

Board of Legislators Meeting Agenda



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

Monday, December 12, 2022

10:00 AM

Legislative Chambers

Regular Meeting

CALENDAR 24 (CONSENT)

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

CALL TO ORDER

MINUTES APPROVAL

November 28, 2022 at 7pm, Regular Meeting.
December 6, 2022 at 5pm, Special Meeting.
December 7, 2022 at 7pm, Public Hearing.

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

[2022-595](#) BOND ACT-WCC79-Roof Replacement Various Buildings

A BOND ACT authorizing the issuance of NINETY EIGHT THOUSAND (\$98,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC79 - Roof Replace Various Buildings.

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

2022-596 BOND ACT-WCC82-Site Upgrade Campus Wide

A BOND ACT authorizing the issuance of ONE HUNDRED NINETY SIX THOUSAND (\$196,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC82 - Site Upgrade Campus Wide.

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

2022-598 BOND ACT-WCC83-Infrastructure Upgrade-Various Buildings

A BOND ACT authorizing the issuance of FIVE HUNDRED THREE THOUSAND (\$503,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC83 - Infrastructure Upgrade - Various Buildings.

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

2022-599 BOND ACT-WCC90-Technology Upgrade Off Campus

A BOND ACT authorizing the issuance of FIFTY THOUSAND (\$50,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC90 - Technology Upgrade Off Campus 2017/18 - 2021/22.

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

2022-600 BOND ACT-WCC91-Technology Upgrade On Campus

A BOND ACT authorizing the issuance of SIX HUNDRED THOUSAND (\$600,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC91 - Technology Upgrade On-Campus 2017/18 - 2021/22.

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

2022-601 IMA-School Resource Officer-Katonah-Lewisboro School District

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

2022-602 IMA-Justice Assistance Grant-Yonkers

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2022.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY[2022-603](#)**IMA-Sixth Grade Leadership Academy-Yonkers**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on July 1, 2022 and expiring on June 30, 2023 for total amount of TWO HUNDRED THOUSAND (\$200,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH**B. COUNTY ATTORNEY****C. LEGISLATORS****D. OTHERS****II. NOTICES & PETITIONS****III. STANDING COMMITTEES**[SI. 1. 2022-524](#)**CLERK OF THE BOARD - Election Commissioner Certification**

Forwarding an Election Commissioner Certification for the reappointment of Douglas A. Colety, for the term to begin January 1, 2023 and ending December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

[SI. 2. 2022-605](#)**RES - Official Newspapers Designations 2023 Legislative Year**

A Resolution authorizing the designation of official Board of Legislators newspapers for the 2023 Legislative year.

SUBMITTED BY: COMMITTEE ON RULES

RESOLUTION _____ - 2022

VOTE _____

[SI. 3. 2022-606](#)**ACT - Standard Work Day**

AN ACT for the purpose of establishing a standard work day for each elective or appointive office or position.

SUBMITTED BY: COMMITTEE ON RULES

ACT _____ - 2022

VOTE _____

IV. SPECIAL ORDERS

SI.1. [2022-597](#) RES - Distinguished Service Award for the Honorable MaryJane Shimsky

A RESOLUTION bestowing the Westchester County Board of Legislators Award for Distinguished Service on the Honorable MaryJane Shimsky.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

[2022-604](#) Memorial Resolutions 18-2022

HON. NANCY BARR: Dolph Rotfeld

HON. BENJAMIN BOYKIN: Nicholas Ceraldi

HON. MARGARET A. CUNZIO: Guido Poet, Joyce Lopez, Cosmo D. Amodei, Angelo Santos Chupungco, Patrick Joseph Flannery, Michael Duffy

HON. CHRISTOPHER JOHNSON: Alberta Henry, Sonia Bradshaw, Joshua Seuss

HON. ERIKA PIERCE: Patricia "Patsy" Reilly

HON. MARYJANE SHIMSKY: Syliva Seifer Prior, Sister Maureen Hally, Howard Leslie Harmon, Jr., Roy N. Daily, Barbara Mallery de Roos Waesche, Janet Payne Kuney

LEGISLATORS TUBIOLO, NOLAN, JOHNSON AND ALVARADO: Sergeant Frank Gualdino

ADJOURNMENT

Adjourned.

George Latimer
County Executive

December 1, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$98,000 to finance a component the following capital project:

WCC79 – Roof Replacement Various Buildings ("WCC79").

The Bond Act, in the amount of \$98,000, would finance the County's 50% share of the next phase of Westchester Community College's Roof Replacement - Various Buildings project. The amount appropriated for this phase is \$196,000, of which 50% (\$98,000) will be funded by the State of New York and 50% by the County. This project is for both design and construction and will replace the roof on the Knollwood Center on the WCC Campus. The roof on the Knollwood Center is approaching the end of its useful life and is in need of replacement.

The College has advised that this phase is necessary to preserve the College's critical infrastructure and reduce the risk of roof leaks that have the potential to cause severe damage to the buildings strength, foundation and overall structure due to rotting. Roofs that remain in place after their useful life will have an increased risk of damage.

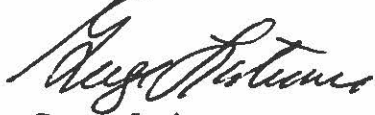
Following receipt by the College of New York State funds and County bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized bonding in connection with WCC79 as indicated in the annexed fact sheet.

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 Bond Act is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline.

George Latimer
County Executive

GL/BM/DG/jpg
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of \$98,000 to finance a component of capital project WCC79 – Roof Replacement Various Buildings ("WCC79"). The Bond Act, which was prepared by the law firm of Hawkins, Delafield & Wood, LLP, will finance the County's 50% share of the next phase of Westchester Community College's Roof Replacement - Various Buildings project. The amount appropriated for this phase is \$196,000, of which 50% (\$98,000) will be funded by the State of New York and 50% by the County. This project is for both design and construction and will replace the roof on the Knollwood Center on the WCC Campus. The roof on the Knollwood Center is approaching the end of its useful life and is in need of replacement.

The College has advised that this phase is necessary to preserve the College's critical infrastructure and reduce the risk of roof leaks that have the potential to cause severe damage to the buildings strength, foundation and overall structure due to rotting. Roofs that remain in place after their useful life will have an increased risk of damage.

Following receipt by the College of New York State funds and County bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized bonding in connection with WCC79 as indicated in the annexed fact sheet.

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.

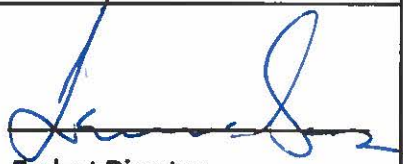
It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 2022
White Plains, New York


c/jpg/11-01-22

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>WCC79</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 98,000	PPU 15	Anticipated Interest Rate 4.17%
Anticipated Annual Cost (Principal and Interest):		\$ 8,305	
Total Debt Service (Annual Cost x Term):		\$ 124,575	
Finance Department: Interest rates from November 16, 2022 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):			
<u>No Operating impact.</u>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:		1	
SECTION E - EXPECTED DESIGN WORK PROVIDER			
<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable	
Prepared by:	<u>Dawn Gillins</u>	Reviewed By:	
Title:	<u>Controller</u>	<i>dv 11/29/22</i>	Budget Director
Department:	<u>Westchester Community College</u>	Date:	<u>11/29/22</u>
Date:	<u>11/17/22</u>		

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

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

DATE: November 4, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC79 ROOF REPLACEMENTS VARIOUS BUILDINGS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
10-26-2022 (Unique ID: 2007)

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: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Cirillo, Director of Physical Plant, Westchester Community College
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$98,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PHASE OF THE WESTCHESTER COMMUNITY COLLEGE ROOF REPLACEMENT PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$196,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$98,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$98,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$98,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the design and construction of a phase of the Westchester Community College roof replacement program,

including design and construction and will replace roofs on the Knollwood Center on the College's Campus, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$196,000. The plan of financing includes the issuance of \$98,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$98,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$98,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$98,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$196,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$98,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PHASE OF THE WESTCHESTER COMMUNITY COLLEGE ROOF REPLACEMENT PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$196,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$98,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$98,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

object or purpose: to finance the cost of the design and construction of a phase of the Westchester Community College roof replacement program, including design and construction and will replace roofs on the Knollwood Center on the College's Campus, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued
and period of probable usefulness: \$98,000; fifteen (15) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC79	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-16-2022
Fact Sheet Year:* 2022	Project Title:* ROOF REPLACEMENTS VARIOUS BUILDINGS	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2007

Overall Project Description

This project will replace various roofs which are approaching the end of their useful life in order to preserve the College's critical infrastructure. Roofs that remain in place after their useful life will have an increased risk of damage and susceptibility to leaking. Roof leaks and the inability to adequately curtail roof leaks have the potential to cause severe damage to a buildings strength, foundation and overall structure due to rotting.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022/23	2023/24	2024/25	2025/26	2026/27	Under Review
Gross	9,338	8,962	0	0	0	0	0	376
Less Non-County Shares	4,669	4,481	0	0	0	0	0	188
Net	4,669	4,481	0	0	0	0	0	188

Expended/Obligated Amount (in thousands) as of : 3,858

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of the next phase of the College's Roof Replacement - Various Buildings project. The amount appropriated for this Phase is \$196,000 of which 50% (\$98,000) will be funded by the State and 50% by the County. This project is for both design and construction and will replace the roof on the Knollwood Center on the College's Campus. It is anticipated that the roofs in this bonding request are approaching the end of their useful life and will be in need of replacement.

