Total Current Year Revenue	\$	-

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

Identify Accounts: Computer application for the New York State's electronic ticket and accident report project.

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: To continue to enter into Use and Dissemination agreements with local municipalities in connection with the New York State Traffic and Criminal Software "TraCS" Program.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: <u>Siva Gopalkrishna</u>	Reviewed By: <u>[Signature]</u> Budget Director
Title: <u>Director of Administrative Services</u>	
Department: <u>Public Safety</u>	
Date: <u>December 15, 2023</u>	Date: <u>5/1/24</u>

AN ACT authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police.

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

Section 1. The County of Westchester (the "County") is authorized to enter into Use and Dissemination Agreements with those municipalities within the County that choose to utilize New York State's Traffic and Criminal Software (TraCS) program and that purchase the required equipment for such use at their own cost and expense, whereby the County will act as lead agency to coordinate their use of the TraCS program and act as a liaison with the New York State Police (the "NYS Police"). Such municipalities will be provided with the TraCS software and any subsequent updates by the NYS Police at no cost or expense to such municipalities or the County. The Use and Dissemination Agreements may be terminated by the County and/or the participating municipalities at any time by giving the NYS Police reasonable advance notice.

§2. The Use and Dissemination Agreements shall commence upon execution thereof by the parties and shall not exceed a term of five (5) years.

§3. 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.

§4. This Act shall take effect immediately.

TraCS
USE AND DISSEMINATION AGREEMENT
Between
New York State Police,
the "Lead Agency"
and
Town/Village of _____ Police Department
herein after referred to as the "Participating Agency"

WHEREAS:

New York State Police (NYSP), working with the New York State Department of Motor Vehicles (DMV), the Governor's Traffic Safety Committee (GTSC), the Office of Court Administration (OCA) and other state and federal agencies, has developed a system for the electronic capture of ticket and accident report data in a police vehicle environment and the electronic transfer of that data from law enforcement agencies to DMV and courts. The system is called TraCS (Traffic and Criminal Software). Ticket and accident report forms have been developed and other law enforcement forms are planned for the future. DMV and the courts have approved these forms for official use. Data standards for ticket and accident report data have been agreed to between agencies for the electronic transfer of data. NYSP has developed an infrastructure and a limited capacity for local support.

It is the intention of NYSP to provide the TraCS software to any police agency in New York free of charge, based on NYSP support staff availability and the Lead Agency's ability to self-support.

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

1. NYSP agrees to provide the current version of TraCS software (includes ticket, accident report and associated forms) to the Lead Agency at no cost to the Lead Agency.
2. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program unless sooner terminated in accordance with the provisions of this Agreement.
3. 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.
4. Each agency agrees:
Maintenance
To maintain all parts of the TraCS System under their control. The portion of the system "under agency control" includes:
 - The hardware and operating system associated with the in-vehicle equipment
 - The hardware and operating system associated with the in-station TraCS computer.
 - Backup & restoration of all system and production ticket and/or accident report data.

“Maintenance” generally means support, upkeep, repair and periodic duplication or “back-up” of records in order to safeguard the data. The Lead Agency will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the Lead Agency determines any system trouble to be under NYSP control, it will notify and work with the proper NYSP representative.

