

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Monday, April 14, 2025

10:00 AM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

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

Legislator Judah Holstein will be participating remotely from 1 Wild Turkey Way, Hamburg NJ 07419

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2025-122](#) **BOND ACT-SM095-Pumping Station Rehabilitation Prgm-Mam'k SSD**

A BOND ACT authorizing the issuance of TWO MILLION, FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS in bonds of Westchester County to finance Capital Project SM095 - Pumping Station Rehabilitation Program - Mamaroneck SSD.

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

Joint with PWT.

Guest: Department of Environmental Facilities

Commissioner Vincent Kopicki

2. [2025-135](#) IMA-Prisoner Transportation-Mount Vernon

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2023 through December 31, 2024, for a total amount not to exceed FIVE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED NINETY-FIVE (\$596,795) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

B&A Only.

Guests: Department of Correction

Assistant Warden Karl Vollmer

Chief Administrator Bill Fallon

3. [2025-140](#) ACT - DA Special Prosecutors

AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.

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

Joint with LMC.

Guests: Law Department

County Attorney John Nonna

Chief Deputy County Attorney Stacey Dolgin-Kmetz

II. OTHER BUSINESS**III. RECEIVE & FILE****1. [2025-123](#) COMM-Gift Acceptance-The Friends of Muscoot Farm, Inc.**

Forwarding written consent from County Executive Jenkins to accept a gift of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614 to be used by the County to help maintain Muscoot Farm.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

ADJOURNMENT



Kenneth W. Jenkins
Westchester County Executive

March 21, 2025

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 by your Honorable Board, will authorize the County of Westchester ("County") to issue bonds in the amount of \$2,500,000 to finance the following capital project:

SM095 – Pumping Station Rehabilitation Program – Mamaroneck SSD ("SM095").

The Bond Act, in the amount of \$2,500,000, will finance the cost of the design and construction management for the rehabilitation of and improvements to the following sewage pump station: Beaver Brook (Glen Oaks).

The Department of Environmental Facilities ("Department") has advised that design and construction management funding is for the rehabilitation of and improvements to the Beaver Brook (Glen Oaks) Pumping Station. The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

Following bonding authorization and execution of a consultant agreement, design is estimated to take twelve (12) months to complete. 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. 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 dark ink, appearing to read 'Ken Jenkins', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins
Westchester 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 \$2,500,000 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 and construction management for the rehabilitation of and improvements to the following sewage pump station: Beaver Brook (Glen Oaks).

The Department of Environmental Facilities (“Department”) has advised that design and construction management funding is for the rehabilitation of and improvements to the Beaver Brook (Glen Oaks) Pumping Station. The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

Following bonding authorization and execution of a consultant agreement, design is estimated to take twelve (12) months to complete. 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: _____, 20____
White Plains, New York

COMMITTEE ON

c/cmc.03.07.2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SM095

☐ 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 \$ 2,500,000 PPU 5 Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest): \$ 545,942

Total Debt Service (Annual Cost x Term): \$ 2,729,710

Finance Department: maab 3-18-25

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: 27

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget


Date: 3/18/25

Reviewed By: 

Budget Director

Date: _____

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 24, 2025

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 12/16/2024 (Unique ID: 2765)

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 and construction management. However, funds for construction management will not be expended unless funding for construction is approved, which will be subject to further environmental review as may be required by SEQR.

DSK/oav

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
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 2025

BOND ACT DATED _____, 2025.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE REHABILITATION OF AND IMPROVEMENTS TO THE GLEN OAKS PUMPING STATION, IN AND FOR THE BENEFIT OF THE COUNTY'S MAMARONECK 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 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 Mamaroneck 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 cost of the design and construction management for the rehabilitation of and improvements to the Glen Oaks Pumping Station, in and for the benefit of the Mamaroneck Sanitary Sewer District, including incidental expenses in connection therewith, there are hereby authorized to be issued \$2,500,000 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 \$2,500,000, and that the plan for the financing thereof is by the issuance of the \$2,500,000 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 five years, pursuant to subdivision sixty-two of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Mamaroneck Sanitary Sewer District, as allocated by the County, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

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

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

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

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

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project financing 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 monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____

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 _____, 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 _____.