Financing Plan for Current Request:

Non-County Shares:	\$ 98,000
Bonds/Notes:	98,000
Cash:	0
Total:	\$ 196,000

SEQR Classification:

TYPE II

Amount Requested:

98,000

Comments:

These funds will protect and preserve the College's critical infrastructure and avoid substantial and significant health implications to building inhabitants.

Energy Efficiencies:

WCC WILL INSTALL ROOFS TO REDUCE BUILDING COOLING COSTS. THEY WILL MEET THE COOL ROOFING REQUIREMENTS OF USGBC'S LEED PROGRAM.

Appropriation History:

Year	Amount	Description
2013	1,210,000	ROOF REPLACEMENT AT CHILDREN'S CENTER, CLASSROOM BUILDING, BOOKSTORE
2014	1,068,000	ROOF REPLACEMENT AT HARTFORD HALL
2017	1,886,000	VARIOUS ROOF REPLACEMENT
2019	602,000	ROOF REPLACEMENT MAINT BLDG
2020	2,540,000	ROOF REPLACEMENT VARIOUS BLDGS
2021	1,460,000	ROOF REPLACEMENT PHYSICAL EDUCATION BUILDING
2022	196,000	ROOF REPLACEMENT KNOLLWOOD CENTER

Total Appropriation History:

8,962,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	64	1,139,000	1,107,544	ROOF REPLACEMENT VARIOUS BUILDINGS FOR WCC (PHASE I & II)
18	43	943,000	956,352	ROOF REPLACEMENT VARIOUS BUILDINGS - WCC
19	188	301,000	0	WCC ROOF REPLACEMENTS - VARIOUS LOCATIONS
21	95	1,270,000	0	ROOF REPLACEMENT VARIOUS BUILDINGS FOR WCC (ART, LIBRARY, SCIENCE BLDGS)
22	22	730,000	0	REPLACE ROOF ON PHYSICAL ED BUILDING

Total Financing History:

4,383,000

Recommended By:

Department of Planning	Date
WBB4	10-26-2022
Department of Public Works	Date
RJB4	10-27-2022
Budget Department	Date
LMY1	11-01-2022
Requesting Department	Date
DAGX	11-01-2022



George Latimer
County Executive

December 1, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$196,000 to finance a component the following capital project:

WCC82 – Site Upgrade Campus Wide ("WCC82").

The Bond Act, in the amount of \$196,000, would finance the County's 50% share of the design for the Area Four phase of the Site Upgrade - Campus Wide project. The Area Four phase is for the Technology Building surrounding area and Student Center Parking Lot B. Area Four covers the area surrounding the Technology Building as well as a portion of the Campus Loop, extending from the east gate entrance. The site work upgrade will include repaving, improvements to the storm drainage, site lighting, signage, walkways, landscaping and car charging stations. The amount appropriated for this design phase is \$392,000, of which 50% (\$196,000) will be funded by the State of New York and 50% by the County.

The College has advised that the work is required because the facilities have exceeded their useful life and have deteriorated with age and use.

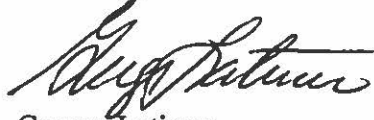
Following receipt by the College of New York State funds and County bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants.

It should be noted that your Honorable Board has previously authorized bonding in connection with WCC82 as indicated in the annexed fact sheet.

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 Bond Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

GL/BM/DG/jpg
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of \$196,000 to finance a component of capital project WCC82 – Site Upgrade Campus Wide ("WCC82"). The Bond Act, which was prepared by the law firm of Hawkins, Delafield & Wood, LLP, will finance the County's 50% share of the design for the Area Four phase of the Site Upgrade - Campus Wide project. The Area Four phase is for the Technology Building surrounding area and Student Center Parking Lot B. Area Four covers the area surrounding the Technology Building as well as a portion of the Campus Loop, extending from the east gate entrance. The site work upgrade will include repaving, improvements to the storm drainage, site lighting, signage, walkways, landscaping and car charging stations. The amount appropriated for this design phase is \$392,000, of which 50% (\$196,000) will be funded by the State of New York and 50% by the County.

The College has advised that this phase is necessary because the facilities have exceeded their useful life and have deteriorated with age and use.

Following receipt by the College of New York State funds and County bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed by consultants.

It should be noted that your Honorable Board has previously authorized bonding in connection with WCC82 as indicated in the annexed fact sheet.

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

Dated: _____, 2022
White Plains, New York

c/jpg/11-01-22

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WCC82

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 196,000 PPU 10 Anticipated Interest Rate 3.72%

Anticipated Annual Cost (Principal and Interest): \$ 23,038

Total Debt Service (Annual Cost x Term): \$ 230,380

Finance Department: Interest rates from November 16, 2022 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):

No Operating Impact

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 2

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Dawn Gillins

Title: Controller

Department: Westchester Community College

Date: 11/22/22


Reviewed By: 

dvu/29/22

Budget Director

Date: 11/29/22

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

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

DATE: November 9, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC82 SITE UPGRADE – CAMPUS WIDE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
10-26-2022 (Unique ID: 2008)

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

COMMENTS: The current request is for design only.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Cirillo, Director of Physical Plant, Westchester Community College
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$196,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE AREA FOUR PHASE OF THE WESTCHESTER COMMUNITY COLLEGE SITE UPGRADE-CAMPUS WIDE PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$392,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$196,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$196,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$196,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the Area Four Phase of the Westchester Community College Site Upgrade-Campus Wide Project, for the Technology Building

surrounding area and Student Center Parking Lot B, the Area Four Phase covers the area surrounding the Technology Building as well as a portion of the Campus Loop, extending from the east gate entrance; the site work upgrade includes repaving, improvements to the storm drainage, site lighting, signage walkways and landscaping and car charging stations; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$392,000. The plan of financing includes the issuance of \$196,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$196,000 expected to be received from the State of New York to be expended towards the cost of said object or purpose or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$196,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 20(f) of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of

\$196,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$392,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$196,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE AREA FOUR PHASE OF THE WESTCHESTER COMMUNITY COLLEGE SITE UPGRADE-CAMPUS WIDE PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$392,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$196,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$196,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose:

to finance the Area Four Phase of the Westchester Community College Site Upgrade-Campus Wide Project, for the Technology Building surrounding area and Student Center Parking Lot B, Area Four covers the area surrounding the Technology Building as well as a portion of the Campus Loop, extending from the east gate entrance; the site work upgrade includes repaving, improvements to the storm drainage, site lighting, signage walkways and landscaping and car charging stations; all as set forth in the County's Current Year Capital Budget, as amended.

