



Budget & Appropriations

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

Meeting Agenda

Committee Chair: Catherine Borgia

Monday, March 1, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Public Safety, Public Works & Transportation and Environment & Health

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2021-166](#) **IMA-Fire Suppression Services-Hawthorne Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed TWENTY-SIX THOUSAND (\$26,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with PS

Guests: Commissioner Wishnie, Deputy Commissioner Spear, Chief Dingee and Chief Caputo- DES

2. [2021-167](#) **IMA-Fire Suppression Services-Valhalla Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed NINETY THOUSAND (\$90,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with PS

Guests: Commissioner Wishnie, Deputy Commissioner Spear, Chief Dingee and Chief Caputo - DES

3. [2021-185](#) **BOND ACT(Amended)-SPC38-Port Chester WRRF Primary Settling Tank Rehab.**

A BOND ACT (Amended) authorizing the issuance of ONE MILLION, FIVE HUNDRED THOUSAND (\$1,500,000) DOLLARS in additional bonds of Westchester County to finance Capital Project SPC38 - Port Chester Water Resource Recovery Facility - Primary Settling Tank Rehab. and Misc. Improvements.

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

Joint with PWT

Guest: Deputy Commissioner Federici and CJ Gelardo, Capital Program Coordinator - DEF

4. [2021-165](#) **IMA-Watershed Delegation-NYCDEP**

AN ACT authorizing the County of Westchester to renew an intermunicipal agreement with the New York City Department of Environmental Protection for the delegation to the County of Westchester the administration and enforcement of Section 18-38 of Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources", whereby the County will review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems located in the portion of the watershed of the New York City water supply situated within Westchester County.

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

Joint with PWT & EH

Guests: Delroy Taylor, P.E & Heather McVeigh, Senior Engineer - DOH

II. OTHER BUSINESS

1. Labor Subcommittee Discussion

Guests: Tom Carey, President WPCLB, Jen Puja, Labor Council Director WPCLB

III. RECEIVE & FILE

1. [2021-186](#) **CLERK OF THE BOARD - Peekskill Sanitary Sewer Inclusion - Hill and Dale Rd.**

Forwarding a Resolution adopted by the Town Board of the Town of Cortlandt requesting an inclusion to the Peekskill Sanitary Sewer District for a parcel located at Hill and Dale Road, Cortlandt Manor.

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

ADJOURNMENT



George Latimer
County Executive

January 29, 2021

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the above contract is a “Type II” action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5(c)(26). Type

If actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

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

George Latimer
County Executive

GL/JMC/CMC
Attachments

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the proposed contract is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(26), which is an action determined not to have a significant effect on the

environment and therefore does not require further environmental review. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C:CMC.01.29.2021

FISCAL IMPACT STATEMENT

SUBJECT: Hawthorne Fire District 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 \$ 13,000

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 101 20 1000 4420

Potential Related Operating Budget Expenses: Annual Amount 13,000

Describe: IMA with Hawthorne FD for fire suppression services for the term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022 for a NTE amount of \$26,000 for two years.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

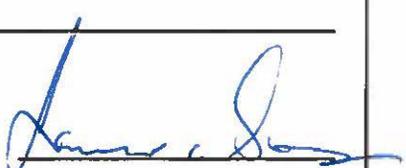
Next Four Years: _____

Prepared by: Linda Luddy

Title: Program Specialist - Grants

Department: Emergency Services

Date: January 25, 2021

Reviewed By: 
PH Budget Director

Date: 2/8/21

TO: Richard G. Wishnie, Commissioner
Department of Emergency Services

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



DATE: January 25, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENTS
WITH VALHALLA AND HAWTHORNE FIRE DISTRICTS**

PROJECT/ACTION: Intermunicipal agreements with the Valhalla Fire District and Hawthorne Fire District for the provision of firefighting-related services in connection with the County's Grasslands Reservation, as well as for assistance in operating emergency vehicles and decontamination equipment within the County if needed, for the years 2021 and 2022.

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)(26):**
routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.
-

COMMENTS: None

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Carla Chaves, Assistant County Attorney
Linda Luddy, Department of Emergency Services
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021- _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation.

§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.

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

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

and

THE HAWTHORNE FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 25 Home Street, Hawthorne, New York 10532 (hereinafter referred to as the "Fire District" or "District")

WITNESSETH

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Reservation, located in Valhalla, NY ("Grasslands Reservation"), the County, acting by and through its Department of Emergency Services ("DES") desires to obtain the services of the Fire District to enhance fire protection at the Grasslands Reservation; and

WHEREAS, the Fire District desires to participate in specialized activities and furnish certain fire suppression services at the Grasslands Reservation 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 Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the

Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center Staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed THIRTEEN THOUSAND AND 00/100 (\$13,000.00) DOLLARS for each year of this Agreement, for a total aggregate amount not to exceed TWENTY-SIX THOUSAND AND 00/100 (\$26,000.00) DOLLARS during the term of this Agreement, payable in accordance with the following schedule:

- 10% - due by March 1
- 30% - due by May 1
- 30% - due by August 1
- 30% - due by November 1

Any and all requests for payment shall be submitted by the Fire District on properly executed payment vouchers of the County and paid only after approval by the County Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH".

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 consecutive numbering and be non-repeating.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2021 and shall terminate on December 31, 2022.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

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

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

SIXTH: In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service

on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached hereto and made a part hereof.

ELEVENTH: 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: Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

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

To the Fire District: The Hawthorne Fire District
P.O. Box 211
25 Home Street
Hawthorne, New York 10532

Notice shall be effective on the date of receipt.

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

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, 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 Fire District 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.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records

for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

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 work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By: _____
Commissioner of Emergency Services

THE HAWTHORNE FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____ 2021, by Act No. 2021- ____.

Approved as to form and manner of execution:

Associate County Attorney
The County of Westchester
2021 Hawthorne FD Agreement.cmc.01.21.2021.docx

FIRE DISTRICT ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Fire District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District 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 Director, the Fire District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County of Westchester for approval by the Director. Upon failure of the Fire District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

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

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

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

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

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

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

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

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

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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

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

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



George Latimer
County Executive

January 29, 2021

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

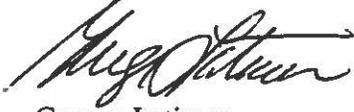
(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the above contract is a “Type II” action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5(c)(26). Type II actions are those actions determined not to have a significant effect on the environment and

therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

George Latimer
County Executive

GL/JMC/CMC
Attachments

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-

cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the proposed contract is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(26), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C:CMC.01.29.2021

FISCAL IMPACT STATEMENT

SUBJECT: Valhalla Fire District 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 \$ 45,000

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 101 20 1000 4420

Potential Related Operating Budget Expenses: Annual Amount \$45,000

Describe: IMA with Valhalla FD for fire suppression services for the term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022 in an amount NTE \$90,000 for two years.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

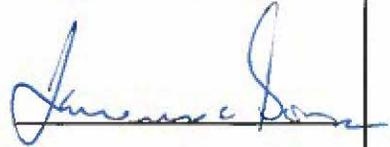
Next Four Years: _____

Prepared by: Linda Luddy

Title: Program Specialist - Grants

Department: Emergency Services

Date: January 25, 2021

Reviewed By: 
Budget Director

Date: 2/8/21

TO: Richard G. Wishnie, Commissioner
Department of Emergency Services

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

DATE: January 25, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENTS
WITH VALHALLA AND HAWTHORNE FIRE DISTRICTS**

PROJECT/ACTION: Intermunicipal agreements with the Valhalla Fire District and Hawthorne Fire District for the provision of firefighting-related services in connection with the County's Grasslands Reservation, as well as for assistance in operating emergency vehicles and decontamination equipment within the County if needed, for the years 2021 and 2022.

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)(26):**
routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Carla Chaves, Assistant County Attorney
Linda Luddy, Department of Emergency Services
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021-_____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation.

§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.

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

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

and

THE VALHALLA FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 330 Columbus Avenue Valhalla, NY 10595 (hereinafter referred to as the "Fire District" or "District")

W I T N E S S E T H

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Reservation ("Grasslands Reservation"), the County, acting by and through its Department of Emergency Services ("DES") desires to obtain the services of the Fire District to enhance fire protection on the Grasslands Reservation; and

WHEREAS, the Fire District desires to participate in specialized activities and furnish certain fire suppression services on the Grasslands Reservation 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 Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the

County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed FORTY-FIVE THOUSAND AND 00/100 (\$45,000.00) DOLLARS for each year of the Agreement, for a total aggregate amount not to exceed NINETY THOUSAND AND 00/100 (\$90,000.00) DOLLARS during the term of this Agreement, payable in accordance with the following schedule:

10% - due by March 1
30% - due by May 1
30% - due by August 1
30% - due by November 1

Any and all requests for payment shall be submitted by the Fire District on properly executed payment vouchers of the County and paid only after approval by the County Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH".

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 consecutive numbering and be non-repeating.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2021 and shall terminate on December 31, 2022.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in

the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

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

SIXTH: (a) The County, upon ten (10) business days' written notice, may terminate this Agreement in whole or in part when the County deems it to be in the County's best interest.

(b) In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

(c) In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “A” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof.

ELEVENTH: 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: Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

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

To the Fire District: The Valhalla Fire District
PO Box 228
Valhalla, New York 10595

Notice shall be effective on the date of receipt.

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

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, 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 Fire District 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.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

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 work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

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

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

THE COUNTY OF WESTCHESTER

By: _____
Commissioner of Emergency Services

THE VALHALLA FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____, 2021 by Act No. 2021-__.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
2021 Valhalla FD Agreement.cmc.01.21.2021.docx

FIRE DISTRICT ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Fire District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District 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 Director, the Fire District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County of Westchester for approval by the Director. Upon failure of the Fire District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

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

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

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

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

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

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

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

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

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

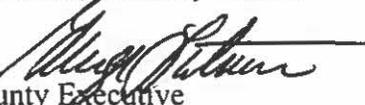
(b) The clause “other insurance provisions” in a policy in which the County is named as an insured, shall not apply to the County.

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

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

February 17, 2021

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Amended Bond Act – SPC38 – Port Chester Water Resource Recovery Facility – Primary Settling Tank Rehab. and Misc. Improvements.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators February 22, 2021 Agenda.

Transmitted herewith for your review and approval is an amended bond act (the “Amended Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue additional bonds in the amount of \$1,500,000 to finance the following capital project: SPC38.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for February 22, 2021 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

February 17, 2021

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of \$1,500,000 to finance the following capital project:

SPC38 – Port Chester Water Resource Recovery Facility – Primary Settling Tank Rehab and Misc. Improvements ("SPC38").

The Amended Bond Act, in the total amount of \$7,400,000, which includes \$5,900,000 in previously authorized bonds of the County, would provide \$1,500,000 in additional construction funding for the rehabilitation of the Primary Settling Tank at the County's Port Chester Water Resource Recovery Facility. Work will include the replacement of the influent channel concrete roof slabs and the primary sludge piping system influent channel span beams; repair of the masonry walls and coping stones; replacement of the fire protection system and related systems, such as the installation of a new fire pump system; influent wet well rehabilitation; replacement of effluent pump piping and valves; and upgrading of all chemical containment areas plant wide.