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 _____ and approved by the County Executive on _____ 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. _____-2025

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE REHABILITATION OF AND IMPROVEMENTS TO THE GLEN OAKS PUMPING STATION, IN AND FOR THE BENEFIT OF THE COUNTY'S MAMARONECK SANITARY SEWER DISTRICT.

objects or purposes: financing the cost of design and construction management for the rehabilitation of and improvements to the Glen Oaks Pumping Station, in and for the benefit of the Mamaroneck Sanitary Sewer District, including incidental expenses in connection therewith

period of probable usefulness: five years

amount of obligations to be issued: \$2,500,000

Dated: _____
White Plains, New York

Clerk of the County Board of Legislators of the County of
Westchester, New York



CAPITAL PROJECT FACT SHEET

Project ID:* SM095	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-02-2025
Fact Sheet Year:* 2025	Project Title:* PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD	Legislative District ID: 3, 7, 6, 5,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2765

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	2025	2026	2027	2028	2029	Under Review
Gross	29,200	23,200	0	0	0	0	0	6,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	29,200	23,200	0	0	0	0	0	6,000

Expended/Obligated Amount (in thousands) as of : 3,053

Current Bond Description: The current request is for the Design and Construction Management for the rehabilitation and/or upgrade of the following sewage pump station: Beaver Brook (Glen Oaks). The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,500,000
Cash:	0
Total:	\$ 2,500,000

SEQR Classification:

TYPE II

Amount Requested:

2,500,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

Energy Efficiencies:

THE DESIGN IS TO NOT ONLY COVER NORMAL NECESSARY REPLACEMENT AND REHABILITATION, BUT TO IMPROVE EFFICIENCY OF THE PUMPING STATIONS BY REDUCING ENERGY USAGE AND MANPOWER COSTS.

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	\$2,500,000 CONSTRUCTION; \$2,500,000 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
24	99	11,500,000	0	FEN&WVR CONSTRUCTION
24	99	6,500,000	0	SAXON WOODS

Total Financing History:

20,700,000

Recommended By:

Department of Planning
MLLL

Date
12-16-2024

Department of Public Works
RJB4

Date
12-20-2024

Budget Department
DEV9

Date
12-23-2024

Requesting Department
JCL1

Date
12-23-2024

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	2025	2026	2027	2028	2029	Under Review
Gross	29,200	23,200	3,075						6,000
Non County Share									
Total	29,200	23,200	3,075						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

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
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	DESIGN
2023	6,000,000	Construction	DESIGN
2024	5,000,000	\$2,500,000 Construction; \$2,500,000 Design and construction management for the Glen Oaks Pumping Station	\$2,500,000 DESIGN; \$2,500,000 AWAITING BOND AUTHORIZATION
Total	23,200,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	23,200,000	683,845	22,516,155
Total	23,200,000	683,845	22,516,155

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				
99	24	11,500,000			11,500,000
99	24	6,500,000			6,500,000
Total		20,700,000		683,835	20,016,165



Kenneth W. Jenkins
County Executive

March 28, 2025

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 Mount Vernon ("Mount Vernon") in order to reimburse Mount Vernon an amount not to exceed \$295,443.00 in 2023 and an amount not to exceed \$301,352.00 in 2024, for a total not to exceed amount of \$596,795.00. This IMA will allow the County to reimburse Mount Vernon for the costs incurred by Mount Vernon to transport prisoners who have been arraigned to and from Mount Vernon and the Westchester County Jail.

The County will reimburse Mount Vernon for round trip prisoner transportation for the term January 1, 2023 through December 31, 2024, at the following rates: in 2023: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. In 2024, Mount Vernon will be reimbursed as follows: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers. Mount Vernon 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 16 miles each way. The County will also reimburse Mount Vernon 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

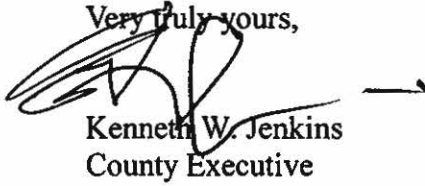
Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



I believe that this IMA with the City of Mount Vernon 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 black ink, appearing to read "KW Jenkins", followed by a horizontal line.

Kenneth W. Jenkins
County Executive

KJ/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 Mount Vernon ("Mount Vernon") for the term commencing retroactively to January 1, 2023 and extending through December 31, 2024 in order to reimburse Mount Vernon in an amount not to exceed \$295,443.00 in 2023, and \$301,352.00 in 2024, for a total amount not to exceed \$596,795.00. This IMA will allow the County to reimburse Mount Vernon for the costs incurred by Mount Vernon to transport prisoners who have been arraigned to and from Mount Vernon and the Westchester County Jail.