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

\$196,000; ten (10) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC82	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-16-2022
Fact Sheet Year:* 2022	Project Title:* SITE UPGRADE - CAMPUS WIDE	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2008

Overall Project Description

This campus wide project will address parking lot issues and site improvements throughout the campus. The campus experiences parking shortages at peak use periods. This project will focus on parking and general site improvements throughout the surrounding buildings on campus.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022/23	2023/24	2024/25	2025/26	2026/27	Under Review
Gross	16,424	3,631	300	4,000	0	4,000	4,493	0
Less Non-County Shares	8,211	1,815	150	2,000	0	2,000	2,246	0
Net	8,213	1,816	150	2,000	0	2,493	2,247	0

Expended/Obligated Amount (in thousands) as of : 1,562

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of the fourth phase of the Site Upgrade - Campus Wide project. The Area Four phase is for the Technology Building Surrounding Area and Student Center Parking Lot B. Area Four covers the area surrounding the Technology Building as well as a portion of the Campus Loop, extending from the east gate entrance. The site work upgrade includes repaving, improvements to the storm drainage, site lighting, signage walkways and landscaping and car charging stations.

Financing Plan for Current Request:

Non-County Shares:	\$ 196,000
Bonds/Notes:	196,000
Cash:	0
Total:	\$ 392,000

SEQR Classification:

TYPE II

Amount Requested:

196,000

Comments:

The amount appropriated for the Area Four phase of this project is \$392,000. This bonding request in the amount of \$196,000 represents the County's 50% share of approved Capital Project WCC82 - Site Upgrade - Campus Wide (Area Four Phase). New York State has approved funding on the remaining 50%

Energy Efficiencies:

LIGHTING WILL BE ENERGY EFFICIENT.

Appropriation History:

Year	Amount	Description
2015	1,626,000	AREAS ONE PARKING LOT IMPROVEMENTS
2017	751,000	AREA TWO PARKING LOT IMPROVEMENTS
2019	862,000	AREA THREE PARKING LOT IMPROVEMENTS
2021	392,000	AREA FOUR PARKING LOT IMPROVEMENTS

Total Appropriation History:

3,631,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
16	345	813,000	813,000	PARKING LOT AND RELATED SITE IMPROVEMENTS
19	232	376,000	152,945	WCC CONSTRUCTION OF PARKING LOT FACILITIES AND RELATED SITE IMPROVEMENTS
21	140	431,000	0	STUDENT CENTER & PE , LOTS 9 & 10, CAMPUS LOOP ETC

Total Financing History:

1,620,000

Recommended By:

Department of Planning
WBB4

Date
10-26-2022

Department of Public Works
RJB4

Date
10-27-2022

Budget Department
LMY1

Date
11-01-2022

Requesting Department
DAGX

Date
11-01-2022



George Latimer
County Executive

December 1, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$503,000 to finance a component of the following capital project:

WCC83 – Infrastructure Upgrade - Various Buildings ("WCC83").

The Bond Act, in the amount of \$503,000, would finance the County's 50% share of design and construction for Phase IV of the Infrastructure Upgrade - Various Buildings project at Westchester Community College (the "College"). The College has advised that the total cost of Phase IV is \$1,006,000, of which 50% will be funded by New York State (\$503,000) and 50% by the County. This phase will address the infrastructure at Hartford Hall, the Student Center and the Bookstore. The work to be performed at Hartford Hall will include the building site and envelope; interior components, as well as mechanical, plumbing and electrical systems. The work to be performed at the Student Center and Bookstore will include complete upgrades to the mechanical and electrical systems. These upgrades are critical to maintaining the infrastructure and operational efficiency of these buildings.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by outside consultants. It is estimated that construction will take eighteen (18) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized bonding in connection with Phases I, II and III of this project which financed infrastructure upgrades at the College's Physical Education Building, Library Building, the Knollwood Center and the Children's Center.

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 Bond Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

GL/BM/DG/jpg
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$503,000, to finance a component of capital project WCC83 – Infrastructure Upgrade – Various Buildings (“WCC83”).

The Bond Act, prepared by the law firm of Hawkins Delafield and Wood, LLP, would finance the County’s 50% share of design and construction for Phase IV of the Infrastructure Upgrade - Various Buildings project at Westchester Community College (the “College”). The College has advised that the total cost of Phase IV is \$1,006,000, of which 50% will be funded by New York State (\$503,000) and 50% by the County. This phase will address the infrastructure at Hartford Hall, the Student Center and the Bookstore. The work to be performed at Hartford Hall will include the building site and envelope; interior components, as well as mechanical, plumbing and electrical systems. The work to be performed at the Student Center and Bookstore will include complete upgrades to the mechanical and electrical systems. These upgrades are critical to maintaining the infrastructure and operational efficiency of these buildings.

Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete and will be performed by outside consultants. It is estimated that construction will take eighteen (18) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized bonding in connection with Phase I, Phase II and Phase III of this project which financed infrastructure upgrades at the College’s Physical Education Building, Library Building, the Knollwood Center and the Children’s Center.

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

Dated: _____, 2022
White Plains, New York


c/jpg/11-01-22

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>WCC83</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	503,000	PPU 15 Anticipated Interest Rate 3.53%
Anticipated Annual Cost (Principal and Interest):		\$	42,625
Total Debt Service (Annual Cost x Term):		\$	639,375
Finance Department: Interest rates from November 16, 2022 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):			
<u>No Operating Impact</u>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:		5	
SECTION E - EXPECTED DESIGN WORK PROVIDER			
<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable	
Prepared by:	<u>Dawn Gillins</u>		
Title:	<u>Controller</u>		
Department:	<u>Westchester Community College</u>		
Date:	<u>11/17/22</u>	Reviewed By:	<u></u>
		Budget Director	<u>11/29/22</u>

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

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

DATE: November 9, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC83 INFRASTRUCTURE UPGRADE - VARIOUS BUILDINGS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 10-26-2022 (Unique ID: 2009)

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: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Cirillo, Director of Physical Plant, Westchester Community College
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$503,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE IV OF THE WESTCHESTER COMMUNITY COLLEGE INFRASTRUCTURE UPGRADE-VARIOUS BUILDINGS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,006,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$503,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$503,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$503,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance Phase IV of the Westchester Community College infrastructure upgrade-various buildings project, for Hartford Hall, the Student

Center and the Bookstore; the work in Hartford Hall includes the building site and envelope; interior components, as well as mechanical, plumbing and electrical systems; the Student Center and Bookstore will complete upgrades to the mechanical and electrical systems; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,006,000. The plan of financing includes the issuance of \$503,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$503,000 expected to be received from the State of New York to be expended towards the cost of said object or purpose or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$503,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of

\$503,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,006,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$503,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE IV OF THE WESTCHESTER COMMUNITY COLLEGE INFRASTRUCTURE UPGRADE-VARIOUS BUILDINGS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,006,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$503,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$503,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose:

to finance Phase IV of the Westchester Community College infrastructure upgrade-various buildings project, for Hartford Hall, the Student Center and the Bookstore; the work in Hartford Hall includes the building site and envelope; interior components, as well as mechanical, plumbing and electrical systems; the Student Center and Bookstore will complete upgrades to the mechanical and electrical systems; all as set forth in the County's Current Year Capital Budget, as amended.

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

\$503,000; fifteen (15) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC83	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-16-2022
Fact Sheet Year:* 2022	Project Title:* INFRASTRUCTURE UPGRADE - VARIOUS BUILDINGS	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2009

Overall Project Description

This campus wide project will address infrastructure upgrades through the campus. This phase will address Hartford Hall, the Student Center and the Bookstore and will provide upgrades including but not limited to mechanical, electrical, plumbing systems and interior components and building site and envelope.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022/23	2023/24	2024/25	2025/26	2026/27	Under Review
Gross	3,210	3,210	0	0	0	0	0	0
Less Non-County Shares	1,605	1,605	0	0	0	0	0	0
Net	1,605	1,605	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 37

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of the fourth phase of this Infrastructure Upgrade - Various Buildings project. This capital project addresses the infrastructure of Hartford Hall, the Student Center and the Bookstore. the work in Hartford Hall includes the Building Site and Envelope; Interior Components, as well as Mechanical, Plumbing and Electrical Systems. The Student Center and Bookstore will complete upgrades to the Mechanical and Electrical Systems.