5. The Participating Agency agrees:

1. This agreement is only for the use of TraCS by the Participating Agency. TraCS software will not be distributed beyond the Participating Agency without written approval from NYSP.
2. To abide by the provisions of the TraCS Users Agreement included in Appendix A.
3. To not alter the form(s) and TraCS database in any way without express written approval from NYSP and DMV.
4. To not introduce custom system enhancements during the Participating Agency implementation.
5. To contact the Lead Agency for all assistance with the implementation and use of the TraCS software.
6. To support reports, queries, ticket logs and any other analysis of the ticket data.
7. To coordinate the use of TraCS with local courts. However, the State Police will coordinate the assistance and response of OCA (Office of Court Administration) and DMV personnel to attend these meetings.
8. The TraCS system will be used for data entry and the electronic transfer of ticket data to and/or from DMV and the courts and the printing of ticket forms where courts are not yet online to receive electronic data.
9. Whereas a court is not yet able to accept electronic ticket data, to be responsible for printing and forwarding ticket copies to the appropriate court unless arrangements are made with individual agencies to print their own tickets and forward them to courts not yet ready to receive electronic data.
10. To supply equipment for use with the TraCS system, with the exception of any NYSP participation in the area. NYSP agrees that all NYSP equipment will be purchased, installed and supported by NYSP unless equipment is purchased by an entity for use by all agencies within a county or region.
11. To manage, support and ensure security is properly implemented within TraCS.

6. NYSP agrees:

1. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, form enhancements and routine change requests such as court address changes shall be directed to NYSP. Any enhancement that requires funding will be the responsibility of the Lead Agency to obtain the necessary financing and if the enhancement benefits multiple agencies, then the State Police will attempt to also obtain funding. No matter where funding comes from, NYSP and /or its contractors will make all changes to TraCS. Once TraCS begins statewide rollout, a TraCS steering committee shall be formed to prioritize TraCS enhancements, functionality requests, issues, etc.

2. Whereas each agency will have the opportunity to participate in the electronic transfer of data, via the NYSPIN infrastructure, to a gateway server in Albany (NYSP). This data will then be transferred to DOT, DMV, OCA, etc. for processing.
7. Both parties agree:
 1. To develop a process for forms development by New York State agencies.
 2. Representatives on the TraCS steering committee shall only be from agencies that have signed this agreement.
 3. NYSP is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the TraCS system.
 4. NYSP is the sole contractor with the Center for Transportation Research and Education at Iowa State University, approved vendor of the CTRE Location Tool used in the TraCS system.
 5. The term of this Agreement shall commence upon execution thereof and continue for a period of five (5) years thereafter.
 6. The Lead Agency and/or the Participating Agency may terminate this Agreement at any time by giving the NYSP reasonable advance notice.

IN WITNESS WHEREOF, the Participating Agency, the Lead Agency and the NYSP have executed this Agreement in triplicate:

Participating Agency

By: _____ (sign name and title)
_____, Chief of Police

Lead Agency Westchester County Department of Public Safety

By: _____ (sign name and title)
Terrance Raynor, Acting Commissioner-Sheriff

New York State Police

By: _____ (sign name and title)

(Print name and title)

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20 __, 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 is 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
executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the
municipal corporation executed the instrument.

Notary Public

County

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 and 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, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

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, the undersigned, personally
appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public

County

APPENDIX “A”

(TraCS Users Agreement)

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

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

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

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

Your Committee is in receipt of a transmission 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 (“Amended Bond Act”) which, if adopted, will authorize the County to issue up to \$2,000,000 in additional bonds of the County to finance capital project SY057 – Replacement of Tarrytown Force Main (Phase II) and Route 119 Gravity Sewer (“SY057”).

The proposed Capital Budget Amendment will amend the County’s capital budget to increase the County share for SY057 by \$2,000,000 and modify the scope thereof to fund the design, construction management, and construction of an emergency bypass to a 1,500 linear foot section of the Tarrytown force main; and the design of the replacement of approximately 10,500 linear feet of the 30 inch diameter Tarrytown force main and the replacement or rehabilitation of the approximate 1,300 linear feet of 30 inch diameter Route 119 gravity sewer, and all associated manholes, air release vents, and other appurtenances.

The Amended Bond Act, in the total amount of \$7,000,000, which includes \$5,000,000 in previously authorized bonds of the County, would finance the cost of design, construction management and construction for the replacement or rehabilitation of portions of the Tarrytown force main and Route 119 gravity sewer, including construction of an emergency bypass to the Tarrytown force main, replacement or rehabilitation of associated manholes, air release vents and other appurtenances, and incidental expenses.