The County will reimburse Mount Vernon for round trip prisoner transportation for the term January 1, 2023 through December 31, 2024, at the following rates: in 2023: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. In 2024, Mount Vernon will be reimbursed as follows: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police

officers. Mount Vernon 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 16 miles each way. The County will also reimburse Mount Vernon 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 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 14, 2025, 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: _____, 2025
White Plains, New York

COMMITTEE ON:

c/mb/3.17.25

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Trans. Mt Vernon 2023-2024

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	GENERAL FUND
-------------------------------------	--------------

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	295,443
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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: 2024-\$301,352(to reimburse city of Mount Vernon for transporting prisoners).

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: William Fallon

Title: Director of Administrative services

Department: Correction

Date: March 25, 2025

Reviewed By:

Budget Director

Date: 3/27/25

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2023 through December 31, 2024, for a total amount not to exceed \$596,795.00.

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 Mount Vernon (“Mount Vernon”) in order to reimburse Mount Vernon for the cost to transport prisoners round trip between Mount Vernon City Court and the Westchester County Jail located at Valhalla, New York, in the not to exceed amount of \$295,443.00 in 2023 and \$301,352.00 in 2024 for a total aggregate amount not to exceed \$596,795.00 for the term retroactive to January 1, 2023 and extending through December 31, 2024.

§2. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2023 through December 31, 2023 at the following rates: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers. Mount Vernon 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 (\$.67) cents, or at the then current Internal Revenue Service mileage rate for

the term of the IMA. Mount Vernon 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—MOUNT VERNON

THIS AGREEMENT, made this _____ day of _____, 2025

by and between:

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

(hereinafter referred to as the “County”)

and

THE CITY OF MOUNT VERNON, a municipality of the State of New York having its office and place of business at City Hall, Roosevelt Square, Mount Vernon, New York 10550

(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 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 (the “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. **PAYMENT TERMS**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2023 - \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers.

2024 - \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon 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.

The annual cost of this Agreement in 2023 shall not exceed \$295,443.00, and in 2024 shall not exceed \$301,352.00, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$596,795.00.

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.

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.

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 retroactively on January 1, 2023 and shall expire on December 31, 2024. 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. **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.

6. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior 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.

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 bodies of the Municipality.

DRAFT

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2025.

THE COUNTY OF WESTCHESTER

THE CITY OF MOUNT VERNON

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
Mayor

Approved by the Westchester County Board of Legislators by Act No. 20____ -
____ on the _____ day of _____, 20____.

Approved by the City Council of the City of Mount Vernon on the _____ day of
_____, 20____.

Approved by the Board of Estimate and Contract of the City of Mount Vernon on the ____ day of
_____, 20____.

Approved

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/MB/DCR/CON126925/Mt. Vernon. 2023-24 Agmt.

Corporation Counsel

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2025, 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 _____, 2025, 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.

Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

April 1, 2025

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

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt "AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701."

Since the Hon. Susan Cacace has taken office as Westchester County District Attorney, her office has been required to recuse itself in a number of cases, due to conflicts that have arisen from her time as a Westchester County Court Judge. To date, 75 cases have required the appointment of Special District Attorneys pursuant to New York State County Law ("NY County Law") Section 701. Of those 75 cases, 25 have been assigned to other District Attorney Offices, and 50 to private practitioners. As additional conflicts arise, additional Special District Attorneys are expected to be appointed.

Under Section 701, after notice and an opportunity to be heard, your Honorable Board is required to authorize payment of fees and disbursements for Special District Attorneys as certified by the appropriate court. In order to expedite processing of invoices in these cases, the proposed Act creates a funding pool of \$1,500,000.00 for payment of invoices for Special District Attorneys who are not a part of another District Attorney's Office in the State of New York, to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

Under the proposed Act, my office will be tasked with reviewing invoices, determining if the County should avail itself of the opportunity to be heard under Section 701, and ensuring that invoices are appropriately certified by the courts. Once that is done, the invoices will be able to be submitted to the Commissioner of Finance for payment.