Financing Plan for Current Request:

Non-County Shares:	\$ 503,000
Bonds/Notes:	503,000
Cash:	0
Total:	\$ 1,006,000

SEQR Classification:

TYPE II

Amount Requested:

503,000

Comments:

The amount appropriated for this Phase is \$1,006,000. This bonding request in the amount of \$503,000 represents the County's 50% share of approved Capital Project WCC83 - Infrastructure Upgrade - Various Buildings. New York State has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2016	786,000	VARIOUS BUILDING UPGRADES INCLUDING MECHANICAL, ELECTRICAL, PLUMBING SYSTEMS, AND INTERIOR COMPONENTS
2019	784,000	VARIOUS BUILDINGS INFRASTRUCTURE UPGRADES LIBRARY BLDG
2020	634,000	VARIOUS BUILDINGS INFRASTRUCTURE UPGRADES
2021	1,006,000	VARIOUS BUILDINGS INFRASTRUCTURE UPGRADES

Total Appropriation History:

3,210,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
18	44	393,000		0 INFRASTRUCTURE UPGRADE VARIOUS BUILDINGS - WCC
21	96	392,000		0 INFRASTRUCTURE UPGRADE VARIOUS BUILDINGS - WCC
22	23	317,000		0 INFRASTRUCTURE UPGRADE

Total Financing History:

1,102,000

Recommended By:

Department of Planning	Date
WBB4	10-26-2022
Department of Public Works	Date
RJB4	10-27-2022
Budget Department	Date
LMY1	11-01-2022
Requesting Department	Date
DAGX	11-01-2022

George Latimer
County Executive

December 1, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$50,000 to finance a component of the following capital project:

WCC90 – Technology Upgrade Off Campus 2017/18 – 2021/22 ("WCC90").

The Bond Act, in the amount of \$50,000, would finance the County's 50% share of Phase III of WCC90, including the replacement of digital signage, media equipment, laptop, PC, printer, wireless and replacement/enhancements which are all on a five-year replacement cycle.

Westchester Community College (the "College") has advised that the total cost of Phase III is \$100,000, of which 50% will be funded by New York State and 50% by the County. Following bonding authorization, the project is anticipated to be completed within approximately 24 months and will be performed in-house and not require outside consultants.

Your Committee is advised that your Honorable Board has previously authorized bonding in connection with prior phases of WCC90 as indicated on the annexed fact sheet.

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 Bond Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$50,000, prepared by the law firm of Hawkins Delafield and Wood, LLP, to finance a component of capital project WCC90 – Technology Upgrade Off Campus 2017/18 – 2021/22 (“WCC90”).

The Bond Act, in the amount of \$50,000, would finance the County’s 50% share of Phase III of WCC90, including the replacement of digital signage, media equipment, laptop, PC, printer, wireless and replacement/enhancements which are all on a five-year replacement cycle.

Westchester Community College (the “College”) has advised that the total cost of Phase III is \$100,000, of which 50% will be funded by New York State and 50% by the County.

Following bonding authorization, the project is anticipated to be completed within approximately 24 months and will be performed in-house and not require outside consultants.

Your Committee is advised that your Honorable Board has previously authorized bonding in connection with prior phases of WCC90 as indicated on the annexed fact sheet.

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

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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WCC90

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 50,000 PPU 5 Anticipated Interest Rate 6.93%

Anticipated Annual Cost (Principal and Interest): \$ 10,921

Total Debt Service (Annual Cost x Term): \$ 54,605

Finance Department: Interest rates from November 16, 2022 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):

No Operating Impact

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☐ Consultant

☒ Not Applicable

Prepared by: Dawn Gillins

Title: Controller

Department: Westchester Community College

Date: 11/17/22


Reviewed By: 

du11/22/22

Budget Director

Date: 11/29/22

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

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

DATE: November 4, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC90 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
10-26-2022 (Unique ID: 2010)

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)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Cirillo, Director of Physical Plant, Westchester Community College
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$50,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE III OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-OFF CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$50,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$50,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$50,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance Phase III of the Westchester Community College technology upgrade-off campus program, including the replacement of digital signage, media

equipment, laptop, pc, printer, wireless and replacement/enhancement which are all on a five year replacement cycle, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$100,000. The plan of financing includes the issuance of \$50,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$50,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$50,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$50,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$100,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$50,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE III OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-OFF CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$50,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$50,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose:

to finance Phase III of the Westchester Community College technology upgrade-off campus program, including the replacement of digital signage, media equipment, laptop, pc, printer, wireless and replacement/enhancement which are all on a five year replacement cycle, all as set forth in the County's Current Year Capital Budget, as amended.

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

\$50,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC90	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-16-2022
Fact Sheet Year:* 2022	Project Title:* TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2010

Overall Project Description

The College as most centers of higher education, is under increasing pressure to offer the basic technological support services required by today's society. Long term considerations must be given to adequately plan for the introduction of new technologies. The scope of this project supports the modest programs which introduces new and replacement technologies at the colleges off campus locations. This endeavor is essential for WCC to remain competitive in the future. It will enable the College to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022/23	2023/24	2024/25	2025/26	2026/27	Under Review
Gross	500	500	0	0	0	0	0	0
Less Non-County Shares	200	150	50	0	0	0	0	0
Net	300	350	-50	0	0	0	0	0

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

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of Phase III of the Technology Upgrade Off Campus. This project will address the need to replace digital signage, media equipment, laptop, pc, printer, wireless and replacement/enhancement which are all on a five year replacement cycle.

Financing Plan for Current Request:

Non-County Shares:	\$ 50,000
Bonds/Notes:	50,000
Cash:	0
Total:	\$ 100,000

SEQR Classification:

TYPE II

Amount Requested:

50,000

Comments:

The amount appropriated for Phase III is \$100,000. This bonding requests is in the amount of \$50,000 and represents the County's 50% share of approved Capital Project WCC90 Technology Upgrade Off Campus. The state has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2017	100,000	TECHNOLOGY UPGRADE ON CAMPUS PH I
2018	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH II
2019	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH III
2020	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH IV
2021	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH V

Total Appropriation History:

500,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	98	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22
22	18	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22

Total Financing History:

100,000

Recommended By:

Department of Planning	Date
WBB4	10-26-2022
Department of Public Works	Date
RJB4	10-27-2022
Budget Department	Date
LMY1	11-01-2022
Requesting Department	Date
DAGX	11-01-2022



George Latimer
County Executive

December 1, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$600,000 to finance the following capital project:

WCC91 – Technology Upgrade On-Campus 2017/18-2021/22 ("WCC91").

The Bond Act, in the amount of \$600,000 would finance the County's approximately 50% share of the cost of Phase III WCC91, including Academic Technology Initiatives, Desktop Virtual Growth, Fiber Cable Enhancements and digital signage replacement laptops, pc, phone, printer, scanner, server, switch, tape drive, ups, wireless which are mostly on a 5-year replacement cycle at Westchester Community College (the "College").

The College has advised that the amount appropriated for Phase III of WCC91 is \$1,200,000. This bond request in the amount \$600,000, represents the County's 50% share; New York State has approved funding for the remaining 50%.

Following receipt by the College of State funds and bonding authorization from the County, the College anticipates that the work will be completed within approximately 24 months. It is anticipated that installation will be accomplished by in-house staff.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with prior phases of WCC91 as indicated in the annexed fact sheet.

The Planning Department has advised that based on its review, WCC91 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 Bond Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$600,000 to finance capital project WCC91 – Technology Upgrade On-Campus 2017/18-2021/22 (“WCC91”). The Bond Act, in the amount of \$600,000 was prepared by the law firm Hawkins, Delafield & Wood, and will finance the County’s approximately 50% share of the cost of Phase III WCC91, including Academic Technology Initiatives, Desktop Virtual Growth, Fiber Cable Enhancements and digital signage replacement laptops, PC, phone, printer, scanner, server, switch, tape drive, ups, wireless which are mostly on a 5-year replacement cycle at Westchester Community College (the “College”).

The College has advised that the amount appropriated for Phase III of WCC91 is \$1,200,000. This bond request in the amount \$600,000, represents the County’s 50% share; New York State has approved funding for the remaining 50%.