The Department of Environmental Facilities (“Department”) has advised that the Tarrytown force main carries sewage approximately 2.75 miles under pressure from the Tarrytown Pumping Station in the Village of Tarrytown to the approximately 0.25-mile Route 119 gravity sewer which connects to the Saw Mill trunk sewer in the Village of Elmsford. The first 4,200 linear feet of the Tarrytown force main were replaced under Capital Project SY020 and was completed in 2017. The remaining section of force main and gravity sewer have reached the end of their useful life. A break in an original section of force main occurred on September 2, 2021 during Hurricane Ida and was repaired. A second force main break occurred on January 26, 2022 and was repaired. A third break occurred on July 10, 2023 and was repaired. Future breaks in this

pipe can be expected if the pipe is not replaced as expeditiously as possible. The Department received a Notice of Violation from the New York State Department of Environmental Conservation on July 13, 2023 which required the submission of a correction action plan. This CBA will help ensure the County meets the timelines specified in the corrective action plan.

Design is currently being undertaken by a consultant and is expected to be completed by the end of the fourth quarter of 2024. It is estimated that construction will take twelve months to complete the emergency repair and another twenty-four months to complete the rest of the construction and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for SY057 as follows: Bond Act No. 222-2023 in the amount of \$5,000,000 to finance design and construction management costs for the replacement or rehabilitation of portions of the Tarrytown force main, including incidental expenses, in and for the County's Saw Mill Sanitary Sewer District, in connection with SY057. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 222-2023 be amended to increase the amount authorized by \$2,000,000, for a total authorized amount, as amended, of \$7,000,000 to revise the scope of Bond Act No. 222-2023 to include rehabilitation of portions of the Tarrytown force main and the Route 119 Gravity Sewer, including the construction of an emergency bypass to the Tarrytown force main, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, SY057 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.

The Planning Department has advised that the Planning Board has previously reviewed SY057 and issued a report, and that since there are no substantial changes to the physical planning aspects of this project, no further action by the planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amended 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

noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amended Bond Act.

Dated: May 29th, 2024.
White Plains, New York

James J. Zulli Jr.
[Signature]
[Signature]
[Signature]

[Signature]
James J. Zulli Jr.
[Signature]

Dated: May 29, 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>SY057</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input checked="" type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	7,000,000	PPU 30 Anticipated Interest Rate
Anticipated Annual Cost (Principal and Interest):	\$	371,997	
Total Debt Service (Annual Cost x Term):	\$	11,159,910	
Finance Department:	Interest rates from May 2, 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):			
<hr/>			
<hr/>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:	76		
Prepared by:	<u>Joe Brown</u>		
Title:	<u>Capital Program Coordinator</u>	Reviewed By:	<u></u>
Department:	<u>DEF</u>	Budget Director	
Date:	<u>5/2/24</u>	Date:	<u>5/3/24</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 26, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SY057 REPLACEMENT OF TARRYTOWN FORCEMAIN (PHASE II) AND
ROUTE 119 GRAVITY SEWER**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
04-01-2024 (Unique ID: 2516)

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)(6):** street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;
- **617.5(c)(21):** minor temporary uses of land having negligible or no permanent impact on the environment;
- **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: While awaiting design for the replacement of the force main and gravity sewer, installation of an emergency bypass is needed for the section of the County's sewer line that has been determined to be most vulnerable and susceptible to fail. Except for where it must connect to the existing underground sewer line or cross a road or driveway, the emergency bypass will be aboveground, consisting of an approximately 24-inch diameter pipe that will run along the north side of Tarrytown Road, within the cleared right-of-way, adjacent to the existing sidewalks.

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
Steve Elie-Pierre, Director of Maintenance, Dept. of Environmental Facilities
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 blue ink, appearing to be "SD" or similar initials, written over the name Susan Darling.