The Department of Environmental Facilities ("Department") has advised that the structures and equipment to be improved by SPC38 are part of the original facility which was built by the Village of Port Chester in approximately 1962 and were acquired by the County in 1975. Those structures and pieces of equipment have exceeded their useful lives and require replacement.

Design for this project is currently completed. It is estimated that construction will take approximately eighteen (18) months to complete and will begin after award and execution of construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for prior components of this project as follows: Bond Act 2-2017 in the amount of \$900,000 which financed the design phase of SPC38; and Bond Act No. 121-2020, which amended Bond Act No. 2-2017 to provide an additional \$5,000,000 in bonds to fund the construction phase of this project, for a total bonding amount of \$5,900,000. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 2-2017, as amended by Bond Act No. 121-2020, be further amended to increase the total amount authorized

Office of the County Executive

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

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

westchestergov.com

by an additional \$1,500,000, for a total authorized amount, as amended, of \$7,400,000. It should be noted that the Amended Bond Act will not change the scope of this project but will only add additional construction funding.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", with a long horizontal flourish extending to the right.

George Latimer
County Executive

Attachments

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

Your Committee is in receipt of an amended bond act (the “Amended Bond Act”) in the total amount of \$7,400,000, which includes \$5,900,000 in previously authorized bonds of the County of Westchester (“County”), to finance Capital Project SPC38 – Port Chester Water Resource Recovery Facility – Primary Settling Tank Rehab and Misc. Improvements (“SPC38”).

The Amended Bond Act, which was prepared by the law firm Norton Rose Fulbright, will provide \$1,500,000 in additional construction funding for the rehabilitation of the Primary Settling Tank at the County’s Port Chester Water Resource Recovery Facility. Work will include the replacement of the influent channel concrete roof slabs and the primary sludge piping system influent channel span beams; repair of the masonry walls and coping stones; replacement of the fire protection system and related systems, such as the installation of a new fire pump system; influent wet well rehabilitation; replacement of effluent pump piping and valves; and upgrading of all chemical containment areas plant wide.

The Department of Environmental Facilities (“Department”) has advised that the structures and equipment to be improved by SPC38 are part of the original facility which was built by the Village of Port Chester in approximately 1962 and were acquired by the County in 1975. Those structures and pieces of equipment have exceeded their useful lives and require replacement.

Design for this project has been completed. It is estimated that construction will take eighteen (18) months to complete and will begin after award and execution of construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for prior components of this project as follows: Bond Act 2-2017 in the amount of \$900,000 which financed the design phase of SPC38; and Bond Act No. 121-2020, which amended Bond Act No. 2-2017 to provide an additional \$5,000,000 in bonds to fund the construction phase of this project, for a total bonding amount of \$5,900,000. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 2-2017, as amended by Bond Act No. 121-2020, be further amended to increase the total amount authorized by an additional \$1,500,000, for a total authorized amount, as amended, of \$7,400,000. It should be noted that the Amended Bond Act will not change the scope of this project but will only add additional construction funding.

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

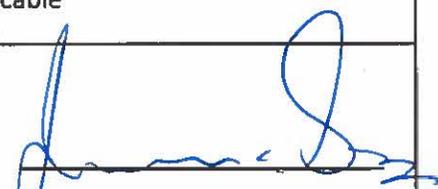
It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C:JPG/2-03-2021

FISCAL IMPACT STATEMENT

| | | | |
|--|--|--|---|
| CAPITAL PROJECT #: <u>SPC38</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 | \$ 7,400,000 | PPU 30 | Anticipated Interest Rate 1.27% |
| Anticipated Annual Cost (Principal and Interest): | \$ 295,586 | | |
| Total Debt Service (Annual Cost x Term): | \$ 8,867,580 | | |
| Finance Department: | Interest rates from February 9, 2021 Bond Buyer - ASBA | | |
| SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget | | | |
| Potential Related Expenses (Annual): | \$ | - | |
| Potential Related Revenues (Annual): | \$ | - | |
| Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years): | | | |
| _____ | | | |
| _____ | | | |
| SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job | | | |
| Number of Full Time Equivalent (FTE) Jobs Funded: | 80 | | |
| SECTION E - EXPECTED DESIGN WORK PROVIDER | | | |
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable | |
| Prepared by: | <u>CJ Gelardo</u> | Reviewed By: |  |
| Title: | <u>Capital Program Coordinator</u> | Date: | <u>2/17/21</u> |
| Department: | <u>Enviornmental Facilities</u> | | |
| Date: | <u>2/16/21</u> | | |

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

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

DATE: February 12, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SPC38 PORT CHESTER WATER RESOURCE RECOVERY FACILITY –
PRIMARY SETTLING TANK REHAB AND MISC. IMPROVEMENTS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 02/02/2021 (Unique ID: 1617)

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

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

COMMENTS: The current request is for an increase in funding for a project previously approved under Bond Act 121-20 with no change in scope.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Gideon Grande, Deputy Budget Director
Lorraine Yazzetta, Associate Budget Director
Anthony Zaino, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

REFERENCE SPC38

ACT NO. _____ - 2021

BOND ACT DATED _____, 2021.

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 2-2017 AS AMENDED BY BOND ACT NO. 121-2020, WHICH PROVIDED \$5,900,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF THE REHABILITATION OF THE PRIMARY SETTLING TANK, INCLUDING IMPROVEMENTS TO THE INFLUENT CHANNEL, REPLACEMENT OF THE FIRE PROTECTION SYSTEM, VALVE AND PIPING REPLACEMENTS AND CHEMICAL CONTAINMENT IMPROVEMENTS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY, TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$7,400,000 THEREBY PROVIDING AN ADDITIONAL \$1,500,000 BONDS FOR SAID PURPOSE.

WHEREAS, this Board has previously authorized the issuance of \$5,900,000 bonds to finance design, construction management and construction costs for the rehabilitation of the Primary Settling Tank at the County's Port Chester Water Resource Recovery Facility, including the replacement of influent channel span beams; repair of the masonry walls and coping stones, replacement of the fire protection system and related systems such as the installation of a new fire pump system, influent wet well rehabilitation, replacement of effluent pump piping and valves, and upgrading of all chemical containment areas plant wide, and incidental expenses in connection therewith, which is a class of objects or purposes, in and for the benefit of the Port Chester Sanitary Sewer District, pursuant to Bond Act No. 2-2017, as amended by Bond Act No. 121-2020;

WHEREAS, no obligations have been issued under Bond Act No. 2-2017 as amended by Bond Act No. 121-2020;

WHEREAS, it has now been determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$7,400,000, an increase of \$1,500,000, and it is now desired to increase the amount of bonds authorized to \$7,400,000;

WHEREAS, \$7,400,000 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 Port Chester Sanitary Sewer District, 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 (by the affirmative vote of not less than two-thirds of the voting strength of said Board), as follows:

Section (A): Bond Act No. 2-2017, as amended by Bond Act No. 121-2020, entitled:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$5,900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF THE REHABILITATION OF THE PRIMARY SETTLING TANK, INCLUDING IMPROVEMENTS TO THE INFLUENT CHANNEL, REPLACEMENT OF THE FIRE PROTECTION SYSTEM, VALVE AND PIPING REPLACEMENTS AND CHEMICAL CONTAINMENT IMPROVEMENTS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY..

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$7,400,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF THE REHABILITATION OF THE PRIMARY SETTLING TANK, INCLUDING IMPROVEMENTS TO THE INFLUENT CHANNEL, REPLACEMENT OF THE FIRE PROTECTION SYSTEM, VALVE AND PIPING REPLACEMENTS AND CHEMICAL CONTAINMENT IMPROVEMENTS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY.

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

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;

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;

WHEREAS, it is now desired to authorize the financing of the costs of such capital project allocable to the County's Port Chester Sanitary Sewer District; 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 \$7,400,000 bonds of the County of Westchester to finance the design, construction management and construction costs for the rehabilitation of the Primary Settling Tank at the County's Port Chester Water Resource Recovery Facility, including the replacement of the influent channel concrete roof slabs and the primary sludge piping system influent channel span beams; repair of the masonry walls and coping stones, replacement of the fire protection system and related systems such as the installation of a new fire pump system, influent wet well rehabilitation, replacement of effluent pump piping and valves, and upgrading of all chemical containment areas plant wide, and incidental expenses in connection therewith, which is a class of objects or purposes, in and for the benefit of the Port Chester 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 \$7,400,000, and that the plan for the financing thereof is by the issuance of the \$7,400,000 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 County's Port Chester Water Resource Recovery Facility, 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 his or her sole discretion, 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 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 and, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

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

Section 15. This Bond Act, which 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: _____, 2021

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

I, the undersigned Clerk and Administrative Officer of the County 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 _____, 2021, 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, [please check one below]

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

_____ (2) due to the COVID-19 pandemic, said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

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 _____, 2021.

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

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2021 and approved by the County Executive on _____, 2021 and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk and Administrative Officer of the County 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. _____-2021

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 2-2017 AS AMENDED BY BOND ACT NO. 121-2020, WHICH PROVIDED \$5,900,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF THE REHABILITATION OF THE PRIMARY SETTLING TANK, INCLUDING IMPROVEMENTS TO THE INFLUENT CHANNEL, REPLACEMENT OF THE FIRE PROTECTION SYSTEM, VALVE AND PIPING REPLACEMENTS AND CHEMICAL CONTAINMENT IMPROVEMENTS AT THE PORT CHESTER WATER RESOURCE RECOVERY FACILITY, TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$7,400,000 THEREBY PROVIDING AN ADDITIONAL \$1,500,000 BONDS FOR SAID PURPOSE.

Class of objects or purposes: to pay the design, construction management and construction costs of the rehabilitation of the Primary Settling Tank, including improvements to the influent channel, replacement of the fire protection system, valve and piping replacements and chemical containment improvements at the Port Chester Water Resource Recovery Facility.

period of probable usefulness: thirty years

amount of obligations to be issued: \$7,400,000, an increase of \$1,500,000 over the amount previously authorized

Dated: _____, 2021
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

| | | |
|---|--|--|
| Project ID:* SPC38 | <input type="checkbox"/> CBA | Fact Sheet Date:* 01-14-2021 |
| Fact Sheet Year:* 2021 | Project Title:* PORT CHESTER WATER RESOURCE RECOVERY FACILITY - PRIMARY SETTLING TANK REHAB AND MISC. IMPROVEMENTS | Legislative District ID: 6 |
| Category* SEWER AND WATER DISTRICTS | Department:* ENVIRONMENTAL FACILITIES | CP Unique ID: 1617 |

Overall Project Description

This project will provide funding for the structural rehabilitation of the Primary Settling Tank involving the replacement of the settling tank influent channel concrete roof slabs and primary sludge piping system influent channel span beams. In addition, the masonry wall behind the Rotating Biological Contactors (RBC) tanks requires coping stone re-installation and re-pointing. The miscellaneous improvements will include, but not be limited to, the replacement of Fire Protection water piping and related systems and influent wet well rehabilitation in the Influent Building; the replacement of effluent pump piping and check, suction and discharge valves in the Effluent Building; and upgrading of all chemical containment areas plant wide to meet regulatory requirements at the Port Chester Water Resource Recovery Facility (WRRF).