Following receipt by the College of State funds and bonding authorization from the County, the College anticipates that the work will be completed within approximately 24 months. It is anticipated that installation will be accomplished by in-house staff.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with prior phases of WCC91 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, WCC91 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 Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

c/mg 11-1-22

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WCC91

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 600,000 PPU 5 Anticipated Interest Rate 3.37%

Anticipated Annual Cost (Principal and Interest): \$ 131,050

Total Debt Service (Annual Cost x Term): \$ 655,250

Finance Department: Interest rates from November 16, 2022 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):

No Operating Impact

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☐ Consultant

☒ Not Applicable

Prepared by: Dawn Gillins

Title: Controller

Department: Westchester Community College

Date: 11/17/22

Reviewed By:


dv11/29/22

[Signature]
Budget Director

Date:

11/29/22

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

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

DATE: November 4, 2022

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC91 TECHNOLOGY UPGRADE ON-CAMPUS 2017/18-2021/22

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
10-26-2022 (Unique ID: 2011)

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)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Cirillo, Director of Physical Plant, Westchester Community College
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$600,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE III OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-ON CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$600,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$600,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$600,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance Phase III of the Westchester Community College technology upgrade-on campus program, including Academic Technology Initiatives, Desktop

Virtual Growth; Fiber Cable Enhancements and digital signage replacement laptops, pc, phone, printer, scanner, server, switch, tape drive, ups, wireless which are mostly on a 5 year replacement cycle, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$1,200,000. The plan of financing includes the issuance of \$600,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$600,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$600,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$600,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,200,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$600,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE III OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-ON CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$600,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$600,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose:

to finance Phase III of the Westchester Community College technology upgrade-on campus program, including Academic Technology Initiatives, Desktop Virtual Growth; Fiber Cable Enhancements and digital signage replacement laptops, pc, phone, printer, scanner, server, switch, tape drive, ups, wireless which are mostly on a 5 year replacement cycle, all as set forth in the County's Current Year Capital Budget, as amended.

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

\$600,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC91	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-16-2022
Fact Sheet Year:* 2022	Project Title:* TECHNOLOGY UPGRADE ON-CAMPUS 2017/18-2021/22	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2011

Overall Project Description

Westchester Community College provides educational instruction to approximately 22,000 students each year. Such services must be supported in one way or another by technology. This project provides funding for the equipment and installation of state of the art technology at the Valhalla Campus. The purpose is to give long term consideration to assuring the College can keep up with the rapid and on-going changes which occur with information and educational technologies. It will enable the college to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022/23	2023/24	2024/25	2025/26	2026/27	Under Review
Gross	6,236	6,236	0	0	0	0	0	0
Less Non-County Shares	2,418	1,818	600	0	0	0	0	0
Net	3,818	4,418	-600	0	0	0	0	0

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

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of Phase III of the Technology Upgrade - On Campus. The project costs for this phase totals \$1,200,000 which supports the comprehensive and long range plan for the preservation and enhancement of technology at the main campus in Valhalla. This phase will include Academic Technology Initiatives, Desktop Virtual Growth; Fiber Cable Enhancements and digital signage replacement. It also includes laptops, pc, phone, printer, scanner, server, switch, tape drive, ups, wireless which are mostly on a 5 year replacement cycle.

Financing Plan for Current Request:

Non-County Shares:	\$ 600,000
Bonds/Notes:	600,000
Cash:	0
Total:	\$ 1,200,000

SEQR Classification:

TYPE II

Amount Requested:

600,000

Comments:

The amount appropriated for Phase III is \$1,200,000. This bonding request in the amount of \$600,000 represents the County's 50% share of approved Capital Project WCC91 Technology Upgrade On Campus. The state has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2017	1,236,000	TECHNOLOGY UPGRADE ON CAMPUS PH I
2018	1,200,000	TECHNOLOGY UPGRADE OFF CAMPUS PH II
2019	1,200,000	TECHNOLOGY UPGRADE OFF CAMPUS PH III
2020	1,200,000	TECHNOLOGY UPGRADE OFF CAMPUS PH IV
2021	1,400,000	TECHNOLOGY UPGRADE OFF CAMPUS PH V

Total Appropriation History:

6,236,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	99	618,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22
22	19	600,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22

Total Financing History:

1,218,000

Recommended By:**Department of Planning**

WBB4

Date

10-26-2022

Department of Public Works

RJB4

Date

10-27-2022

Budget Department

LMY1

Date

11-01-2022

Requesting Department

DAGX

Date

11-01-2022



George Latimer
County Executive

December 2, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety Services ("Department"), to enter into an intermunicipal agreement ("IMA" or "Agreement") with the Katonah-Lewisboro School District (the "District"), pursuant to which the County will assign one (1) uniformed police officer to act as a School Resource Officer (the "SRO") at the schools and shared campus of the District as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request to (3) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the "School" or collectively, the "Schools"). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the "IMA Term").

I have been advised that the SRO's duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

I have been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars,

- payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

While this is the first school resource officer agreement that the District has requested, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe this proposed IMA is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

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

George Latimer
County Executive

GL/TR/mb
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (“SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

Your Committee has been advised that the SRO’s duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, supporting arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department’s policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee has been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars,

- payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
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 - (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
 - (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District will not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Your Committee is advised that while this is the first school resource officer agreement requested by the District, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

K:MB.10.2022

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Katonah-Lew ☒ 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 \$ 125,596

Total Current Year Revenue \$ 125,596

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

Identify Accounts: 38-2000-1010/9230. Assign one uniformed police officer to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

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

Current Year: \$0

Next Four Years: 2023 Expenses \$160,920 and Revenue \$160,920

2024 Expenses \$164,943 and Revenue \$164,943

2025 Expenses \$169,067 and Revenue \$169,067

2026 Expenses \$173,293 and Revenue \$173,293

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: October 20, 2022

Reviewed By: 

Budget Director

Date: 12/2/22

ACT NO. 2022 -

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request, at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School.

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Public Safety Services (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (the “SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

§2. The SRO’s duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for

at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SRO assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that the School is in session for the period commencing upon the opening of school in September (except for the first year of the IMA when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.

- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

§4. In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

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

§6. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made this day of , 2022, 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

KATONAH LEWISBORO SCHOOL DISTRICT having an office and place of business at 60 North Salem Road, Cross River, New York 10518 (hereinafter referred to as the "District")

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, to include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of one (1) uniformed County Police Officer to act as School Resource Officer (the "SRO") for certain District's schools; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services ("Department"), is willing to provide such services for the compensation and on the terms herein provided.

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

Section 1. The County shall assign one (1) regularly employed uniformed County Police Officer, to act as a SRO at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the "School" or collectively, the "Schools").

Generally, SROs serve a fundamental role with integrated and layered school safety plans, emergency management (prevention, preparedness, response and recovery), and specialized community policing. SROs are specially trained, school-based police officers. SROs successfully complete basic SRO, youth officer, and instructor development training. Officers are also provided with a variety of advanced training opportunities to hone their skills and abilities as SRO's including advanced SRO and Youth Officer training, active shooter response, active shooter / hostile event, rescue task force, stop the bleed, incident management, behavioral threat assessment, crisis intervention, procedural justice, implicit bias, autism awareness and adaptive training for

special needs students.

The functions of the SRO will be to work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SRO will include, but shall not be limited to:

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management, and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Under New York State law, the SRO **may not** serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SRO shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

Section 2. The SRO shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days the School is in session, with the following understanding:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties of this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent

for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.

- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

Section 3. The SRO shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September (except for the first year of the Term when services will commence on October 31, 2022) through the last day of school in June of any given school year (the "School Term"), in accordance with the District's annual school calendar. This Agreement shall be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the "Term") and services shall be provided only during any given School Term.

Section 4. In consideration for the services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2)

- equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Section 5. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner of the Department or his/her authorized designee ("Commissioner") and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, District shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by District or third parties under the direction or control of District; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, except for that which was contributed to, caused by or resulting from the sole negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event District does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then District shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(d) The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

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

To the District: Superintendent of Schools
Katonah-Lewisboro School
District
60 North Salem Road
Cross River, New York 10518

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 11. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers,

employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

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

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner of Public Safety

KATONAH-LEWISBORO SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2022-_____ at a meeting duly held on the _____ day of _____, 2022.

Approved:

Assistant County Attorney
The County of Westchester
Katonah-Lewisboro IMA.MB. 11.2022.docx

Date

DISTRICT'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(District)

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

_____ of the _____
(Title) (Name of District)

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

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

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

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

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

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ____ day of _____, 2022, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public

County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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

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



George Latimer
County Executive

December 6, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers, (the "City") for the distribution to the City of grant funds received from the Justice Assistance Grant ("JAG") for 2022. The IMA will be for a four-year term from October 1, 2021 through September 30, 2025.