I would note that this Act is limited to the payment of private Special District Attorneys arising from the conflicts resulting from District Attorney Cacace's time as a Westchester County Court Judge. If a Special District Attorney is required to be appointed for some other reason (such as a conflict stemming from the District Attorney's Office itself), then separate payment authorization would be required. Similarly, if another District Attorney's Office seeks compensation under NY County Law Section 701, separate payment authorization would be required. I would note that if another District

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

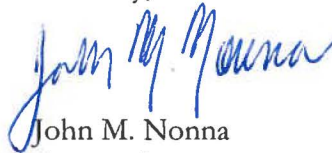
Telephone: (914)995-2660 Website: westchestergov.com

Attorney's Office seeks compensation (which is not required), that compensation is limited to the actual compensation paid by that office. NY County Law § 701(5).

Additionally, under the Act, my office will provide quarterly reports to your Honorable Board identifying the attorneys to which cases have been assigned, the number cases assigned to each attorney, and the total amounts paid to each attorney under this pool.

In consultation with the Court, we believe that this is the most efficient manner to process these mandatory payments. As such, I respectfully request that this Honorable Board adopt the proposed legislation.

Sincerely,



John M. Nonna
County Attorney

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

The Committee is in receipt of “AN ACT” authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.”

Your Committee is informed that a number of Special District Attorneys have been, and will continue to be, appointed pursuant to New York State County Law (“NY County Law”) Section 701 due to conflicts that have arisen from District Attorney Cacace’s time as a Westchester County Court Judge. Annexed to the proposed Act is a table containing the names of those Special District Attorneys, and the number of cases assigned to each as of the date of the submission of this Act. For those Special District Attorneys who are in private practice, those services have been arranged to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

Your Committee notes that under New York County Law § 701, this Honorable Board is responsible for authorizing the payment of fees and disbursements for Special District Attorneys, after certification by the appropriate court. In order to expedite processing of these invoices, the proposed Act creates a funding pool of \$1,500,000.00 for payment of invoices for Special District Attorneys who are not a part of another District Attorney’s Office in the State of New York, and charges the funding pool against the budget of the Westchester County District Attorney’s Office.

Your Committee further notes that this proposed act authorizes the County Attorney, or his designee, to review invoices and determine if the County shall avail itself of the notice and opportunity

to be heard on the invoice as set forth under NY County Law Section 701. The Act then provides that, upon certification by the court, in compliance with NY County Law Section 701, and review by the County Attorney, invoices may be submitted to the Commissioner of Finance for payment, so long as the rate of pay does not exceed \$400.00 per hour, and so long as the amount paid under this funding pool does not exceed \$1,500,000.00.

Your Committee recognizes that this Act applies only to the payment of invoices for Special District Attorneys appointed due to the conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Any other Special District Attorney appointment will require separate payment authorization from this Board. Additionally, in order to track the appointments and payments made under this funding pool, your Committee notes that the County Attorney's Office shall provide this Honorable Board with updates to the table annexed to the proposed Act, including the total amounts paid to each attorney as of the date of the update.

Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

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

Dated: 2025
White Plains, New York

COMMITTEE ON

ACT NO. ____ - 2025

AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.

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

§ 1. The Board of Legislators has been informed that a number of Special District Attorneys have been, and will continue to be, appointed pursuant to New York State County Law ("NY County Law") Section 701 due to conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Annexed hereto is a table containing the names of those Special District Attorneys, and the number of cases assigned to each as of the date of the submission of this Act.

§ 2. For those Special District Attorneys who are in private practice, those services have been arranged to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

§ 3. Pursuant to NY County Law Section 701, the Board of Legislators is charged with authorizing payment of invoices submitted by Special District Attorneys, which shall be certified by the appropriate court. In order to expedite processing, a funding pool of \$1,500,000.00 is hereby authorized for payment of invoices for Special District Attorneys who are not a part of another District Attorney's Office in the State of New York. This funding pool shall be charged against the budget of the Westchester County District Attorney's Office.

§ 4. The County Attorney, or his designee, is authorized to review invoices and determine if the County shall avail itself of the notice and opportunity to be heard on the invoice as set forth under NY County Law Section 701. Upon certification by the court, in compliance with NY County Law Section 701, and review by the County Attorney, invoices may be submitted to the Commissioner of Finance for payment, so long as the rate of pay does not exceed \$400.00 per hour, and so long as the amount paid under this funding pool does not exceed \$1,500,000.00.