Date: April 19, 2024

RE: **NO-ACTION MEMO - Capital Budget Amendment – SY057 Replacement of Tarrytown Forcemain (Phase II) and Route 119 Gravity Sewer (2024 CBA)**

The County Executive is requesting an amendment to the 2024 Capital Budget to modify the funding of the above project. Capital project **SY057 Replacement of Tarrytown Forcemain (Phase II) and Route 119 Gravity Sewer (2024 CBA)** will fund the replacement of a section of the Tarrytown force main that was not replaced in the previous project under Capital Project SY020. The scope of work involves replacement and/or rehabilitation of approximately 10,500 linear feet of 30" diameter force main and 1,300 linear feet of 30" gravity sewer.

The capital budget amendment is needed because the design, 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. In addition, the project will modify the scope to include design, construction, and construction management of an emergency bypass to a 1,500 linear foot section of the Tarrytown Force Main. The 2023 Capital Budget Amendment was \$5M. The additional request is for \$2M.

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 Planning Board Report for the 2023 Capital Budget Amendment (CBA) adopted September 6, 2023.

There are no substantial 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 SY057 REPLACEMENT
OF TARRYTOWN FORCEMAIN
(PHASE II) AND ROUTE 119 GRAVITY
SEWER

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	\$5,000,000	\$2,000,000	\$7,000,000

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	\$5,000,000	\$2,000,000	\$7,000,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$5,000,000	\$2,000,000	\$7,000,000

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. 222-2023, WHICH PROVIDED FOR THE ISSUANCE OF \$5,000,000 BONDS TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR THE REPLACEMENT OR REHABILITATION OF PORTIONS OF THE TARRYTOWN FORCE MAIN, IN AND FOR THE COUNTY'S SAW MILL SANITARY SEWER DISTRICT, TO EXPAND THE SCOPE OF THE PROJECT TO INCLUDE REHABILITATION OF PORTIONS OF THE GRAVITY SEWER AND CONSTRUCTION OF AN EMERGENCY BYPASS TO TARRYTOWN FORCE MAIN, AND TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$7,000,000, AN INCREASE OF \$2,000,000.

WHEREAS, pursuant Act No. 222-2023, dated October 16, 2023, the Board previously authorized the issuance of \$5,000,000 bonds to pay the cost of design and construction management for the replacement or rehabilitation of portions of the Tarrytown force main, including incidental expenses in connection therewith, in and for the County's Saw Mill Sanitary Sewer District; and

WHEREAS, no obligations have been issued under Act No. 222-2023; and

WHEREAS, it has now been determined that (i) the aforesaid purpose should now be expanded to include costs of design, construction management and construction for the replacement or rehabilitation of portions of the Route 119 gravity sewer and construction of an emergency bypass to the Tarrytown force main, and (ii) the period of probable usefulness of the class of objects or purposes should be increased to forty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law, (iii) the estimated maximum cost thereof is now \$7,000,000, an increase of \$2,000,000, and (iv) the amount of bonds authorized should be increased to \$7,000,000; and

WHEREAS, \$7,000,000 has been appropriated in the Capital Budget of the County for the aforesaid class of objects or purposes;

WHEREAS, the cost of said class of objects or purposes shall be specially assessed against properties in the County's Saw Mill Sanitary Sewer District, which are specially benefitted by said class of objects or purposes; and

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

Section (A): The bond act duly adopted by this Board entitled

ACT NO. 222-2023

A BOND ACT AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR THE REPLACEMENT OR REHABILITATION OF PORTIONS OF THE TARRYTOWN FORCE MAIN, IN AND FOR THE COUNTY'S SAW MILL SANITARY SEWER DISTRICT.

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COSTS OF DESIGN CONSTRUCTION MANAGEMENT, AND CONSTRUCTION FOR THE REPLACEMENT OR REHABILITATION OF PORTIONS OF THE TARRYTOWN FORCE MAIN AND THE ROUTE 119 GRAVITY SEWER, INCLUDING CONSTRUCTION OF AN EMERGENCY BYPASS TO THE TARRYTOWN FORCE MAIN, IN AND FOR THE COUNTY'S SAW MILL SANITARY SEWER DISTRICT.