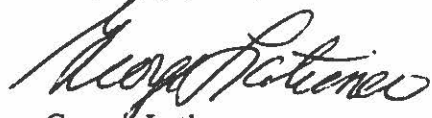
Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2022. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department's law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

The Planning Department has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Based upon the foregoing, I recommend the adoption of the annexed 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

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety (“Department”), to enter into an inter-municipal agreement (“IMA”) with the City Yonkers, (the “City”) for the distribution to the City of grant funds received from the Justice Assistance Grant (“JAG”) for 2022. The IMA will be for a four-year term from October 1, 2021 through September 30, 2025.

Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2022. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department’s law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

The Planning Department has advised that the IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Approval of the proposed IMA must be by an affirmative vote of not less than a majority of your Honorable Board. Based upon careful consideration of the foregoing, your Committee recommends the adoption of the aforementioned Act.

Date: _____, 20____
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Edward Byrne Memorial JAG GRANT

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue _____

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: G029-38-Y029 Source of Funds: BJA-COPS JAG GRANT

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: _____

Next Four Years: 2021-2025 Expenses \$96,021 and Revenue \$96,021

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: November 17, 2022

Reviewed By: [Signature]

Budget Director

Date: 12/2/22

ACT NO. _____-20____

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2022.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into a four-year inter-municipal agreement ("IMA") for the period from October 1, 2021 through September 30, 2025 with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant ("JAG") for 2022. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department of Public Safety's law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

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

§3. This Act shall take effect immediately.

THE STATE OF NEW YORK
KNOW ALL BY THESE PRESENT
COUNTY OF WESTCHESTER

GRANT AGREEMENT
BY and AMONG the CITY of YONKERS and the COUNTY of WESTCHESTER,
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
FY 2022 LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 20__ by and between:

COUNTY OF WESTCHESTER (the "County") a municipal corporation of the State of New York having offices at 148 Martine Avenue, 9th floor, White Plains, NY 10601;

CITY OF YONKERS ("Yonkers") a municipal corporation of the State of New York having offices at City Hall, 2nd floor, 40 South Broadway, Yonkers, NY 10701;

(Collectively, the "Parties").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, the Parties acknowledge that performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties to this agreement believe it to be in their best interests to allocate the JAG funds as set forth below; and

WHEREAS, it is anticipated that the amount to be made available through the JAG Program is \$96,021

NOW THEREFORE, the Parties to this agreement agree as follows:

Section 1.

The Parties agree that the County shall be their pass-through agent for the JAG Program 2022 Local Solicitation for the term of the grant, which commenced effective October 1, 2021 and continues through September 30, 2025.

Section 2.

The Parties agree that should the County be provided with the \$96,021 in JAG funding, then the County will disburse for various law enforcement programs, as follows:

The City of Yonkers shall receive an estimated amount of \$45,000 of JAG funds; and

The County will disburse the JAG funds in accordance with the Grant terms and following receipt of all appropriate documentation from Yonkers.

Section 3.

The County agrees, assuming receipt thereof, to use the anticipated remainder of \$51,021 in JAG funds for law enforcement programs until the program's expiration date.

Section 4.

Each party to this agreement agrees that if these funds are placed in interest bearing accounts that the interest earned on these funds will be used items eligible under the JAG program.

Section 5.

Yonkers agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Yonkers shall defend, indemnify, and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Yonkers or third parties under their direction or control. In addition, Yonkers agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this MOU and to bear all other costs and expenses related thereto.

Yonkers further agrees to give immediate written notice to the County as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated in connection herewith. The foregoing provisions will survive expiration, termination or other cancellation of this Agreement.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this Agreement. By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

Yonkers acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Yonkers agrees to, and will cause any subcontractors or other agents under their control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. Yonkers further agrees to supply such information and reports as the County may request. Yonkers will, upon request, provide access to the County to examine all relevant books, records, documents or electronic data of necessary to review compliance with the foregoing.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Yonkers hereby certifies that neither it, nor its subcontractor(s), are debarred, suspended, or otherwise excluded from or ineligible to receive said Grant funding.

Section 8.

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

Section 9.

All notices of any nature to be provided hereunder shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, to the parties at the addresses first set forth above or to such other addresses as the respective parties hereto may designate in writing. A copy of any notice shall additionally be sent to the County Attorney and each of the Corporation Counsels.

[No Further Text This Page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF YONKERS

By:

APPROVED AS TO FORM:

Corporation Counsel

COUNTY OF WESTCHESTER

By: County Executive George Latimer

APPROVED:

County Attorney

George Latimer
County Executive

December 6, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but be not limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA would be for a term commencing retroactively on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of Two Hundred Thousand (\$200,000) Dollars, comprised of an amount payable by the County not to exceed One Hundred Thousand (\$100,000.00) Dollars, payable pursuant to an approved budget, and Municipality matching funds in the amount of One Hundred Thousand (\$100,000.00) Dollars.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

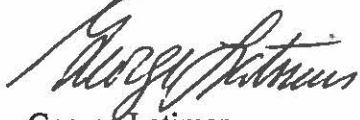
The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of your Honorable Board.

Based on the importance of this program, your favorable action on the proposed Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA would be for a term commencing retroactively on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of Two Hundred Thousand (\$200,000) Dollars, comprised of an amount payable by the County not to exceed One Hundred Thousand (\$100,000.00) Dollars, payable pursuant to an approved budget, and Municipality matching funds in the amount of One Hundred Thousand (\$100,000.00) Dollars.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau, by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of your Honorable Board.

Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Yonkers YB-6th Grade Leadership Academy

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 100000

Total Current Year Revenue \$ 0

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-11-0400-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 100,000

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end-of-the-year conference

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$ 0

Next Four years: n/a

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: [Signature]
Budget Director

12/5/22

If you need more space, please attach additional sheets.

ACT NO. ____-20_

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on July 1, 2022 and expiring on June 30, 2023, for a total amount of Two Hundred Thousand (\$200,000.00) Dollars.

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

SECTION 1. The County of Westchester ("County"), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of Two Hundred Thousand (\$200,000) Dollars, comprised of an amount payable by the County not to exceed One Hundred Thousand (\$100,000.00) Dollars, payable pursuant to an approved budget, and Municipality matching funds in the amount of One Hundred Thousand (\$100,000.00) Dollars.

§ 2. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§ 3. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 2022 by and between

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

and

CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 285 Nepperhan Avenue, Yonkers, New York 10701 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “6th Grade Leadership Academy” (the “Program”); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.; and

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

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence July 1, 2022 and terminate June 30, 2023, unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, including County funds and the Municipality contribution, shall not exceed Two Hundred Thousand (\$200,000) Dollars. The cost of the Work shall be paid as follows:

The Municipality shall contribute an amount not less than One Hundred Thousand (\$100,000) Dollars to the Work. The Municipality's contribution shall be made in the form set forth in the approved budget, attached hereto as Schedule "B" and made a part hereof ("Budget"). The County shall reimburse the Municipality an amount not to exceed One Hundred Thousand (\$100,000) Dollars, which the Municipality shall use to provide the Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," payable quarterly, upon receipt and approval by the Office of the Westchester County Attorney of any claims submitted during such period of time.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this

Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

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

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents").

The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"):

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

FIFTH: The Municipality shall procure and maintain insurance coverage as specified in Exhibit "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

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

and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B."

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

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

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right

to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

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

to the Municipality: City of Yonkers
 285 Nepperhan Avenue,
 Yonkers, New York 10701

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

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

TWELFTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

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

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

FIFTEENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or

intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

THE CITY OF YONKERS

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. xxxx.

Approved:

Assistant County Attorney
The County of Westchester

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

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

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

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

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

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

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

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

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

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

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

(Signature)

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

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

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

Notary Public County

SCHEDULE A

SCHEDULE "A"**PROGRAM TITLE: 6th Grade Leadership Academy****PROJECTED TOTAL PROGRAM ENROLLMENT: 80**

Middle school is the period in a student's life that takes place after elementary school and before high school. Many of our Yonkers Schools end at 6th grade and our students are transferred to a new school to complete 7th and 8th grade, before entering high school. The Yonkers Youth Bureau recognizes that students in sixth grade are transitioning into adolescence, and as such have different physical, emotional, and cognitive needs.

The Yonkers Youth Bureau will host an 8 week after-school program to help 6th graders transition into middle school. We will teach them how to develop their authentic self and leadership skills to ready them to enter new middle school.