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

FIVE-YEAR CAPITAL PROGRAM (In thousands)

| | Estimated Ultimate Total Cost | Appropriated | 2021 | 2022 | 2023 | 2024 | 2025 | Under Review |
|-------------------------------|-------------------------------|--------------|-------|------|------|------|------|--------------|
| Gross | 7,400 | 5,900 | 1,500 | 0 | 0 | 0 | 0 | 0 |
| Less Non-County Shares | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Net | 7,400 | 5,900 | 1,500 | 0 | 0 | 0 | 0 | 0 |

Expended/Obligated Amount (in thousands) as of : 707

Current Bond Description: Additional construction funding for the structural rehabilitation of the Primary Settling Tank, including the replacement of the influent channel concrete roof slabs and primary sludge piping system influent channel span beams; repair of the masonry walls and coping stones; replacement of the fire protection system and related systems such as the installation of a new fire pump system; influent well wet well rehabilitation; replacement of effluent pump piping and valves; and upgrading of all chemical containment areas plant wide.

Financing Plan for Current Request:

| | |
|--------------------|---------------------|
| Non-County Shares: | \$ 0 |
| Bonds/Notes: | 1,500,000 |
| Cash: | 0 |
| Total: | \$ 1,500,000 |

SEQR Classification:
TYPE II

Amount Requested:
1,500,000

Comments:

This request is for additional funding only, with no change in scope. Please refer to Fact Sheet 1390 and Bond Act 121-20 for what was done previously.

Energy Efficiencies:
NOT APPLICABLE

Appropriation History:

| Year | Amount | Description |
|------|-----------|---|
| 2017 | 3,000,000 | DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT. |
| 2019 | 900,000 | CONSTRUCTION |
| 2020 | 2,000,000 | ADDITIONAL CONSTRUCTION |
| 2021 | 1,500,000 | ADDITIONAL CONSTRUCTION |

Total Appropriation History:

7,400,000

Financing History:

| Year | Bond Act # | Amount | Issued | Description |
|------|------------|-----------|--------|--|
| 17 | 2 | 0 | 0 | PORTCHESTER WATER RESOURCE RECOVERY FACILITY DESIGN REHAB OF SETTLING TANK INFLUENT CHANNELS |
| 20 | 121 | 5,900,000 | 0 | REHAB OF PRIMARY SETTLING TANK AT PORT CHESTER WATER RESOURCE RECOVERY FACILITY |

Total Financing History:

5,900,000

Recommended By:

Department of Planning
WBB4

Date
02-02-2021

Department of Public Works
RJB4

Date
02-02-2021

Budget Department
LMY1

Date
02-02-2021

Requesting Department
CJGA

Date
02-02-2021

PORT CHESTER WATER RESOURCE RECOVERY FACILITY - PRIMARY SETTLING TANK REHAB AND MISC. IMPROVEMENTS (SPC38)

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 | 2021 | 2022 | 2023 | 2024 | 2025 | Under Review |
|------------------|--------------|--------------|------------|--------------|------|------|------|------|--------------|
| Gross | 7,400 | 5,900 | 707 | 1,500 | | | | | |
| Non County Share | | | | | | | | | |
| Total | 7,400 | 5,900 | 707 | 1,500 | | | | | |

Project Description

This project will provide funding for the structural rehabilitation of the Primary Settling Tank involving the replacement of the settling tank influent channel concrete roof slabs and primary sludge piping system influent channel span beams. In addition, the masonry wall behind the Rotating Biological Contactors (RBC) tanks requires coping stone re-installation and re-pointing. The miscellaneous improvements will include, but not be limited to, the replacement of Fire Protection water piping and related systems and influent wet well rehabilitation in the Influent Building; the replacement of effluent pump piping and check, suction and discharge valves in the Effluent Building; and upgrading of all chemical containment areas plant wide to meet regulatory requirements at the Port Chester Water Resource Recovery Facility (WRRF).

Current Year Description

The current request funds a cost escalation.

Current Year Financing Plan

| Year | Bonds | Cash | Non County Shares | Total |
|------|-----------|------|-------------------|-----------|
| 2021 | 1,500,000 | | | 1,500,000 |

Impact on Operating Budget

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

Appropriation History

| Year | Amount | Description | Status |
|--------------|------------------|---|--------------|
| 2017 | 3,000,000 | Design, construction and construction management. | CONSTRUCTION |
| 2019 | 900,000 | Construction | CONSTRUCTION |
| 2020 | 2,000,000 | Additional construction | CONSTRUCTION |
| Total | 5,900,000 | | |

Prior Appropriations

| | Appropriated | Collected | Uncollected |
|---------------|------------------|-----------|------------------|
| Bond Proceeds | 5,900,000 | | 5,900,000 |
| Total | 5,900,000 | | 5,900,000 |

Bonds Authorized

| Bond Act | Amount | Date Sold | Amount Sold | Balance |
|--------------|------------------|-----------|-------------|------------------|
| 2 17 | | | | |
| 121 20 | 5,900,000 | | | 5,900,000 |
| Total | 5,900,000 | | | 5,900,000 |



George Latimer
County Executive

February 2, 2021

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

Dear Members of the Board of Legislators:

Transmitted herewith for your consideration is a proposed Act, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to renew an intermunicipal agreement (the "IMA") with the New York City Department of Environmental Protection (the "NYCDEP"), pursuant to which the NYCDEP will delegate to the County, acting by and through its Department of Health ("DOH"), the administration and enforcement of Section 18-38 of Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources". DOH will continue to review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems ("SSTs") located in the portion of the watershed of the New York City water supply situated within Westchester County. The renewal will be for a five year period effective January 1, 2021 and terminating on December 30, 2025.

Your Honorable Board, by Act No. 341-2016, on November 14, 2016, authorized the County to enter into the IMA which was subsequently executed. The IMA provides for one five year renewal by both parties. The IMA is attached for your Honorable Board's reference.

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

I believe it is in the County's best interests to renew the IMA. Accordingly, I recommend and urge

Office of the County Executive

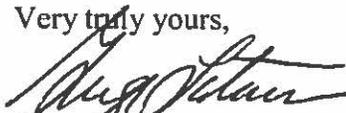
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

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

westchestergov.com

your Honorable Board to adopt the proposed Act.

Very truly yours,

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

George Latimer

County Executive

GL/LAC

Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act that would, if approved, authorize the County of Westchester (the “County”) to renew an intermunicipal agreement (the “IMA”) with the New York City Department of Environmental Protection (the “NYCDEP”), pursuant to which the NYCDEP will delegate to the County, acting by and through its Department of Health (“DOH”), the administration and enforcement of Section 18-38 of Subchapter G of New York City’s “Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources”, whereby DOH will review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems (“SSTSs”) located in the portion of the watershed of the New York City water supply situated within Westchester County. The renewal will be for a five year period effective January 1, 2021 and terminating on December 30, 2025.

Your Honorable Board, on November 14, 2016, by Act No. 341-2016 authorized the County to enter into the IMA which was subsequently executed. The IMA provides for one five year renewal by both parties. The IMA is attached for your Honorable Board’s reference.

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

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

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

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C: lac/1/19/21

FISCAL IMPACT STATEMENT

SUBJECT: NYCDEP Watershed Delegation 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 \$ 198,000

Total Current Year Revenue \$ 198,000

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

Additional Appropriations Other (explain)

Identify Accounts: 101-27-0010-8600-9216-HSDS

Fund from NYCDEP Watershed Delegation

Potential Related Operating Budget Expenses: Annual Amount 198,000

Describe: Performance based billing

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: \$198,000 Expense & Revenue

Next Four Years: \$792,000 Expense & Revenue

Prepared by: Joseph Mathews *Joseph Mathews*

Title: Director of Fiscal Operations

Department: Health

Date: 1/25/21

Reviewed By: *Joseph Mathews*

Budget Director

Date: 2/9/21

TO: Lynne Colavita, Senior Assistant County Attorney
Department of Law

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



DATE: January 20, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR DELEGATION
AGREEMENT WITH NEW YORK CITY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

PROJECT/ACTION: Renewal of an agreement with the New York City Department of Environmental Protection (NYCDEP) which delegates to the County the administration and enforcement of Section 18-38 of Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources." The County has been assuming this responsibility under prior delegation agreements since 1997. Pursuant to the agreement, the Westchester County Department of Health reviews and issues written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems ("SSTs") located in the portion of the watershed of the New York City water supply that is within Westchester County. The renewal will be for a five-year period effective January 1, 2021 and terminating on December 30, 2025.

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)(20):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

DELEGATION AGREEMENT

BETWEEN

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

WESTCHESTER COUNTY DEPARTMENT OF HEALTH

CRO 561

WHEREAS:

Pursuant to Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources" ("Watershed Regulations") and the Memorandum of Understanding ("MOU") entered into between the New York City Department of Environmental Protection ("DEP") and the New York State Department of Health ("NYSDOH") on November 4, 1994, attached hereto as Attachment A, the City of New York, acting by and through DEP, and Westchester County, acting by and through the Westchester County Department of Health ("WCHD"), enter into this Delegation Agreement ("Agreement") in order to delegate to WCHD the administration and enforcement of Section 18-38 of the Watershed Regulations whereby WCHD shall review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems ("SSTSs") located in the portion of the watershed of the New York City water supply situated within Westchester County;

DEP and WCHD (the "Parties") recognize the protocol established in the MOU between the New York State Department of Environmental Conservation ("NYSDEC") and NYSDOH, dated March 22, 1984, attached hereto as Attachment B, that specifically delegates NYSDEC's approval authority for on-site treatment and disposal systems with a design capacity of 10,000 gallons per day ("gpd") or less, without the admixture of industrial wastes or other wastes as such wastes are defined in the New York State Environmental Conservation Law Section 17-0701 to the local Health Department having jurisdiction; and

Nothing contained in this Agreement shall alter or diminish DEP's or WCHD's status as an involved agency pursuant to the State Environmental Quality Review Act ("SEQRA") and both DEP and WCHD may continue to comment independently, each as an involved agency, during the SEQRA review of any project in the Watershed (as defined in Paragraph 1, below) in which DEP or WCHD, as the case may be, has status as an involved agency. However, it is not the intent of DEP to review proposed SSTSs during the review process required by SEQRA at the level of detail required for final design review and approval.