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 allocable to the County's Saw Mill Sanitary Sewer District; 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 costs of design, construction management and construction for the replacement or rehabilitation of portions of the Tarrytown force main and Route 119 gravity sewer, including construction of an emergency bypass to the Tarrytown force main, replacement or rehabilitation of associated manholes, air release vents and other appurtenances, and incidental expenses in connection therewith, there are hereby authorized to be issued \$7,000,000 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 \$7,000,000, and that the plan for the financing thereof is by the issuance of the \$7,000,000 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 Saw Mill Sanitary Sewer District, 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 portions 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.

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 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, 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. 222-2023, WHICH PROVIDED FOR THE ISSUANCE OF \$5,000,000 BONDS TO PAY DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR THE REPLACEMENT OR REHABILITATION OF PORTIONS OF THE TARRYTOWN FORCE MAIN, IN AND FOR THE COUNTY'S SAW MILL SANITARY SEWER DISTRICT, TO EXPAND THE SCOPE OF THE PROJECT TO INCLUDE REHABILITATION OF PORTIONS OF THE GRAVITY SEWER AND CONSTRUCTION OF AN EMERGENCY BYPASS TO TARRYTOWN FORCE MAIN, AND TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$7,000,000, AN INCREASE OF \$2,000,000.

class of objects or purposes:	costs of design, construction management and construction for the replacement or rehabilitation of portions of the Tarrytown force main and Route 119 gravity sewer, including construction of an emergency bypass to the Tarrytown force main, replacement or rehabilitation of associated manholes, air release vents and other appurtenances, and incidental expenses in connection therewith
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period of probable usefulness:	forty years
--------------------------------	-------------

amount of obligations to be issued:	\$7,000,000
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Dated: _____, 2024
White Plains, New York

Clerk of the County Board of Legislators of the County of
Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* SY057	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 03-21-2024
Fact Sheet Year:* 2024	Project Title:* REPLACEMENT OF TARRYTOWN FORCEMAIN (PHASE II) AND ROUTE 119 GRAVITY SEWER	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: 2516

Overall Project Description

This project provides for the replacement of the section of the Tarrytown force main that was not replaced in the previous project under Capital Project SY020. The scope of work involves replacement and/or rehabilitation of approximately 10,500 linear feet of 30" diameter force main and 1,300 linear feet of 30" gravity sewer. The Tarrytown force main carries sewage under pressure approximately 2.75 miles from the Tarrytown Pumping Station in the Village of Tarrytown to a ¼ mile section of gravity sewer that connects to the Saw Mill Trunk Sewer in the Village of Elmsford.

- | | | |
|---|--|--|
| <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	92,000	5,000	0	0	85,000	0	0	2,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	92,000	5,000	0	0	85,000	0	0	2,000

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

Current Bond Description: A Capital Budget Amendment (CBA) to add an additional \$2,000,000 to previous Bond Act 221-2023 and modify the scope thereof to fund the design, construction management, and construction of an emergency bypass to a 1,500 linear foot section of the Tarrytown Force Main; and the design of the replacement of approximately 10,500 linear feet of the 30 inch diameter Tarrytown Force Main and the replacement or rehabilitation of the approximate 1,300 linear feet of 30 inch diameter Route 119 Gravity Sewer, and all associated manholes, air release vents, and other appurtenances.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,000,000
Cash:	0
Total:	\$ 2,000,000

SEQR Classification:

TYPE II

Amount Requested:

2,000,000

Expected Design Work Provider:

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

Comments:

The Tarrytown Force Main carries sewage approximately 2.75 miles under pressure from the Tarrytown Pumping Station in the Village of Tarrytown to the approximately 0.25-mile Route 119 Gravity Sewer which connects to the Saw Mill Trunk Sewer in the Village of Elmsford. The first 4,200 linear feet of the Tarrytown Force Main was replaced under Capital Project SY020 and was completed in 2017. The remaining section of force main and gravity sewer have reached the end of their useful life. A break in an original section of force main occurred on 9/2/21 during Hurricane Ida and was repaired. A second force main break occurred on 1/26/22 and was repaired. A third break occurred on 7/10/23 and was repaired. Future breaks in this pipe can be expected if the pipe is not replaced as expeditiously as possible. WCDEF received a Notice of Violation from the New York State Department of Environmental Conservation on July 13, 2023 which required the submission of a correction action plan. This CBA will help ensure WCDEF meets the timelines specified in the corrective action plan.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	5,000,000	DESIGN AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

5,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	222	5,000,000		0 REPLACEMENT OF TARRYTOWN FORCEMAIN (PHASE II) AND ROUTE 119 GRAVITY SEWER

Total Financing History:

5,000,000

Recommended By:

Department of Planning

MLLL

Date

04-01-2024

Department of Public Works

RJB4

Date

04-03-2024

Budget Department

DEV9

Date

04-04-2024

Requesting Department

JWBA

Date

04-04-2024

REPLACEMENT OF TARRYTOWN FORCEMAIN (PHASE II) AND ROUTE 119 GRAVITY SEWER (SY057)

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	90,000	5,000				85,000			
Non County Share									
Total	90,000	5,000				85,000			

Project Description

This project provides for the replacement of the section of the Tarrytown force main that was not replaced in the previous project under Capital Project SY020. The scope of work involves replacement and/or rehabilitation of approximately 10,500 linear feet of 30" diameter force main and 1,300 linear feet of 30" gravity sewer. The Tarrytown force main carries sewage under pressure approximately 2.75 miles from the Tarrytown Pumping Station in the Village of Tarrytown to a ¼ mile section of gravity sewer that connects to the Saw Mill Trunk Sewer in the Village of Elmsford.

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
2023	5,000,000	Design and construction management	DESIGN
Total	5,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	5,000,000		5,000,000
Total	5,000,000		5,000,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
222 23	5,000,000			5,000,000
Total	5,000,000			5,000,000

**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 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: May 29th, 2024
White Plains, New York

Twelve-Zulu John
[Signature]
[Signature]

[Signature]
Twelve-Zulu John
[Signature]

k/jpg/4/04/2023

Budget & Appropriations

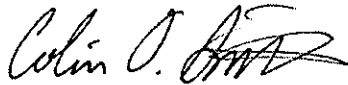
Public Works & Transportation

Dated: May 29, 2024
White Plains, New York

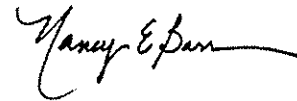
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: 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: 

DU 5/17/24

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 in a cursive style.

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 MEDIA FOR ALL 6 AERATION TANKS AND INSTALL OF MEDIA 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

HOME RULE REQUEST RESOLUTION NO. ____-2024







RESOLVED, that the Westchester County Board of Legislators approves the making of a Home Rule Request in the following format:

To the Legislature:

Pursuant to Article IX of the Constitution, the County of Westchester requests the enactment of Assembly Bill No. A10226A/Senate Bill No. S9547A entitled "AN ACT to amend the environmental conservation law, in relation to providing an exemption from requirements for the alienation of parkland for renewable energy generating projects in the county of Westchester."

A necessity exists for the enactment of this legislation because the local government does not have the power to enact such legislation by local law.