The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics and mental health. Lessons will be taught by (trained) on-site staff and special guest instructors, in various interactive and engaging ways to prevent boredom.

End of program / end of year: 6th Grade Leadership Academy Conference / Field Trip to allow all the participants to meet each other and test out new skills learned. This conference will take place outside of Yonkers. Transportation, lunch, and snacks will be included.

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
School	School 9 (53 Fairview St., Yonkers)				
School	School 22 (1480 Nepperhan Ave., Yonkers)				
Center	Nodine Hill Community Ctr. (140 Fillmore Ave., Yonkers)				

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)				MALE	30	FEMALE	50
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	10	BLACK OR AFRICAN AMERICAN	35	HISPANIC OR LATINO	20	
	AMERICAN INDIAN OR ALASKAN NATIVE				ASIAN	5	
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER				TWO OR MORE RACES	10	

AGES	0-4	5-9	10-14 (80)	15-17	18-20	21+
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IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No ☐ Yes ☐ *At risk youth
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

This program will take place at a City owned facility and will adhere to NYS DOH, City of Yonkers, and COVID19 safety requirements. Trained staff will ensure a psychologically safe environment and monitor daily peer-to-peer interactions. Parents will be required to sign permission slips and share any important medical information. Youth participants and parents will be asked to sign code of conduct form that outlines the program rules and expected behavior, during the program.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Trained Youth Bureau staff / supervisors will ensure appropriate boundaries and expectations for all participants. Youth participants and parents will be required to sign a code of conduct form that outlines the program rules and expectations.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Youth Bureau will be onsite to be caring and responsible role models. We will speak with each participant 1:1 and their parent to get to know them better. This will help foster a healthy and supportive relationship, during and after the program.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

This program will be open to current Yonkers Youth who are in 6th grade. Program sites will be: onsite at schools, community centers and possibly libraries. The various sites will allow us to reach more youth.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Youth participants will be required to sign code of a code of conduct form that outlines the program rules and expectations. We remind the participants the rules and expectations throughout the program.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

This leadership program will provide positive youth based practices that will focus on building leadership skills. During 1:1 meetings with each participant we will learn more about them helping us to build relationships. We will discuss program goals, their personal goals with respects to development, leadership, and community. The program will also have an end of program day conference outside of Yonkers.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

This program will provide numerous opportunities for skill building and leadership development. Activities include, but not limited to: team building & leadership exercises, role-playing scenarios, mental health, physical endurance and family/care taker involvement.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

There is a Parent/Caregiver session which allows an opportunity for the Youth's Caregiver to participate; providing peer support and open conversations. The family participation is key to the success of this program and ensuring skills are retained.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

We will have various monitoring methods in place:

- 1:1 conversations to learn about personalities and leadership skills
- Leadership programs within that will focus on results
- Ongoing trainer team meetings will ensure program goals are met at each session

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

We will have various evaluations methods in place:

- Parent and student evaluation questionnaires
- Youth participant end of program meetings
- Daily trainer meetings will ensure program goals are being met (end of night)

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY: **Yonkers Youth Bureau**
PROGRAM TITLE: **6th Grade Leadership Academy**

LIFE AREA: (ENTER CODE AND DESCRIPTION)	3ED	Education
GOAL CODE: (ENTER CODE AND DESCRIPTION)	31	Children will leave school prepared to live, learn and work in a Community as contributing members of society.
OBJECTIVE: (ENTER CODE AND DESCRIPTION)	312	Students will stay in school until successful completion.
SOS: (ENTER CODE AND DESCRIPTION)	312	Dropout Prevention Services: A program or service designed to support the retention of all students, and the prevention of dropouts from the most at-risk youth. These may include but are not limited to learning disabilities, bilingual education, alternative education, and other programs or services geared toward retention.
Performance Measures: (ENTER CODE AND DESCRIPTION)		
How Much:	0311A.1	80 of youth participating (unduplicated)
How Well:	0312B.1	85% of staff with positive youth development training and/or with a Higher education
Better Off:	0312C.1	75 / 95% of youth remaining in school

DRAFT

SCHEDULE "B"

For the Period of Operation: July 1, 2022 - June 30, 2023	Contract #: "To Be Assigned"
Agency/Municipality Name: Yonkers Youth Bureau	Program Title: 6th grade Middle School Leadership Academy

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Youth Bureau Program Director	50 00	H	5,000	
Program Manager	35 00	H	35,000	
Program Manager / Lead Instructor	60 00	H	20,000	
Program Assistants (2)	25 00	H	30,000	
Instructors (8)	40 00	H	60,000	
TOTAL SALARIES AND WAGES			150,000	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 150,000	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	
Pamela Bond - Authenticity Coach	\$1,000	s	5,000	
Stipends/Participant	\$150	S	12,000	
Special Guest Speakers	\$1,000	S	3,000	
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 20,000	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)	\$ 30,000	
TOTAL PROGRAM AMOUNT		\$ 200,000
TOTAL WCYB FUNDS REQUESTED		\$ 200,000

PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME: Yonkers Youth Bureau		
PROGRAM TITLE: - 6th Grade Leadership Academy		
MAINTENANCE AND OPERATION		
(All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	Program Supplies (books, handouts, etc.) apparel	\$ 7,500.00
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases		
Space Rentals (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to request reimbursement)	End of Season Conference - Venue Rental (w/ Food)	\$ 3,000.00
Travel - (Include *Mileage Rate - *current 2014 rate is: @ \$0.56 per mile; and is subject to change)	Conference Buses Student Transportation, Mileage	\$ 3,000.00
Insurance		
Utilities and Telephones		
Other Costs	Program Food & Beverage	\$ 16,500.00
3. TOTAL MAINTENANCE AND OPERATION		\$ 30,000.00
Add additional information below; attach additional sheet if necessary		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION - 2022

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

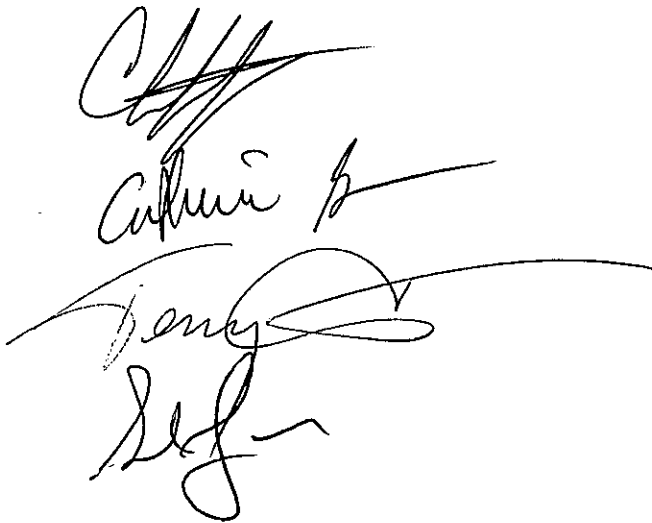
WHEREAS, the Westchester County Republican Committee having on the 13th day of October, 2022, recommended the reappointment of Douglas A. Colety, of White Plains, New York, as the Commissioner of Elections for a term to begin on January 1, 2023 and expire on December 31, 2026, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, in accordance with New York State Election Law §3-204 and the Laws of Westchester County §164.51, Christine A. Sculti, the First Vice Chair of the Westchester County Republican Committee, filed a certificate of Republican Party recommendation with the clerk of the County Board of Legislators on October 13, 2022; and

WHEREAS, the Committee on Appointments, having on the 9th day of December, 2022, approved the reappointment of Douglas A. Colety, of White Plains, New York as the Commissioner of Elections for a term to begin on January 1, 2023 and to expire on December 31, 2026; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: December 9, 2022
White Plains, New York

Four handwritten signatures are stacked vertically. The top signature is a stylized 'C' with a horizontal line. The second signature appears to be 'Christine A. Sculti'. The third signature is a long, flowing line. The bottom signature is a stylized 'S' with a horizontal line.