NOW, THEREFORE, in consideration of the mutual representations and agreements hereinafter contained, together with such other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

The following terms shall have the meanings stated below when used in this Agreement, except as otherwise specifically provided:

- a. Alteration or Modification with respect to an SSTS shall mean any change in physical configuration, intensity of use, location, plans, design, site, capacity, treatment standard or method, or other change in a regulated activity or a noncomplying regulated activity. This term does not include Remediation, Routine Repairs or maintenance of structures or equipment. Activities that are considered alterations or modifications include, but are not limited to: increasing flow to a previously approved system, changing the nature of the waste to be treated, and adding new laterals outside the previously approved replacement area.
- b. City shall mean the City of New York.
- c. County shall mean the County of Westchester.
- d. DEP shall mean the New York City Department of Environmental Protection.
- e. Determination shall mean the written approval or denial that shall be issued as required by Section 18-23 of the Watershed Regulations by WCHD for all SSTS applications reviewed through the delegated administration of Section 18-38 of the Watershed Regulations.
- f. Existing shall mean physically constructed, functioning, and operational prior to the effective date, May 1, 1997, of the Watershed Regulations.
- g. Fringe Benefits shall mean employment benefits (such as a pension or a paid holiday) granted by an employer that have a monetary value but do not affect basic wage rates.
- h. Individual SSTS shall mean an on-site SSTS serving one or two family residential properties and receiving sewage without the admixture of "industrial wastes" or "other wastes," as such wastes are defined in the Environmental Conservation Law, Section 17-0701.
- i. Intermediate Sized SSTS shall mean an on-site SSTS serving an industrial, institutional, municipal, commercial, or multi-family residential facility and receiving sewage without the admixture of "industrial wastes" or "other wastes," as such wastes are defined in the Environmental Conservation Law section 17-0701.
- j. Law or Laws shall mean the New York City Charter, the New York City Administrative Code, a local rule of the City of New York, the Constitutions of the

United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

- k. New SSTS shall mean any SSTS undertaken, constructed, installed, or implemented on or after May 1, 1997.
- l. Noncomplying regulated activity shall mean any regulated activity or existing activity which does not conform to the standards set forth in the Watershed Regulations, but has obtained all discretionary approvals necessary for construction and operation, prior to the effective date of the Watershed Regulations and/or prior to the effective date of an amendment to the Watershed Regulations that made the activity noncomplying.
- m. Other Than Personal Services (OTPS) shall mean expenses other than salaries, including, but not limited to: communications, infrastructure, supplies, equipment, and contractual services directly related to administering the delegation program beyond the activities required by the WCHD or NYSDOH regulations and standards.
- n. Remediation, with respect to an SSTS, shall mean the repair or replacement, other than routine repair or maintenance as described in Section 18-38(a)(9)(iii) of Subchapter C of the Watershed Regulations (described in Subparagraph "o" below), of an SSTS that is failing.
- o. Routine Repair, with respect to an SSTS, shall mean the maintenance of, minor physical change(s) to, or the replacement in kind of broken, damaged, or worn part(s) of an SSTS, none of which would require approval from DEP under Section 18-38(a)(9)(iii) of the Watershed Regulations. Activities that are considered Routine Repairs include, but are not limited to: the pump out of a septic tank; the replacement of a septic tank, whether in kind or with a larger tank of an appropriate size for the SSTS and compliant with the standards in the Watershed Regulations Section 18-38 (until DEP revises the Watershed Regulations referencing a later version of the design standards); the repair of a broken lateral; the leveling of a distribution box; or the removal of a blockage.
- p. Subdivision shall mean any tract of land which is divided into five (5) or more parcels of five (5) acres or less, along an existing or proposed street, highway, easement or right-of-way, for sale or for rent as residential lots. A tract of land shall constitute a subdivision upon the sale, rental or offer for sale or lease of the fifth residential lot therefrom within any consecutive three (3) year period.
- q. Subsurface Sewage Treatment System (SSTS) shall mean any underground system used for collecting, treating, and disposing of sewage into the ground including, but

not limited to, Individual SSTs and Intermediate Sized SSTs, as defined in the Watershed Regulations and this Agreement.

- r. SSTS Failure or Failed SSTS shall mean the discharge of wastewater from an SSTS to the surface of the ground, to a storm sewer, or to a Watercourse or to a water body.
- s. Watercourse shall mean a visible path through which surface water travels on a regular basis, including an intermittent stream, which is tributary to the water supply. A drainage ditch, swale or surface feature that contains water only during and immediately after a rainstorm or a snowmelt shall not be considered to be a Watercourse.
- t. Watershed/Watershed area shall mean those portions of the County lying within the land area contributing surface water to the New York City water supply system.
- u. Watershed Regulations shall mean the "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources," Title 15, Chapter 18 of the Rules of the City of New York, as may be amended from time to time.
- v. WCHD shall mean the Westchester County Department of Health.

2. Standards for Review

- a. All Determinations for all new, altered, modified or remediated SSTs located in the Watershed shall be based upon the design standards referenced in the Watershed Regulations, and any other applicable standards as agreed to in writing between DEP and WCHD. The most stringent current standards from amongst the applicable standards shall apply. For informational purposes only, the most stringent current standards for SSTs are set forth in Attachment C hereto. Attachment C will be promptly modified if any of the rules, regulations, or standards set forth therein are amended.
- b. WCHD may, in the course of reviewing any SST for which it has received delegation of review and approval authority pursuant to Paragraph 3 of this Agreement, issue waivers with respect to standards or requirements imposed solely by WCHD's "Rules and Regulations For the Design and Construction of Residential Subsurface Sewage Treatment Systems and Drilled Wells" and not involving a waiver of or variance from any standards or requirements imposed by the Watershed Regulations or any other applicable rules, regulations, or standards. Any such waiver shall be issued pursuant to Section 9.0 of WCHD's "Rules and Regulations for the Design and Construction of Residential Subsurface Sewage Treatment Systems and Drilled Wells", as may be amended from time to time. Anything in this Agreement to the contrary notwithstanding, WCHD may not, in

the course of reviewing any SSTS for which it has received delegation of review and approval authority pursuant to Paragraph 3 of this Agreement, issue any waivers or variances with respect to standards or requirements imposed by the Watershed Regulations without the prior written consent of DEP.

- c. In accordance with the provisions of Section 18-38(a)(9)(ii) of the Watershed Regulations in effect on the effective date of this Agreement, any proposed remediation of any part of an SSTS shall be performed to the extent possible, in accordance with the design standards set forth in the Watershed Regulations. DEP acknowledges that WCHD has authority to approve Remediation of an SSTS that has site specific limitations that preclude full compliance with the design standards set forth in the Watershed Regulations so long as design standards are met to the extent possible as may be determined by the WCHD and in accordance with the terms of this Agreement.
- d. The Parties acknowledge that they will continue to work together to find mutually acceptable long term solutions to issues arising out of areas and/or conditions, including without limitation, those identified in the 1998 Croton Watershed Wastewater Diversion Study by Savin Engineers, P.C., where traditional systems and/or approaches to construction, alteration, modification and/or remediation are not appropriate or feasible.

3. Joint and Delegated Review and Approval (Scope of Delegation)

Upon the effective date of this Agreement, DEP hereby delegates to WCHD administration and enforcement of Section 18-38 of the Watershed Regulations with respect to the review and issuance of Determinations for all new, altered, modified, or remediated SSTSs located in the Watershed, except in the following instances:

- a. DEP and WCHD will have joint review and approval of the following new, altered, modified, and remediated SSTSs:
 - i) All SSTSs which are located or proposed to be located within 200 feet of either a Watercourse or a NYSDEC mapped wetland;
 - ii) All SSTSs which are located or proposed to be located within 500 feet of a reservoir, reservoir stem or controlled lake, as defined in the Watershed Regulations;
 - iii) All SSTSs which are proposed to be located within the drainage basins of Kensico Reservoir, Croton Falls Reservoir or Cross River Reservoir;
 - iv) All Intermediate Sized SSTSs;

- v) All SSTSs that fail within five (5) years of receiving an approval from WCHD for Remediation of that system;
 - vi) All SSTSs that require a variance from Section 18-38 of the Watershed Regulations; and
 - vii) All SSTSs which are located or proposed to be located in an area of a lot which has been modified to meet the minimum standards set forth in the Watershed Regulations Section 18-38. Modified sites may require a Variance from DEP before WCHD can issue a Determination for the SSTS application. Examples include lots with modified slopes or relocated Watercourses.
- b. DEP may exercise joint review and approval with WCHD of all new, altered, modified, or remediated SSTSs deemed by DEP to constitute a threat to water quality.
- c. DEP delegates to WCHD responsibility for inspections of SSTSs as follows:
- i) DEP delegates responsibility, and will reimburse WCHD, for all inspections during construction of all new, altered, modified, or remediated SSTSs listed in Paragraph 3(a) of this Agreement.
 - ii) DEP delegates responsibility, and will reimburse WCHD, for no more than one (1) inspection during construction of all new, altered, modified or remediated SSTSs that do not fall within a category listed in Paragraph 3(a) of this Agreement.
 - iii) DEP does not delegate responsibility, and will not reimburse WCHD, for inspections during construction of Routine Repairs of SSTSs.
4. WCHD recognizes that projects which fall under the categories set forth in Paragraph 3(a) of this Agreement are of the greatest concern to DEP and DEP will participate with WCHD in the simultaneous and joint review and, where specified, approval for the siting, design and construction of proposed new, altered, modified, or remediated SSTSs.
5. Previously Approved Subdivisions

DEP recognizes that in issuing approvals for SSTSs located in the Watershed, WCHD shall require that all SSTSs in previously approved Subdivisions be designed to meet all current standards to the extent WCHD determines possible. DEP agrees to accept Subdivision approvals issued by WCHD or NYSDOH prior to May 1, 1997, except as follows:

- a. All SSTSs which are proposed to be located either within the drainage basin of Kensico Reservoir, Croton Falls Reservoir, or Cross River Reservoir or within 500

feet of a reservoir, reservoir stem or controlled lake, and which have not been approved by DEP shall require DEP approval;

- b. All SSTSs which are proposed to be located within 200 feet of either a Watercourse or a NYSDEC mapped wetland, and which received final Subdivision approval after December 31, 1992¹ but which have not been approved by DEP shall require DEP approval; and
- c. DEP and WCHD shall work together to require all SSTSs which are proposed to be located within 200 feet of either a Watercourse or a NYSDEC mapped wetland, and which received final Subdivision approval on or before December 31, 1992 but which have not been approved by DEP, to meet all current standards, including the Watershed Regulations, to the extent possible.

6. Uniform Procedures

- a. WCHD shall issue a written Determination for every application for an SSTS where required by Section 18-23 of the Watershed Regulations. In reviewing and making written Determinations regarding SSTSs pursuant to this Agreement, WCHD shall comply with the procedures and time frames set forth in Section 18-23 of the Watershed Regulations, and shall be responsible for issuing in a timely manner all notices and Determinations, including but not limited to: notices that applications are complete ("NOCA") or incomplete ("NOICA"), Determinations, and Determination renewals. Determinations shall include, at a minimum, the following information: name of property owner, address of property, tax map number, town, drainage basin, soils test results, a description of the proposed work and approved plans, the contact information of the WCHD employee handling the matter, and the date upon which an approval, if issued, will expire under Section 18-38(a)(10) of the Watershed Regulations. WCHD shall mail or email a copy of all Determinations to DEP within five (5) business days of issuance per the Contact Schedule Attachment E.
- b. WCHD's application packet for any project within the Watershed involving an SSTS shall have a cover sheet stating that WCHD is administering and enforcing Section 18-38 of the Watershed Regulations pursuant to this Agreement and that although the application for review and approval of a new, altered, modified, or remediated SSTS located or proposed to be located within the Watershed shall be sent to WCHD, and need not be sent in duplicate to DEP, the project may also require DEP Notice of No Objection to of the SSTS prior to final approval by WCHD. The application cover sheet shall further state that DEP is an involved agency pursuant to SEQRA and that the applicant may also be responsible for seeking DEP's review and approval of other aspects of the project, including, but not limited to, stormwater plans or the creation of impervious surfaces, and that the

¹ December 31, 1992 is a date from the original Delegation Agreement in the 1997 Watershed Memorandum of Agreement.

applicant should obtain the appropriate forms for such activities from DEP, and submit those forms to DEP for review and approval.