§ 5. This funding pool shall be used solely for the payment of invoices for Special District Attorneys appointed due to the conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Any other Special District Attorney appointment will require separate payment authorization from this Board.

§ 6. Once per quarter, beginning with the first quarter following the passage of this Act, the County Attorney's Office shall provide this Board with updates to the annexed table, including the total amounts paid to each attorney as of the date of the update.

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

APPOINTMENTS AS OF APRIL 1, 2025

Attorney/Firm	Number of Cases Assigned
Andrew Rubin	1
Courtney McGowan	1
Tobin, Bernardon & Wazny, LLP	19
James Byrne	3
Jeffrey A. Cohen	1
Lisa Colosi Florio	1
Jeffrey Gasbarro	1
Joshua D. Martin	2
Kevin Kennedy	1
Mark J. Fitzmaurice	1
Matthew Montana	1
Michael Borrelli	10
Patsy Bonanno	2
Rachel J. Filasto	1
Stefanie Denise	5
Bronx County District Attorney's Office	1
Dutchess County District Attorney's Office	1
Kings County District Attorney's Office	2
Nassau County District Attorney's Office	2
Queens County District Attorney's Office	14
Rockland County District Attorney's Office	2
Suffolk County District Attorney's Office	3

FISCAL IMPACT STATEMENT

SUBJECT: Legal Services, Special DA's

☐ 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	\$	1,500,000
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Total Current Year Revenue	\$	-
-----------------------------------	-----------	----------

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

☐ Additional Appropriations ☐ Other (explain) _____

Identify Accounts: DA Technical Services

Fund 101 Dept 37 Unit 0010 Sub-Unit 1000 Object 4420

Potential Related Operating Budget Expenses:	Annual Amount	\$1,500,000.00
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Describe: Legal services rendered by Special District Attorneys appointed

pursuant to New York County Law Sections 701 due to conflicts that have arisen from District

Attorney Cacace's time as a Westchester County Court Judge.

[illegible]

Describe:

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Roberto Nascimento

Title: Sr. Budget Analyst

Department: Budget

Date: April 2, 2025

Reviewed By: Andrew A. De

Budget Director

Date: 4/2/24



Kenneth W. Jenkins
County Executive

March 20, 2025

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

Honorable Members:

Pursuant to Chapter 209 of the Laws of Westchester County, enclosed for filing please find a copy of my written consent to accept a gift of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614. This equipment will be used by the County to help maintain Muscoot Farm for the enjoyment of future generations.

Acceptance of this gift requires no expenditure of County capital or non-recurring funds to house or make it operative.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "KWJ", written over the typed name and title.

Kenneth W. Jenkins
County Executive

KWJ/KOC/jpg

Office of the County Executive

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

Telephone: (914)995-2900

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10/10/07



Kenneth W. Jenkins
County Executive

March 20, 2025

Susan Moga
President
The Friends of Muscoot Farm, Inc.
51 Route 100
Katonah, N.Y. 10536

Dear Ms. Moga,

Pursuant to Chapter 209 of the Laws of Westchester County, I hereby consent to the County's acceptance of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614 and as detailed in the attached equipment list. This equipment will be used by the County to help maintain Muscoot Farm for the enjoyment of future generations.

On behalf of the citizens of Westchester County, I thank you and the The Friends of Muscoot Farm, Inc. for your generosity.

Sincerely,

A handwritten signature in black ink, appearing to be "Kenneth W. Jenkins", written over the word "Sincerely,". The signature is fluid and extends to the right.

Kenneth W. Jenkins
County Executive

KWJ/KOC/jpg

Office of the County Executive

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

Telephone: (914)995-2900

FISCAL IMPACT STATEMENT

SUBJECT: Gift Acceptance - Equipment

☒ 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	\$	-
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Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☒ Other (explain)

Identify Accounts: Equipment valued at approximately \$282,614.

Potential Related Operating Budget Expenses:	Annual Amount
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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: Kerry Riguzzi 

Title: Manager - Fiscal Operations

Department: Parks, Recreation & Conservation

Date: February 25, 2025

Reviewed By: [Signature]

Budget Director

Date: 3/20/25



The Friends of Muscoot Inc
51 Route 100
Katonah, New York 10536
www.muscootfarm.org

**The Friends of Muscoot
Muscoot Farm
51 Route 100
Katonah, NY 10536**

February 25, 2025

**Jason Klein
Director of Conservation
450 Saw Mill River Rd
Ardsley, NY 105**

Dear Jason,
Attached is a list of equipment purchased by the Friends of Muscoot for Muscoot Farm, totaling \$282,614. The Friends of Muscoot would like to donate these items with no restrictions or limitations to the Department of Parks, Recreation, and Conservation.