COMMITTEE ON APPOINTMENTS

Dated: December 9 2022

White Plains, New York

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

Committee(s) on:

APPOINTMENTS COMMITTEE

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

2022-605

RESOLUTION NO. ____ - 2022

WHEREAS, the County Board of Legislators is vested with all powers and duties of the County set forth in the Laws of Westchester County; and

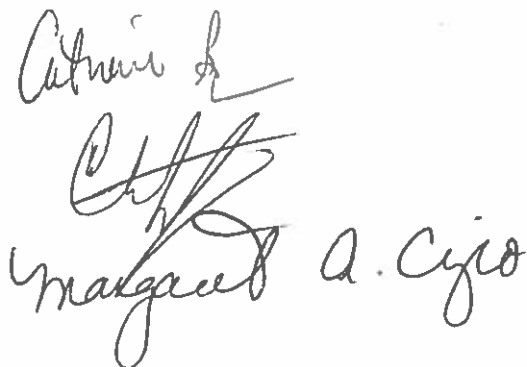
WHEREAS, the County Board of Legislators is empowered under Laws of Westchester County Section 209.101(10) and New York State County Law Section 214 to designate newspapers for official publications of the County Board of Legislators and the County in general;

NOW, THEREFORE BE IT

RESOLVED, that effective immediately, the following newspapers which are published within Westchester County shall be the official newspapers for the publication of all local laws, notices and other matters required by law to be published the year beginning January 1, 2023 to December 31, 2023:

- 1) The Journal News
- 2) Westchester Hispano

Dated : December 9, 2022
White Plains, New York


Catherine A. Cijio

Committee on Rules

Dated: December 9, 2022
White Plains, New York

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

Rules

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

2022-606

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee requests the adoption of "AN ACT for the purpose of establishing a standard work day for each elective or appointive office or position."

To help ensure that elected and appointed officials receive appropriate service credit from the New York State Retirement System, legislation establishing the standard work day for all elected and appointed officials who serve a term of office must be adopted.

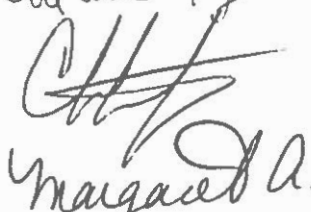
Once adopted, the Clerk of the County Board of Legislators must ensure that this Act is posted for at least thirty (30) days on the County's website, and thereafter, to transmit a certified copy of this Act and affidavit of posting to be filed with the Office of the State Comptroller within fifteen (15) days after the thirty (30) day public posting period ends. Certified copies of the Act must also be transmitted to the Westchester County Commissioners of Human Resources and Finance, respectively.

Because the proposed Act will not change the "use, appearance or condition of any natural resource structure" or otherwise affect the environment with respect to the State environmental quality review Act, this would not constitute an action as defined in §617.2(b) of 6 N.Y.C.R.R. Part 617. As such, your Committee believes that no further environmental review is required.

In accordance with the provisions of the Laws of Westchester County §1017.6(2), a vote of not less than a majority of the voting strength of the County Board of Legislators is required to pass this Act.

In light of the aforementioned, this Committee, after careful consideration, recommends adoption of this Act.

Dated: December 9, 2022
White Plains, New York

Adopted by

Margaret A. Cypriano

COMMITTEE ON RULES

Dated: December 9, 2022
White Plains, New York

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

Rules

A handwritten signature in black ink, appearing to read "Nancy E. Barr". The signature is written in a cursive style with a long horizontal flourish extending to the right.

ACT NO. 2022-

AN ACT for the purposes of establishing a standard work day for each elective or appointive office or position.

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

Section 1. Act No. 201 - 2021 is hereby repealed.

Section 2. The County of Westchester hereby establishes the following as standard work days for the following elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of the County Board:

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/MONTH (BASED ON RECORD OF ACTIVITIES)	TIER I (Check only if member is in Tier 1)
ELECTED OFFICIALS¹								
County Executive	George Latimer	xxxxxxxx	xxxx	7	1/1/2022 – 12/31/2025	N	31.1	
County Legislator	Colin Smith	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	13.5	
County Legislator	Erika Pierce	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	25.75	
County Legislator	Margaret Cunzio	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	28.33	
County Legislator	Vedat Gashi	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	18.2	
County Legislator	Benjamin Boykin	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	28.80	
County Legislator	Nancy Barr	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	20	
County Legislator	Jewel Williams-Johnson	xxxxxxxx	xxxx	6	1/1/2022- 12/31/2023	N	13.25	

¹To be amended pending submissions from Legislative Districts 7 and 13.

County Legislator	Catherine Borgia	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	22.62	
County Legislator	Damon Maher	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	16.80	
County Legislator	Terry Clements	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	9.8	
County Legislator	MaryJane Shimsky	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	20.5	
County Legislator	David Tubiolo	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	20.83	
County Legislator	James Nolan	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	9.6	
County Legislator	Christopher Johnson	xxxxxxxx	xxxx	6	1/1/2022-12/31/2023	N	20.1	
County Legislator	Jose Alvarado	xxxxxxxx	xxxx	6	1/1/2022 – 12/31/2023	N	20.0	
County Clerk	Timothy C. Idoni	xxxxxxxx	xxxx	7	1/1/2022 – 12/31/2025	N	23.14	
District Attorney	Miriam E. Rocah	xxxxxxxx	xxxx	7	1/1/2021-12/31/24	N	20	

Section 3. After the final adoption of this Act, the Clerk of the County Board of Legislators shall ensure that this Act is posted for at least thirty (30) days and shall execute an affidavit to that effect to be submitted to the New York State Retirement System.

Section 4. After such posting, the County Board of Legislators hereby authorizes the Commissioner of Human Resources or other appropriate County official to amend the chart above solely for the limited purpose of providing the correct New York State Retirement Registration Number and the last four digits of the Social Security Numbers for all of the elected and appointed officials specifically listed in the chart above to the New York State Retirement System.

Section 5. This Act shall take effect immediately.

RESOLUTION -2022

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

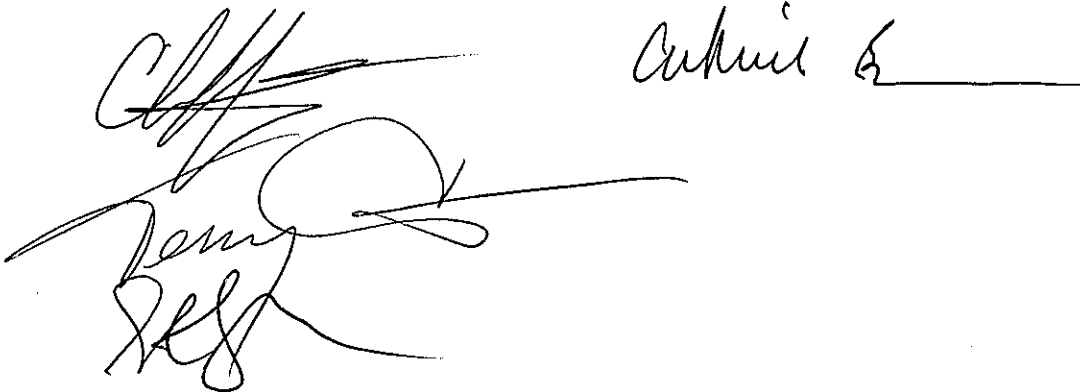
WHEREAS, Resolution 205-1980, passed by this Honorable Board on November 24, 1980, established the guidelines under which the Westchester County Board of Legislators Award for Distinguished Service may be presented, and

WHEREAS, this award therefore became the highest form of recognition by the Westchester County Board of Legislators for those individuals who have significantly benefited the general welfare and common good of the County of Westchester, and

WHEREAS, MaryJane Shimsky, through her career in public service, has shown herself as worthy of being thusly honored by the Westchester County Board of Legislators, NOW THEREFORE BE IT

RESOLVED, that the members of the Westchester County Board of Legislators, on behalf of the residents of the County, take great pride in bestowing the Westchester County Board of Legislators Award for Distinguished Service on the Honorable MaryJane Shimsky.

Dated: December 9, 2022
White Plains, New York

The block contains two handwritten signatures. The signature on the left is written in dark ink and appears to be 'Cliff' followed by a large, stylized flourish. The signature on the right is also in dark ink and appears to be 'Arthur G.' followed by a horizontal line.

COMMITTEE ON APPOINTMENTS

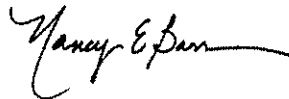
Dated: December 9 2022

White Plains, New York

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

Committee(s) on:

APPOINTMENTS COMMITTEE

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