- c. WCHD shall notify DEP of all applications sent to WCHD for review of projects involving new, altered, modified, or remediated SSTs subject to joint review and approval as specified in Paragraph 3(a) of this Agreement, by forwarding copies of all such applications and accompanying plans to DEP within two (2) business days after WCHD accepts the application for processing. WCHD shall also promptly forward copies of any amended applications and plans as well as any correspondence relating to projects subject to joint review to DEP within five (5) business days after WCHD accepts the application for processing. DEP shall promptly forward to WCHD copies of any materials submitted by an applicant seeking approval of an SSTs which appear not to have also been submitted to WCHD.

7. Procedures for Review of Delegated SSTs

For all SSTs subject to this Agreement that are delegated to WCHD and not subject to joint review in accordance with Paragraph 3 of this Agreement, an employee of WCHD shall:

- a. Schedule and witness soils tests, including percolation tests and deep hole tests for the primary and reserve field site, as part of the review and approval process for any SSTs;
- b. Enter all soils test results onto a Soils Test Report or other similar report, signed by the WCHD employee who observed the tests; and
- c. In accordance with Paragraph 3(c) of this Agreement, DEP delegates, and will reimburse WCHD, for one (1) inspection during construction of all new, altered, modified, or remediated SSTs that have been delegated to WCHD but are not subject to joint review.
- d. Issue NOCA letters, NOICA letters, comment letters, and Determinations as required by Section 18-23 of the Watershed Regulations and Paragraph 6(a) of this Agreement.
- e. Forward to DEP, each month or sooner, all WCHD-accepted copies of as-builts or final plans.

8. Procedures for Joint Review and Approval of SSTs

- a. For SSTs that are subject to joint review and approval, WCHD shall schedule and witness all required soils testing, including percolation tests and deep hole tests for the primary and reserve field site, and shall notify DEP in writing, which may

include email, at least five (5) calendar days prior to the times and locations for such tests. DEP in its discretion may witness percolation tests and inspect deep holes.

- b. WCHD shall enter all soils test results onto a Soils Test Report or other similar report, including a soils location sketch with reference points or a labeled aerial image, signed by the WCHD employee who observed the tests. Notwithstanding the foregoing, if DEP does not inform WCHD whether it intends to exercise its right of joint review by the date set for such tests to occur, WCHD may proceed with such tests as if DEP had indicated its intention not to exercise its right of joint review and determination.
- c. WCHD shall issue NOCA letters, NOICA letters, and comment letters. NOICA letters shall include any items which DEP determines are missing from an SSTS application. DEP shall provide any comments to WCHD within ten (10) business days of receipt of applications and plans. Comment letters shall include any technical comments received from DEP.
- d. WCHD shall issue Determinations as required by Section 18-23 of the Watershed Regulations and Paragraph 6(a) of this Agreement. WCHD will not issue its Determination until DEP has issued its Notice of No Objection letter to WCHD or the Parties have agreed to retain independent review and approval authority for a particular matter or attempted to resolve any disagreement in accordance with the procedures set forth in Paragraph 10 of this Agreement. If WCHD and DEP agree on whether to approve or disapprove an SSTS, WCHD shall issue the approval or disapproval, as the case may be, on behalf of both agencies, to the applicant. If WCHD and DEP disagree as to the appropriate determination, even after dispute resolution by NYSDOH or NYSDEC pursuant to paragraph 10(a)-(c) of this Agreement, then each agency shall issue its own Determination and each Determination shall state that DEP and WCHD are issuing separate Determinations and that the approval of both DEP and WCHD is necessary before the SSTS can be constructed, altered, modified or remediated, as the case may be.
- e. For all SSTSs which are subject to joint review and approval, WCHD and DEP will provide each other copies of all Notice of Violations or Letters of Non-compliance (NOVs), inspection reports, site plans, Determinations, and stipulations relating to such SSTSs.
- f. WCHD shall schedule and perform construction inspections to visually inspect installation of an SSTS and completion of construction prior to backfilling of the site. WCHD shall create a Construction Inspection and Compliance Report, or equivalent, signed by the WCHD employee who inspects the construction, that will include where possible the following: the size, bedding, and levelness of the septic tank; the size, bedding, and levelness of the distribution box; the slope of the sewer pipes connected to the septic tank, the distribution tank, and headers and laterals; and

the distances between the SSTS and dwellings, wells, property lines, Watercourses, wetlands, reservoirs, and reservoir stems and controlled lakes.

- g. WCHD shall require applicants to submit a copy of the as-built plans for the SSTS that is certified by the project design engineer and is acceptable to WCHD.
- h. WCHD shall forward to DEP, within five (5) business days of issuance or acceptance, copies of all Soils Test Reports or equivalents, Construction Inspection and Compliance Reports or equivalents, NOCA letters, NOICA letters, comment letters, Determinations, and as-built plans.
- i. DEP may choose to perform periodic inspections on joint SSTSs.

9. Procedures for Failed SSTSs

- a. WCHD shall respond to and keep records of all complaints received regarding any suspected Failed SSTS.
- b. WCHD shall review its records to determine if an approval had been issued for a Remediation to this system within the past five (5) years. If an approval had been issued within such five-year period, and if the proposed solution is determined by either WCHD or DEP to be a Remediation, the Parties will notify each other, and the Remediation will be subject to joint WCHD-DEP review and approval.
- c. If a septic complaint is received or SSTS Failure is suspected, WCHD shall visit the site and investigate the SSTS on the next business day. WCHD shall notify DEP if a dye test is being performed to allow the opportunity for DEP to observe the dye test results.
- d. If the dye test confirms a failure, WCHD shall issue a NOV to the property owner within two (2) business days of observing the failure. WCHD shall send a copy of the NOV to DEP within two (2) business days of the date the NOV was issued. NOVs must require the property owner to immediately cease any discharge, immediately pump out the system, and complete satisfactory Routine Repairs within fifteen (15) calendar days of the date of issuance of the NOV or submit an application and complete an approved Remediation within thirty (30) calendar days of the date of issuance of the NOV. WCHD has discretion to allow for longer time frames where the property owner can show that all surface discharge has ceased.
- e. All Remediations in the Watershed area must have an approval or denial issued by WCHD. Copies of all Determinations shall be transmitted electronically to DEP within five (5) business days of issuance. Determinations shall include, as a minimum, name of property owner, address of property, tax map number, a description of the Remediation work approved, and the name, address, and telephone number of the licensed septic system contractor.

- f. All Remediations and repairs shall be constructed by an SSTS contractor licensed by the County.
- g. Upon issuance of an NOV, WCHD shall require the property owner to cease further discharge of sewage effluent on to the surface of the ground and shall provide the property owner with either fifteen (15) days from issuance of the NOV to perform satisfactory repairs; or thirty (30) days, or longer at the discretion of WCHD, from issuance of the NOV to perform satisfactory Remediation. WCHD shall provide the property owner with sufficient time, at the discretion of WCHD, to determine the cause and remedy the failure. During this period, the septic tank shall be pumped out within twenty-four (24) hours of the confirmation of any sewage discharge and as needed in order to prevent continuing and future failures. WCHD shall require the property owner to submit pump-out receipts within three (3) business days of each pump-out, which WCHD shall forward to DEP upon request. WCHD shall perform weekly inspections to monitor the failure until the discharge has ceased. WCHD shall perform, at a minimum, monthly inspections of Failed SSTSs until the SSTS is remediated. The Remediation will be subject to either WCHD or joint WCHD/DEP review and approval as provided in Paragraph 3, depending on the type and location of the system and any history of prior failures.
- h. For proposed Remediations of SSTSs included in Paragraph 3(a) of this Agreement, each agency shall review the plans and exchange comments within five (5) business days.
- i. WCHD shall inspect the SSTS within five (5) business days following Remediation to determine that the Remediation has been made as approved and described in the approval. If the Remediation has not been made as approved and described in the approval then WCHD shall issue an NOV and a copy of the NOV shall be transmitted electronically to DEP on the date of issuance thereof.
- j. An adjudicatory hearing shall be conducted by WCHD if: 1) the property owner fails to cease further discharge of sewage effluent on to the surface of the ground; 2) the Remediation is not satisfactorily completed within the timeframe allotted by WCHD; or 3) the Remediation has not been performed as approved and described in the approval. Copies of the hearing notice and charges shall be transmitted electronically to DEP within twenty-four (24) hours of issuance. WCHD shall provide DEP with additional information regarding the date and time of any hearing, upon request. WCHD shall notify DEP in writing within five (5) business days of the outcome of each hearing and whether the property owner has complied with the terms of the hearing order.
- k. If WCHD has knowledge of a suspected SSTS Failure that does not result in a positive dye test, or of any other suspected violation of Section 18-38 of the Watershed Regulations that WCHD is unable to pursue, including, but not limited

to, a discharge of sewage to groundwater or an improperly operated or maintained SSTS, WCHD shall notify DEP of such condition immediately so that DEP may take independent enforcement action in its discretion.

10. Resolution of Technical and Interpretive Disputes

- a. In case of any disagreement between DEP and WCHD regarding the review and approval of an SSTS undergoing joint review and approval, DEP and WCHD may agree to retain independent review and approval authority and issue separate Determinations for a particular matter or the Parties may opt for mediation. NYSDOH shall act as a mediator where NYSDOH is the agency with jurisdiction and NYSDEC shall act as a mediator where NYSDEC is the agency with jurisdiction. In that role, NYSDOH or NYSDEC, as the case may be, shall attempt to resolve any technical or interpretive disputes between DEP and WCHD.
- b. Either DEP or WCHD may seek NYSDOH or NYSDEC mediation, as applicable, by notifying NYSDOH or NYSDEC and the other Party to the dispute. In order to give NYSDOH or NYSDEC an opportunity to propose a mutually acceptable resolution, neither Party shall issue any notices or Determinations with respect to a matter which has been referred for mediation unless the failure to issue a notice or Determination would result in an application being deemed complete or approved pursuant to Section 18-23(d)(3) or (6) of the Watershed Regulations.
- c. In the event mediation is chosen and a mutually acceptable resolution of a dispute cannot be reached within fifteen (15) business days of submission of the matter to NYSDOH or NYSDEC, both DEP and WCHD may conduct independent reviews and issue separate Determinations.