Dated: May 29, 2024
White Plains, New York

 Euziliana Ulat	 Benjamin Bayliff
 David J. Tubish	 David J. Tubish
 David J. Tubish	 David J. Tubish

COMMITTEES ON
Legislation Parks & Environment

Dated: May 29, 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

Vedat Galin

Nancy E. Barr

Vedat Galin

COMMITTEES ON

Legislation

Parks & Environment

STATE OF NEW YORK

10226--A

IN ASSEMBLY

May 14, 2024

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Levenberg, Burdick) -- read once and referred to the Committee on Environmental Conservation -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the environmental conservation law, in relation to providing an exemption from requirements for the alienation of parkland for renewable energy generating projects in the county of Westchester

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. The environmental conservation law is amended by adding a
2 new section 52-0908 to read as follows:
3 § 52-0908. Restriction on alienation exemption in Westchester county;
4 renewable energy generating projects.
5 Notwithstanding section 52-0907 of this title, real property acquired,
6 developed, improved, restored or rehabilitated by the county of West-
7 chester pursuant to subdivision four of section 52-0901 of this title
8 with funds made available pursuant to this title may be sold or disposed
9 of or used for other than public park purposes without the express
10 authority of an act of the legislature, and when such sale or disposal
11 occurs it:
12 1. applies only to the sale or disposal or rights to airspace directly
13 above such real property; and
14 2. is for the construction, installation and/or operation of a solar
15 energy project not to exceed two megawatts of generating capacity and
16 which is located above real property that was established and used for
17 vehicle parking prior to the effective date of this section.
18 § 2. This act shall take effect immediately and shall apply to alien-
19 ations of parkland for renewable energy generating projects in the coun-
20 ty of Westchester occurring on or after such date.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD15514-03-4

STATE OF NEW YORK

9547--A

IN SENATE

May 16, 2024

Introduced by Sen. HARCKHAM -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the environmental conservation law, in relation to providing an exemption from requirements for the alienation of parkland for renewable energy generating projects in the county of Westchester

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. The environmental conservation law is amended by adding a
2 new section 52-0908 to read as follows:
3 § 52-0908. Restriction on alienation exemption in Westchester county:
4 renewable energy generating projects.
5 Notwithstanding section 52-0907 of this title, real property acquired,
6 developed, improved, restored or rehabilitated by the county of West-
7 chester pursuant to subdivision four of section 52-0901 of this title
8 with funds made available pursuant to this title may be sold or disposed
9 of or used for other than public park purposes without the express
10 authority of an act of the legislature, and when such sale or disposal
11 occurs it:
12 1. applies only to the sale or disposal or rights to airspace directly
13 above such real property; and
14 2. is for the construction, installation and/or operation of a solar
15 energy project not to exceed two megawatts of generating capacity and
16 which is located above real property that was established and used for
17 vehicle parking prior to the effective date of this section.
18 § 2. This act shall take effect immediately and shall apply to alien-
19 ations of parkland for renewable energy generating projects in the coun-
20 ty of Westchester occurring on or after such date.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD15514-04-4

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: June 3rd, 2024

White Plains, New York

James B. Johnson
J. B. Johnson

David I. Lubin

Vedat Jasni

Smith

Sty

J. B. Johnson

Vedat Jasni
and

COMMITTEE ON

Budget & Appropriations

Law & Major Contracts

Dated: June 3, 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: Lawsuit Settlement: Thomas Dalton GI ☐ 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

DAO

Reviewed By: 

Budget Director

Date: 4/29/24

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.

**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: June 3rd, 2024
White Plains, New York

Henry B. Jones
J. B. Jones
Doreen L. Lubbo
Vedat Jasli
Smith
SLG

SLG
Henry B. Jones
J. B. Jones
Vedat Jasli
Smith

k/jpg/5/01/2024

Budget & Appropriations

Public Works & Transportat 485

Dated: June 3, 2024
White Plains, New York

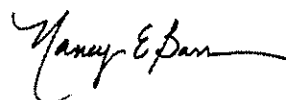
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**

A handwritten signature in black ink, appearing to read "Nancy E. Barr", with a long horizontal flourish extending to the right.

**PUBLIC WORKS &
TRANSPORTATION COMMITTEE**

A handwritten signature in black ink, appearing to read "Nancy E. Barr", with a long horizontal flourish extending to the right.