Sincerely,

**SUE MOGA
Susan Moga
Friends of Muscoot
President**

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176





The Friends of Muscoot Inc
 51 Route 100
 Katonah, New York 10536
www.muscootfarm.org

Facility	Manufacturer	Model	Item	Year	Fleet #	Serial Number	Value New
Muscoot Farm	H & S 270		Manure Spreader		Friends		28,000
Muscoot Farm	Kuhn		Hay Mower	2012	Friends		20,000
Muscoot Farm	Kasco		Eco Drill		Friends		15,950
Muscoot Farm	New Holland	BC5060	Hay Baler	2011	Friends		15,000
Muscoot Farm	Kuhn Tedder	D1307	Tedder		Friends	GB202THA	14,000
Muscoot Farm	Stoltzfus		Hay Wagon Person Transport		Friends		14,000
Muscoot Farm	Knowles		Hay Wagon Person Transport		Friends		12,215
Muscoot Farm	Bush Hog	2212	Wing Mower	2013	Friends		12,000
Muscoot Farm	Shiloh		Tranposrt Wagon		Friends		12,000
Muscoot Farm	Winpower		Generator		Friends		12,000
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Land Pride		Grader		Friends		10,600
Muscoot Farm	International	570	Seed Drill		Friends		9,500
Muscoot Farm	John Deere	650	Tractor		Friends		9,300
Muscoot Farm	Blizzard	B84A	Snow Blower 8'		Friends	SJT007851	8,200
Muscoot Farm	Frontier		Finishing Mower 3pt		Friends		5,000
Muscoot Farm	New Holland	Rolarbar 258	Hay Rake		Friends		4,800
Muscoot Farm	New Holland	Rolabar 256	Hay Rake		Friends	608759	4,800
Muscoot Farm	Kuhn 735	MDS735	Fertilizer Spreader	2008	Friends		4,200
Muscoot Farm	Vortex		Power Washer	2021	Friends		4,000
Muscoot Farm	Featherlite	8191006STD	Transport Box		Friends	4FGA20606LC1 52383	3,200
Muscoot Farm	John Deere	62D2	Mower Deck		Friends	M0262A030475	3,000
Muscoot Farm	Westword		Mobile Compressor		Friends		3,000
Muscoot Farm	Coburn		Milk Compressor		Friends		2,900
Muscoot Farm	Ford	241	Disc Tiller		Friends	WN12347	2,800
Muscoot Farm	Hayrite		20' Hay Elevator		Friends		2,000
Muscoot Farm	Highland Tank		Storage Tank		Friends		1,800
Muscoot Farm	Craftsman	YS4500	Ride on Mower		Friends		1,600
Muscoot Farm	Showco		Hay Elevator		Friends		1,600
Muscoot Farm	Hayrite		15 Hay Elevator		Friends		1,500
Muscoot Farm	Lincoln Electric		Welder		Friends		1,500
Muscoot Farm	New Holland		Hay Wagon Person Transport		Friends		1,400
Muscoot Farm	Brillon		Cultipacker		Friends		1,200
Muscoot Farm	Beef Co		Cone Spreader		Friends	281734	1,000
Muscoot Farm	Central		Water Pump		Friends		800
Muscoot Farm	Countyline	F15FS	Fence Strecher		Friends	21300259	800
Muscoot Farm	Toro		20" Walk Behind Mower		Friends		800
Muscoot Farm	Mculloch		Chain Saw		Friends		600
Muscoot Farm	John Deere	Imate Box	Ballast Box		Friends		500
Muscoot Farm	Stihl	M5170	Chain Saw		Friends		500
Muscoot Farm	Troy Built		Roto Tiller		Friends		499

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176





The Friends of Muscoot Inc

51 Route 100,
Katonah, New York 10536
www.muscootfarm.org

Muscoot Farm	Spyker	78-20-A1	Fertilizer Spreader	Friends	300
Muscoot Farm	Porter Cable		Air Compressor	Friends	200
Muscoot Farm	John Deere		Pull Behind Cultivator	Friends	100

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176