11. Independent Enforcement Authority

DEP retains independent enforcement authority and reserves its right to proceed with enforcement independently; however, DEP will make every effort to proceed in a coordinated manner with WCHD. In the event that DEP determines that the enforcement actions taken by WCHD have not secured, or are unlikely to secure, prompt compliance, DEP will notify WCHD within five (5) business days following proceeding with any independent enforcement action.

12. Periodic Review

- a. WCHD shall comply with the reporting requirements set forth throughout this Agreement.
- b. WCHD shall provide to DEP on a monthly basis, by the last day of each month, a report and chart (the "Monthly Status Report and Chart") detailing the following: (1) all Failed SSTSs in the Watershed known to WCHD that have not been remediated

or repaired; (2) all Failed SSTs in the Watershed known to WCHD that have been remediated or repaired in the thirty (30) calendar day period prior to the date of the report; and (3) all complaints of Failed SSTs in the Watershed received by WCHD. The Monthly Status Report and Chart shall include: status of the failure including whether it is currently discharging to the surface of the ground, date of last inspection, tax map number, address, property owner's name, basin, town, date of the last pump-out as reflected in the receipt(s) received by WCHD, application status, date of initial hearing, and hearing status, as applicable.

- c. An annual meeting between DEP and WCHD shall be held for the purpose of reviewing the status of and evaluating this delegation to WCHD of the administration and enforcement of Section 18-38 of the Watershed Regulations for all SSTs covered by this Agreement. A minimum of forty-five (45) calendar days' notice must be provided for this meeting, which may be held in conjunction with and as part of NYSDOH's annual Article 6 review of WCHD's SST program. At least thirty (30) calendar days prior to the annual meeting, WCHD shall provide DEP with a written summary of all projects that were submitted to WCHD pursuant to this Agreement within the prior year and their current status (e.g., approved, under review, denied).

13. Effective Date and Duration

- a. This Agreement shall become effective on January 1, 2016, and will be effective for a term of five (5) years, unless terminated sooner pursuant to the terms of this Agreement. The Parties may renew the Agreement once for five (5) years, subject to receipt of all applicable approvals, including without limitation the Westchester County Board of Legislators and Board of Acquisition and Contract, unless DEP determines otherwise, based on the annual reviews and meetings. A new delegation agreement shall be negotiated after the one (1) five (5) year renewal.
- b. Five (5) years from the effective date of this Agreement and every five (5) years thereafter, DEP and WCHD, together with the federal Environmental Protection Agency, NYSDOH, and NYSDEC, may conduct an evaluation of the efficiency, benefit, and terms of this Agreement and this delegation to WCHD of the administration of Section 18-38 of the Watershed Regulations with respect to review of, issuance of Determinations for, and enforcement of all SSTs covered by this Agreement. As part of the evaluation, DEP and WCHD will review the sufficiency of this program to protect water quality, the scope of SST reviews, and the duration of this Agreement, and will determine whether, and to what extent, this Agreement should be modified. It is DEP's intent to reduce the number and types of SSTs subject to joint review and approval as this delegation proves sufficient to protect the water supply and as DEP increases its coordination with WCHD.
- c. In accordance with the procedures set forth in Section 18-74 of the Watershed Regulations, and in consultation with NYSDOH, and notwithstanding anything in

this Agreement, the Commissioner of DEP retains his/her authority to decertify the delegated program of SSTS review and approval set forth in this Agreement and to terminate this Agreement at any time, following provision of written notice to WCHD, upon a determination that WCHD's administration of any element of the delegated program is inadequate to protect the water supply. In making a determination that WCHD's administration of an element of the delegated program is inadequate to protect the water supply, DEP shall be entitled to rely on whether a significant pattern of SSTS Failures exists as a result of the approval of system siting, design, or installation by WCHD after the effective date of, and pursuant to, this Agreement.

- d. Upon ninety (90) days' notice to DEP, WCHD may withdraw from this Agreement and the authority delegated with respect to the review and Determinations of new, altered, modified and remediated SSTSs shall revert back to DEP.

14. General Provisions

- a. DEP agrees to provide funding to the County to reimburse WCHD for its incremental costs and expenses in administering this delegated program, and complying with the terms of this Agreement, including reasonable costs associated with the dispute resolution procedures of this Agreement, beyond the activities required by WCHD and NYSDOH or NYSDEC regulations and standards as more particularly set forth in Attachment D of this Agreement.
- b. WCHD and DEP shall each defend, indemnify and hold harmless (as the "Indemnifying Party") the other (as the "Indemnified Party") and the other's officers and employees from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages arising out of this Agreement on account of any injuries or death to any person or damage to any property and from costs and expenses to which the Indemnified Party, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Indemnifying Party related to this Agreement to the extent resulting from any negligent act of commission or omission or any intentional tortious act. Insofar as the facts or Law relating to any claim would preclude the Indemnified Party from being completely indemnified by the Indemnifying Party, the Indemnified Party shall be partially indemnified by the Indemnifying Party to the fullest extent permitted by Law.
- c. Except for Attachments C and E, there shall be no modifications to this Agreement without the written consent of both the Commissioner of WCHD and the Commissioner of DEP, or their designated agents, subject to each Party's receipt of all necessary legal approvals.

15. Attorney's Fees

If the County substantially prevails in an action to enforce this Agreement, the City will pay the County's reasonable attorney's fees which have been actually incurred, including, without limitation, reasonable in-house counsel fees. In addition, if the County substantially prevails in such action, it may recover consequential damages, where appropriate.

16. **Right to Audit and Records**

- a. The County shall maintain accurate and complete records detailing the receipt and expenditure of all funds provided by DEP under this Agreement together with appropriate back-up documentation to the extent required by this Agreement, shall maintain such documents for a period of seven (7) years from document generation, and shall allow DEP access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements of City funds are subject to audit by the City or New York State, and the County agrees to cooperate with any audit of this Agreement undertaken by the City or New York State.

17. **Contacts**

All correspondence related to this Agreement shall be sent to the contacts named in Attachment E. Attachment E will be promptly updated when the contacts for either Party change.

[NO FURTHER TEXT ON THIS PAGE.]

CORPORATION COUNSEL CONTRACT APPROVAL

Agency DEP

E-PIN 82617T0013001

Contractor WESTCHESTER COUNTY

Approved as to form

Certified as to legal authority

Electronically Signed By ISABEL GALIS-MENENDEZ Date 06/06/2017 18:12

Acting Corporation Counsel

Approved by the Board of Legislators by Act No. 2016-341

Approved by the Board of Acquisition and Contract of the County of Westchester. 12/15/16

Approved as to form:

 9/28/17

Senior Assistant County Attorney
The County of Westchester

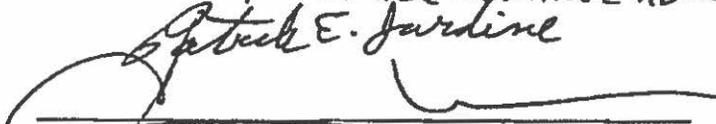
SHERLITA AMLER, MD



Commissioner

Westchester County Department of Health

ON 22 OF AUGUST, 2017, SHERLITA AMLER,
KNOWN TO ME, FIXED HER SIGNATURE ABOVE



Vincent Sapienza, Acting Commissioner
New York City Department of Environmental Protection

AUGUST 22, 2017

Date

Patrick E. Jardine
Notary Public, State of New York
No. 01JA8262554
Qualified in Westchester
Commission Expires May 29, 2020

10/11/17
Date

Approved as to form:

Acting Corporation Counsel

ACKNOWLEDGMENT BY COMMISSIONER

STATE OF NEW YORK)

)ss:

COUNTY OF QUEENS)

On this 11th day of October, 2017, before me personally came Elisa Velazquez to me known and known to me to be the Seco of the Department of Environmental Protection of the City of New York, the person described as such in and who as such executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

NAOMI BURRUS
Notary Public, State of New York
No. 01BU6304146
Qualified in Queens County
Commission Expires May 27, 2018

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW YORK STATE DEPARTMENT OF HEALTH
AND
NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS:

1. New York City Department of Environmental Protection ("DEP") and the New York State Department of Health ("DOH") enter into this Memorandum of Understanding ("MOU") with regard to the provisions in DEP's proposed watershed rules and regulations ("proposed regulations") pertaining to the delegation of the administration and enforcement of the subsurface sewage treatment systems ("SSTS") programs from DEP to the County Departments of Health ("CDOH") located within the New York City watershed;

2. DEP recognizes that DOH has jurisdiction to delegate DOH's authority to review and approve SSTS to individual CDOH programs and that DOH performs an annual review of said delegation pursuant to its authority under Article 6 of the Public Health Law;

3. DOH recognizes that DEP has the authority to promulgate regulations, subject to approval by DOH, for the protection from contamination of the public supplies of potable waters and their sources, from which the City obtains its water supply, pursuant to Public Health Law section 1100(1), and that DEP's jurisdiction includes reviewing, approving and regulating SSTS located in the watershed;

4. DOH recognizes that DEP has authority to delegate the administration and enforcement of the SSTS programs to County Departments of Health (CDOH) under Subchapter G [Subpart 128-7] of the proposed regulations;

5. After the effective date of the proposed regulations, the CDOH may apply to DEP to be delegated the authority contained in the proposed regulations to administer and enforce DEP's SSTS programs in accordance with the terms of Subchapter G [Subpart 128-7] of the proposed regulations; and

6. DEP and DOH recognize that it is important to coordinate review and approval of SSTS between the DEP, CDOH and DOH, and to establish time-frames for making final determinations on a permit application undergoing a coordinated review.

WHEREFORE, it is agreed by and between DEP and DOH as follows:

1. Any delegation by DEP to CDOH of the administration and enforcement of DEP's SSTS programs does not affect DEP's ultimate approval authority over all determinations regarding SSTS.

2. Pursuant to Section 18-72 (a) (1) [Subpart 128-7.2(a)(1)] of the proposed regulations, DEP may exercise its prerogative for a 30 day review period of all draft determinations made by the CDOH prior to the determination becoming final. It is the intent of DEP to seek to minimize duplicative approvals and to develop a method to selectively review CDOH determinations;

3. With respect to disagreement between DEP and CDOH on whether or not a specific proposed determination made by CDOH should become final, DOH shall serve as a mediator. In that role, DOH shall attempt to mediate such disputes and propose a resolution acceptable to both parties. In the event an agreement cannot be reached, DEP retains its final approval authority over individual determinations.

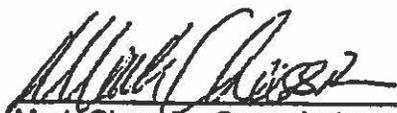
4. Upon any delegation of the administration and enforcement of DEP's SSTS programs by DEP to CDOH, DOH will invite DEP to participate in DOH's

annual review under Article 6 of the Public Health Law of the DOH delegated CDOH programs. DOH shall address and incorporate DEP's comments into its decision to continue delegation, and if appropriate, require modifications to the CDOH program.

5. DEP shall coordinate its annual review of its delegation to the CDOH pursuant to Section 18-73 [Subpart 128-7.3] and Section 18-76 [Subpart 128-7.6] of the proposed regulations with DOH's annual Title 6 review of its delegation to the CDOH.