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: 

DUS/ky

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

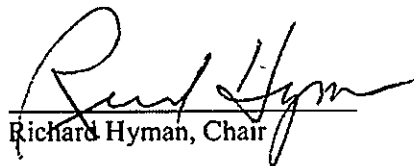
WHEREAS, the Woodfield Cottage is approximately 75 years old and has the original roof. The heating/cooling equipment/units are at the end of their useful life. The heating and cooling systems as well as the roof are failing. The roof failure has resulted in additional building damage and hazards. The 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	<u>\$0</u>	<u>\$4,000,000</u>	<u>\$4,000,000</u>

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:	<u>\$ 4,000,000</u>

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

**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

Dated: June 3rd, 2024

White Plains, New York

Amey Zuber John
To Mr
Dorothy Lubin
HSE
Mills
Vedat Jathi

Amey Zuber John
To Mr
HSE
Vedat Jathi

COMMITTEE ON

Budget & Appropriations

Human Services

Dated: June 3, 2024
White Plains, New York

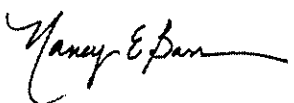

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**



**HUMAN SERVICES
COMMITTEE**

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

ACT NO. 2024 - _____

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 for 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 withhold 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

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

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

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.

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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 + COMBIVIER (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)	\$100.00	FC-2	
INSURANCE COMPANIES			
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 1 Part 140 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

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.

A cluster of five handwritten signatures in blue ink. The signatures are written in a cursive style. The top signature appears to be 'James J. Sullivan'. Below it are four other signatures, including one that looks like 'David J. Lubick'.

Dated: June 3rd, 2024

White Plains, NY

Budget & Appropriations

Dated: June 3, 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 "Nancy E. Dan". The signature is written in a cursive style with a long horizontal flourish at the end.

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.

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 \$153,475,981, 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 \$153,475,981 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 \$153,475,981, and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Samuel Zule John
[Signature]
Donald J. Lubio
[Signature]
[Signature]
[Signature]
[Signature]

Dated: June 3rd, 2024

White Plains, New York

Budget & Appropriations

Dated: June 3, 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 "Nancy E. Dan", with a long horizontal flourish extending to the right.

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 \$ 154,897,981

Total Current Year Revenue \$ 154,897,981

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 30, 2024

Reviewed By: 

Budget Director

Date: 5/30/24

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)	+ \$	153,475,981
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TOTAL GENERAL FUND EXPENSE	\$	153,475,981
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REVENUES:

Miscellaneous Budget

Other Miscellaneous - (101-52-1000-9670)	+ \$	153,475,981
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TOTAL GENERAL FUND REVENUE	\$	153,475,981
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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
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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.

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.

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. 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, during the transition from two- to four-year terms, where an individual legislator would reach twelve consecutive years in the middle of a four-year term, the legislation permits the completion of the term.

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: June 3 2024
White Plains, New York

Margaret A. Gio



Benjamin Bogdan

Vedat Gashi



COMMITTEE ON
Legislation

Dated: June 3, 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.

Emiliana Ulag

David Duman

COMMITTEE ON

Legislation

FISCAL IMPACT STATEMENT

SUBJECT: Local Law to modify terms of County L ☒ 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: Local Law amending Chapter 107 of the Laws of Westchester County to modify
the term of Westchester County Legislators from two years to four years, and concomitantly
modifies the term limits for County Legislators to be consistent with the new term length.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

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Title: Senior Budget Analyst

Department: Budget

Date: June 3, 2024

Reviewed By: Mark Medwid

Budget Director

Date: June 3, 2024

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. For purposes of the transition from two-year terms to four-year terms, any person who begins a term having completed less than twelve consecutive years shall be entitled to serve out the remainder of that term.

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. Notwithstanding any law to the contrary, the three-year term commencing January 1, 2026 shall be included in calculating the twelve consecutive years. For purposes of the transition from two-year terms to four-year terms, and from odd-year to even-year elections, any person who begins a term having completed less than twelve consecutive years shall be entitled to serve out the remainder of that term.

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.