6. DEP agrees to develop and enter into additional MOUs with DOH and CDOH as may be appropriate.

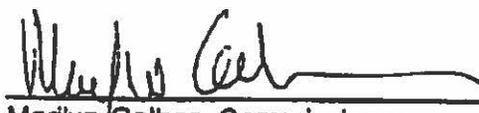
7. There shall be no modifications to this agreement without the written consent of both parties.



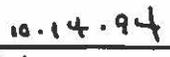
Mark Chassin, Commissioner
New York State Department of Health



Date



Marilyn Gelber, Commissioner
New York City Department of Environmental Protection



Date

ATTACHMENT B

Memorandum of Understanding
Between the
State Department of Health (DOH)
and the
State Department of Environmental Conservation (DEC)
Regarding
On-site Sewage Treatment and Disposal Systems

A. Policy

1. It shall be the policy of DEC and DOH to promote and require the proper design, construction and maintenance of all on-site sewage treatment and disposal systems in New York State in order to protect and preserve water quality and public health.
2. It is the intent of this memorandum to clarify the responsibilities of both agencies with respect to the systems and facilities regulated by each.
3. It is recognized that the agency with primary responsibility for the control and prevention and correction of public health nuisances and/or hazards is DOH and for the control and prevention of water pollution is DEC.

B. Implementation

1. Jurisdiction

- a. DOH shall be responsible for approval and regulatory activities regarding all on-site sewage treatment and disposal systems with a design of 1,000 gallons per day (GPD) or less from a residential dwelling which do not have the admixture of industrial wastes or other wastes as defined in Section 17-0701 of the Environmental Conservation Law of the State of New York.
- b. DEC shall be responsible for the determination and designation of State Pollution Discharge Elimination System (SPDES) permits as either "Significant" or "Non-significant" as defined as follows:
 - (i) Significant: All SPDES permits designated as EPA major, minor municipal and minor toxic industrial permits, plus a limited number of minor sewage-type and minor non-toxic industrial SPDES permits which are identified by DEC for inclusion in this class.
 - (ii) Non-significant: Minor sewage-type SPDES permits and minor non-toxic industrial SPDES permits less those limited number of SPDES permits of this type identified for inclusion as Significant.

- c. DEC shall be responsible for plan approvals and regulatory actions as well as SPDES permit issuance activities for all "Significant" discharges. For all "Non-significant" discharges DEC shall be responsible for SPDES permit issuance.
- d. DOH shall be responsible for plan approval and regulatory actions except for SPDES permit issuance activities for all surface and sub-surface dischargers designated by DEC as "Non-significant" at facilities permitted by DOH under Parts 6, 7, 14, 15 and 17 of the State Sanitary Code except where written agreements are entered into by DEC with any Federal, State, or local governmental agency to perform this responsibility. This responsibility is limited to systems of 10,000 (GPD) or less without the admixture of industrial wastes or other wastes.

2. Standards

- a. All surface and subsurface systems less than and equal to 10,000 gpd under DOH jurisdiction shall be designed, constructed, and maintained in accordance with the minimum statewide standards and procedures acceptable to DOH.
- b. All other systems shall be designed in accordance with the minimum statewide standards and procedures acceptable to DEC.

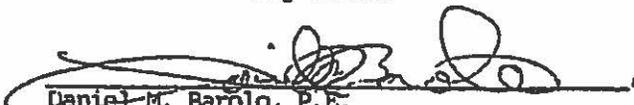
3. Compliance

- a. DOH shall be responsible for obtaining compliance at facilities under its jurisdiction. Regulatory action or non-action by DOH does not preclude DEC from pursuing independent regulatory action for non-compliance of DEC law or regulations by these facilities.
- b. DEC shall be responsible for obtaining compliance to systems under its jurisdiction.

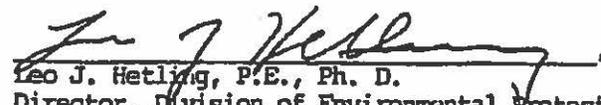
4. Administration and Cooperation

Appropriate offices and personnel of DOH and DEC shall cooperate to provide mutual assistance in:

- a. Project reviews of a complex nature.
- b. Resolving any technical and/or administrative differences that may arise.


Daniel M. Barolo, P.E.
Director, Division of Water


Date


Leo J. Hetling, P.E., Ph. D.
Director, Division of Environmental Protection


Date

ATTACHMENT C

1. Pursuant to Paragraph 2 in the main body of this Agreement, the following list represents the most stringent requirements set forth in the DEP Watershed Regulations and the WCHD Rules & Regulations (the "WCHDRR"), as of the effective date of this Agreement. If any of the standards change subsequent to the effective date of this Agreement, this list may be changed and updated as needed to incorporate any amendments to the underlying regulations and standards.
 - A. Design sewage flow to be 200 gallons per day per bedroom with application rates as set forth in WCHDRR. (WCHDRR Section 6.0(a))
 - B. Acceptable percolation rate can range from 3 to 60 minutes per inch. (Watershed Regulations Section 18-38(b)(6))
 - C. At least two percolation tests and at least two deep hole tests shall be performed in the primary absorption field. At least one percolation test and one deep hole test shall be performed in the reserve absorption field area. (WCHDRR Section 5(c))
 - D. A minimum usable disposal area of twice the size of the proposed system must be designated for the subsurface disposal system. (WCHDRR Section 4.0(a))
 - E. Minimum center to center trench spacing shall be seven feet. (WCHDRR Section 6.0)
 - F. Minimum separation distance from bottom of absorption system to bedrock, impervious layer or groundwater is five (5) feet. Deep hole tests are to be dug to a minimum of 84 inches, where possible, to show the five (5) foot separation requirement from trench to rock/groundwater. (WCHDRR Section 4.0(a))
 - G. No more than 3 ½ feet of fill may be utilized in Subdivisions approved after September 1, 1971, to obtain the five (5) foot separation distance. Suitable fill material shall consist of only run-of-bank sand and gravel. Such a system is considered "conventional." Fill stabilization may be achieved by mechanical compaction in six-inch lifts or by a natural settling period of at least six months which includes a freeze-thaw cycle. Percolation tests must be conducted in the stabilized fill and range from three to thirty minutes per inch. (WCHDRR Section 4.0(b))
 - H. No portion of an absorption field will be constructed under pavement or other impervious surface. (Watershed Regulations Section 18-38(b)(4))
 - I. Mound, galley systems, seepage pits, evaporation – transpiration systems, and experimental systems, as defined in Appendix 75-A, are prohibited from use for SSTs in the Watershed for new systems. Sand filters are prohibited from use for Individual SSTs in the Watershed. (Watershed Regulations Section 18-38(b)(2))
 - J. No part of an absorption field for an SST shall be located within 100 feet from a Watercourse or wetland or 300 feet from a reservoir or a reservoir stem. (Watershed Regulations Section 18-38(a)(4))
 - K. Raised systems, as defined in Appendix 75-A and when allowed by WCHD, must be located at least 250 feet from any Watercourse or wetland and 500 feet from any reservoir or reservoir stem. (Watershed Regulations Section 18-38(a)(5))

For those sites where the groundwater or distinct mottling is observed within 30 inches from grade, testing of the effectiveness of the curtain drain must be performed in accordance with accepted NYSDOH procedures for method, location and setbacks. The effectiveness of the curtain drain must be determined during a representative high groundwater period. The WCHD may determine the acceptable measures for determining the effectiveness of subsurface drains whenever groundwater levels or distinct soil mottling is observed greater than or equal to 30 inches below grade of in-situ soil.

ATTACHMENT D – WESTCHESTER COUNTY

1. DEP shall pay the County an amount calculated as set forth below, representing the cost and expenses of the County in administering the delegated responsibilities under this Agreement. The responsibilities are those which the County undertakes on behalf of DEP that are beyond the activities required by WCHD and NYSDOH or NYSDEC regulations and standards but with no additional compensation for profit. Attachment D1 provides an Invoice Sample that illustrates the necessary information required for DEP to reimburse the County. The County must provide a similar or equivalent level of detail in its quarterly invoices.
2. The County shall submit an invoice to DEP for the County's personnel costs and expenses within sixty (60) calendar days following the end of the quarter in which the costs and expenses were incurred, except the fourth quarter and the first invoice after execution of this Agreement is completed. The County shall submit the fourth quarter invoice for work done from April 1 to June 30 each calendar year within fifteen (15) calendar days after the end of that quarter. The County shall submit the first invoice within 30 days after this Agreement is fully executed.
3. The invoice being submitted by the County for reimbursement by DEP shall include the following details:
 - a. Employee, title or staff grade level, hours, project name, type of project, and rate of pay (excluding personnel costs);
 - b. Breakdown of the tasks. Tasks include such things as: percolation testing, site evaluation, change of use applications, Onsite Wastewater Treatment Systems (OWTS) applications for new construction and Remediation, open works, Remediation by licensed septic system contractors, and complaints;
 - c. Summation of the employee name, rate of pay and fringe benefits for each employee; and
 - d. Attach to the invoice a list of each project worked on during the quarter, noting "fully delegated" or "joint review" next to each project. The reservoir basin where the project is located should also be noted, if possible.
4. The County must provide verification to DEP of how the County provides fringe benefits to its employees. This proof should be supplied to DEP at the start of each project year or at any time the benefit amount changes.
5. If the County incurs costs for Other Than Personal Services (OTPS) while performing the work under this Agreement, those expenses may be reimbursable by DEP. For these expenses to be eligible for reimbursement, the invoice submitted to DEP must have a separate section that includes the following information: the type of OTPS expense incurred

during the invoice period, the calculated amount the County pays for each expense during the invoiced quarter; and the percentage of each OTPS expense being submitted for reimbursement that quarter. DEP shall have the right to review any of the OTPS monthly bills that the County has included in the quarterly invoice.

6. The County's amended budget for the five-year term beginning the effective date of this Agreement and ending five (5) years from the effective date of this Agreement shall be a maximum of \$990,000. Each yearly total shall not exceed 22% of the total contract amount, including the one-time purchase of a vehicle and one-time purchase of computers.
7. DEP shall pay the County within sixty (60) calendar days of DEP approving the quarterly invoice that is provided for in accordance with this Agreement.
8. DEP shall pay to the County the actual cost to purchase a vehicle, up to a maximum of \$35,000.00 (in the aggregate) for uses related to the delegated responsibilities under this Agreement, upon the last vehicle, purchased in December 2004 under a previous delegation agreement between DEP and WCHD, reaching an eight (8) year operating term or one hundred thousand (100,000) miles, whichever occurs first. Upon five (5) years of service of the last computer, purchased in September 2004 under a previous delegation agreement between DEP and WCHD, as of the effective date of this Agreement, the City shall pay to the County the actual cost to purchase computers, printers, and/or software or the cost to modify existing software up to a maximum of \$5,000.00 (in the aggregate). Both the vehicle and computers are to be included in the annual budgeted amount set forth in Paragraph 6 of this Attachment, for whichever year(s) in which they are purchased. WCHD shall provide DEP with six (6) months' notice before purchasing a vehicle or computers.
9. All purchased vehicles and computers shall remain in the County's possession and shall continue to be used for public health related activities until such time as said equipment is rendered inoperable. The cost to operate and maintain the replaced items for work performed under this Agreement shall be paid for by the County. DEP shall not reimburse the County for operation and/or maintenance costs related to said equipment.
10. Upon expiration or termination of this Agreement, the Parties agree to a reconciliation of the actual costs within one hundred and twenty (120) calendar days of said expiration or termination.
11. Rates on Attachment D1 will be changed in January of each year in order to reflect any increase in salary and/or fringe benefits for each of WCDH's personnel.

ATTACHMENT D1
Invoice Sample

| SITE INVESTIGATION - PERCOLATION TESTING | | | | |
|---|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| SANITARIAN/ENV. TECH - PERCOLATION TESTING | C10/7 | \$57.47 | 3.5 | \$201.14 |
| TOTAL | | | | \$201.14 |

| SITE INVESTIGATION - SITE INVESTIGATION | | | | |
|--|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| SR. ENGINEER/ASST ENGINEER - SITE EVALUATION | C13/12 | \$87.64 | 2.5 | \$219.10 |
| TOTAL | | | | \$219.10 |

| OWTS APPLICATIONS FOR NEW CONSTRUCTION AND REMEDIATIONS* REQUIRING A DESIGN PROFESSIONAL | | | | |
|---|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| OFFICE STAFF (STAFF ASST/SECRETARY) | C8/6 | \$49.53 | 0.5 | \$24.77 |
| SR. ENGINEER/ASST. ENGINEER - PLAN REVIEW | C13/12 | \$87.64 | 3 | \$262.92 |
| SR. ENGINEER/ASST. ENGINEER - AS BUILTS | C13/12 | \$87.64 | 1.5 | \$131.46 |
| TOTAL | | | | \$419.15 |

| OPEN WORKS | | | | |
|--|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| SR. ENGINEER/ASST. ENGINEER - OPEN WORKS | C13/12 | \$87.64 | 2 | \$175.28 |
| TOTAL | | | | \$175.28 |

| REMEDIATIONS ** BY WESTCHESTER COUNTY LICENSED SEPTIC SYSTEM CONTRACTORS | | | | |
|---|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| OFFICE STAFF (STAFF ASST/SECRETARY) | C8/6 | \$49.53 | 0.25 | \$12.38 |
| SR. ENGINEER/ASST. ENGINEER - REVIEW | C13/12 | \$87.64 | 2 | \$175.28 |
| TOTAL | | | | \$187.66 |

CHANGE OF USE APPLICATIONS

| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
|--------------------------------------|--------------|----------------------|--------------|-----------------|
| OFFICE STAFF (STAFF ASST/SECRETARY) | C8/6 | \$49.53 | 0.5 | \$24.77 |
| SR. ENGINEER/ASST. ENGINEER - REVIEW | C13/12 | \$87.64 | 3 | \$262.92 |
| TOTAL | | | | \$287.69 |

| COMPLAINTS | | | | |
|-------------------|--------------|----------------------|--------------|-----------------|
| <u>PERSONNEL</u> | <u>GRADE</u> | <u>TOTAL RATE/HR</u> | <u>HOURS</u> | <u>TOTAL</u> |
| SR. ENGINEER | C13 | \$91.74 | 0.5 | \$45.87 |
| SANITARIAN | C10 | \$65.63 | 3.5 | \$229.71 |
| TOTAL | | | | \$275.58 |

| TITLE | GRP | RATE/HR | FRINGE RATE | TOTAL RATE/HR |
|--|-----|---------|-------------|---------------|
| SR ENGINEER | 13 | \$56.05 | \$35.69 | \$91.74 |
| ASST ENGINEER | 12 | \$51.04 | \$32.50 | \$83.54 |
| SANITARIAN | 10 | \$40.10 | \$25.53 | \$65.63 |
| ENV TECH I | 7 | \$30.12 | \$19.18 | \$49.30 |
| OFFICE STAFF (STAFF ASSISTANT/SECRETARY) | 8/6 | \$30.26 | \$19.26 | \$49.53 |

*FOR OWTS LOCATED ON PROPERTIES WITHIN KENSICO, CROSS RIVER, AND CROTON FALLS RESERVOIR BASINS; REMEDIATIONS FOR OWTS LOCATED ON PROPERTIES WITHIN NEW CROTON, MUSCOOT, AMAWALK AND TITICUS RESERVOIR BASINS; AND ALL INTERMEDIATE SIZED OWTS AND APPLICATIONS WHICH DEP HAS ISSUED A VARIANCE APPROVAL.

** REMEDIATIONS AS DEFINED IN THE DEP WATERSHED REGULATIONS - EFFECTIVE MAY 1, 1997 AS AMENDED APRIL 4, 2010

ATTACHMENT E
Contacts

1. DEP Contacts:

All correspondence including Determinations to DEP arising under this Agreement shall be sent by regular mail, except where other means are specified, to the following person (or to his/her successor in the same title) at the following address:

Danny Shedlo, P.E., EOH Project Review Supervisor
New York City Department of Environmental Protection
465 Columbus Avenue
Valhalla, NY 10595

Except that all termination notices shall be sent by certified mail, return receipt requested, to the following persons (or to each such person's successor in the same title) at the following addresses:

_____, Chief, Regulatory and Engineering Programs
New York City Department of Environmental Protection
71 Smith Avenue
Kingston, NY 12401

New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, NY 11373
Attn: General Counsel

2. WCHD Contacts:

All correspondence to WCHD arising under this Agreement shall be sent to the following persons (or to each such person's successor in the same title) at the following addresses:

Paul Kutzy, P.E., Assistant Commissioner
Westchester County Health Department
25 Moore Avenue
Mount Kisco, NY 10549

Renee Recchia, Acting Deputy Commissioner for Administration
Westchester County Department of Health
10 County Center Road, 2nd Floor
White Plains, NY 10607-1541

3. **NYSDEC Contacts:**

All disputes shall be sent to the following person (or to his/her successor in the same title) at the following address:

Shohreh Karimipour, P.E., Regional Water Engineer
New York State Department of Environmental Conservation
100 Hillside Avenue, Suite 1W
White Plains, NY 10603

4. **NYSDOH Contacts:**

All disputes shall be sent to the following persons (or to each such person's successor in the same title) at the following addresses:

Pamela L. Young, Ph. D., Chief, New York City Watershed Section
New York State Department of Health
Bureau of Water Supply Protection
Empire State Plaza
Corning Tower, 11th Floor
Albany, NY 12237

Christine Westerman, Director, Environmental Health
New York State Department of Health
50 North Street
Monticello, NY 12701

ACT NO. ____-2021

AN ACT authorizing the County of Westchester to renew an intermunicipal agreement with the New York City Department of Environmental Protection for the delegation to the County of Westchester the administration and enforcement of Section 18-38 of Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources", whereby the County will review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems located in the portion of the watershed of the New York City water supply situated within Westchester County.

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

Section 1. The County of Westchester (the "County") is hereby authorized to renew an intermunicipal agreement (the "Agreement") with the New York City Department of Environmental Protection (the "NYCDEP"), pursuant to which the NYCDEP will delegate to the County, acting by and through its Department of Health ("DOH"), the administration and enforcement of Section 18-38 of Subchapter G of New York City's "Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources", whereby DOH will review and issue written determinations for all new, altered, modified, or remediated subsurface sewage treatment systems ("SSTs") located in the portion of the watershed of the New York City water supply situated within Westchester County, for a five year period effective January 1, 2021 and terminating on December 30, 2025.

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

§3. This Act shall take effect immediately.



TOWN OF CORTLANDT
DEPARTMENT OF TECHNICAL SERVICES
ENGINEERING DIVISION

Michael Preziosi, P.E.
Director - D.O.T.S

Arthur D'Angelo, Jr., P.E.
Deputy Director
D.O.T.S - Engineering

Town Hall, 1 Heady Street
Cortlandt Manor, NY 10567
Main #: 914-734-1060
Fax #: 914-734-1066

Town Supervisor
Linda D. Puglisi

Town Board
Richard H. Becker
Debra A. Carter
James F. Creighton
Francis X. Farrell

TRANSMITTAL

DATE: February 16, 2021

TO: Sunday Vanderberg
Clerk & Chief Administrative Officer
Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

FROM: Arthur D'Angelo, Jr., P.E.
Deputy Director
D.O.T.S. - Engineering

RE: Incorporate Parcel - PSSD
Arlene Salkow (Owner)
Alex Weis (Contract Vendee)
Hill and Dale Road
Cortlandt Manor, NY 10567
Section: 45.5, Block: 1, Lot: 3 (formerly 45.5-1-2 & 3)

We are sending to you today by FedEx the following:

- (1) - One copy of the letter from the Owner and Contract Vendee requesting to incorporate the above referenced parcel into the Peekskill Sanitary Sewer District.
- (1) - One certified copy of the Town Board Resolution (65-21) requesting to incorporate the above referenced parcel into the Peekskill Sanitary Sewer District.

If you have any questions or require any further information please do not hesitate to contact this office.

cc: (One copy each of the above - via email)
Amy Vele - Personal Legislative Aide for
Westchester County Board of Legislator - Colin D. Smith
Laroue Shatzkin, Town of Cortlandt, Town Clerk
File Copy - Engineering Division

1/20/2021

Supervisor Puglisi and Town Board

Town of Cortlandt

1 Heady Street

Cortlandt Manor, NY 10567

Re: Request to Incorporate Parcel into Peekskill Sanitary Sewer District.

Dear Supervisor Puglisi and Town Board:

As the Current Property Owner (Arlene Salkow) and Contract Vendee (Alex Weis) of the following parcel we are requesting that you please petition Westchester County to incorporate the parcel located on Hill and Dale Road, Cortlandt Manor, New York, designated as Section 45.5, Block 1, Lot 3 (formerly Section 45.5, Block 1, Lots 2 & 3) into the Peekskill Sanitary Sewer District located in the Town of Cortlandt.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

Alex Weis

Date: 1/28/21

Alex Weis – Contract Vendee
Matter RE LLC
Phone Number: 917-232-9009

Arlene Salkow

Date: 1/21/21

Arlene Salkow – Property Owner

Phone Number: (845) 621-7043

RESOLUTION

NUMBER 65-21

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

WHEREAS, by letter dated January 28, 2021 from Arlene Salkow and Alex Weiss, Owner and Contract Vendee of Section 45.5, Block 1, Lot 3 property described below was received by the Town Board of the Town of Cortlandt at the Town Board Meeting held February 9, 2021 for a parcel located at Hill and Dale 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 included into the Peekskill Sanitary Sewer District; said property is designated as follows:

Section 45.5 Block 1, Lot 3
(Formerly Section 45.5 Block 1, Lots 2 & 3)
Hill and Dale Road
Cortlandt Manor, NY 10567

Owner: Arlene Salkow
Contract Vendee: Alex Weis

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 include said parcel designated above into the Peekskill Sanitary Sewer District.

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

**Adopted February 9, 2021
At a Regular Meeting
Held via Zoom**

Certified Copy

02/16/21 Date
JR Shatzkin
Town Clerk and Registrar