

Board of Legislators Meeting Agenda



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

Monday, August 1, 2022

10:00 AM

Legislative Chambers

Regular Meeting

CALENDAR 16 (CONSENT)

CALL TO ORDER

MINUTES APPROVAL

July 11, 2022 at 7pm

PUBLIC COMMENT

Speakers_____

PUBLIC HEARING

1. [2022-308](#) **PH-Increasing Number of Successive Terms-Women's Adv. Bd.**

A Public Hearing on "A LOCAL LAW amending Section 177.41 of the Laws of Westchester County increasing the number of successive terms that can be served on the Women's Advisory Board." [Public Hearing set for August 1, 2022 at 10:30 a.m.] LOCAL LAW INTRO: 2022-309.

Submitted by: COMMITTEES ON LEGISLATION AND APPOINTMENTS

Speakers_____

*Please see Standing Committee Item No. 2022- 309 for back-up.

2. [2022-355](#) **PH-Amend Lease Agreement-Brook Shopping Centers, LLC**

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed NINE HUNDRED THOUSAND (\$900,000) DOLLARS for work required by WCC to be able to operate as a 21st century facility." [Public Hearing set for August 1, 2022 at 10:30 a.m.] LOCAL LAW INTRO: 2022-356

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

Speakers_____

*Please see Standing Committee Item No. 2022- 356 for back-up.

3. [2022-376](#) PH - WCC 2022-2023 Budget

A Public Hearing on an ACT adopting the Westchester Community College Budget for 2022-2023 and making appropriations for the operation of Westchester Community College. [Public Hearing set for August 1, 2022 at 10:30 a.m.]

Submitted by: COMMITTEE ON BUDGET & APPROPRIATIONS

Speakers _____

*Please see Standing Committee Item No. 2022- 418 for back-up.

UNFINISHED BUSINESS

1. [2022-320](#) BOND ACT-RP028-Playland Structural Restoration

A BOND ACT authorizing the issuance of TWENTY-NINE MILLION (\$29,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RP028 - Playland Structural Restoration.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS, PARKS & RECREATION AND PUBLIC WORKS & TRANSPORTATION

*Please note: This item was held over from the July 11, 2022 Regular Meeting Agenda and appears here as an item of Unfinished Business for ACTION.

BOND ACT _____ - 2022 VOTE _____

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. [2022-388](#) APPT-Local Development Corporation-McHale

A RESOLUTION appointing Judith McHale as a member of the Westchester County Local Development Corporation for the term beginning June 16, 2022 to serve at the pleasure of the County Executive.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

2. [2022-389](#) APPT-African American Advisory Board-Osinloye

A RESOLUTION appointing Shane A. Osinloye as a member of the Westchester County African American Advisory Board for the term March 7, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

3. [2022-390](#) APPT-Refuse Disp Dist No 1 Adv Bd-Simmons

A RESOLUTION appointing Brian E. Simmons, P.E., as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board for the term May 13, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

4. [2022-391](#) **REAPPT-Electrical Licensing Board-Lippolis**

A RESOLUTION reappointing Carmine L. Lippolis as a member of the Westchester County Electrical Licensing Board for the term May 19, 2022 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

5. [2022-392](#) **REAPPT-Electrical Licensing Board-Borducci**

A RESOLUTION reappointing Peter Borducci as a member of the Westchester County Electrical Licensing Board for the term May 19, 2022 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

6. [2022-393](#) **REAPPT-Council for Seniors-Uzzo**

A RESOLUTION reappointing Dr. Rosemary J. Uzzo as the District 17 representative member of the Westchester County Council for Seniors for the term June 7, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

7. [2022-394](#) **REAPPT-Council for Seniors-Clifford**

A RESOLUTION reappointing Teresa Clifford as the District 4 representative member of the Westchester County Council for Seniors for the term May 16, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

8. [2022-395](#) **REAPPT-Planning Board-Arndt**

A RESOLUTION reappointing James Arndt as a member of the Westchester County Planning Board for the term February 24, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

9. [2022-396](#) **REAPPT-Airport Advisory Board-Levy**

A RESOLUTION reappointing Tracy Schulz Levy as a member of the Westchester County Airport Advisory Board for the term May 3, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

10. [2022-403](#) **IMA-Summer Youth Employment & Training Svcs.-Municipalities**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center, pursuant to which the municipalities will provide summer youth employment and training services to eligible Westchester youth.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH

11. [2022-409](#) APPT-Hispanic Advisory Board-Alonso-Jusufaj

A RESOLUTION appointing Mariana Alonso-Jusufaj as a member of the Westchester County Hispanic Advisory Board for the term May 12, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

12. [2022-410](#) APPT-Youth Board-Hall

A RESOLUTION appointing Captain Norman Hall as a member of the Westchester County Youth Board for the term June 27, 2022 to December 31, 2024.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

13. [2022-411](#) REAPPT-Hispanic Advisory Board-McPherson

A RESOLUTION reappointing Julieta Parra McPherson as a member of the Westchester County Hispanic Advisory Board for the term May 2, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

14. [2022-412](#) REAPPT-Hispanic Advisory Board-Morel

A RESOLUTION reappointing Wilfredo Morel as a member of the Westchester County Hispanic Advisory Board for the term February 24, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

15. [2022-413](#) REAPPT-Council for Seniors-Doty

A RESOLUTION reappointing Edward Doty as the District 11 representative member of the Westchester County Council for Seniors for the term June 27, 2022 to December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

16. [2022-414](#) CBA-B0117-Infrast. Rehab., 450 Saw Mill River Rd., Ardsley

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project B0117 - Infrastructure Rehab. 450 Saw Mill River Rd., Ardsley.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

17. [2022-415](#) BOND ACT(Amended)-BCR5E, BCR57, BCR60, B0114, B0117, T0068

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000) DOLLARS to provide additional construction funding for the design, construction and construction management of ventilation improvements at the County-owned building located at 450 Saw Mill River Road in Ardsley - Capital Project B0117 - Infrastructure Rehab. 450 Saw Mill River Rd., Ardsley.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND PUBLIC WORKS & TRANSPORTATION

18. [2022-416](#) BOND ACT-BLR13-Labs & Research Infrast. Improvements '22-'26

A BOND ACT authorizing the issuance of up to ONE MILLION (\$1,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BLR13 - Labs & Research Infrastructure Improvements 2022-2026.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS, HEALTH AND PUBLIC WORKS & TRANSPORTATION

19. [2022-417](#) ACT-Amend IMA-Hawthorne Fire District

AN ACT amending Act. No. 2021-30, which authorized the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed TWENTY-SIX THOUSAND (\$26,000) DOLLARS in order to increase the not to exceed aggregate amount by FORTY-THREE THOUSAND, SIX HUNDRED TWENTY-FOUR (\$43,624) DOLLARS to compensate the District for the purchase of additional fire suppression equipment.

Submitted by: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND PUBLIC WORKS & TRANSPORTATION

SI. 20.[2022-424](#) BOND ACT(Amended)-BIT32-1961-Radio System Replacement

An Amended Bond Act authorizing the issuance of additional bonds in the amount of EIGHT MILLION FIVE HUNDRED THOUSAND (\$8,500,000) DOLLARS to finance a component of Capital Project BIT32- Radio System replacement, as well as to expand the scope of services under BIT32.

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

B. COUNTY ATTORNEY

1. [2022-402](#) ACT - Retainer Amendment with Sheppard Mullin

AN ACT authorizing the County of Westchester to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with the civil matter Yonkers Contracting Company, Inc. v. County of Westchester, et al, by increasing the not-to-exceed amount authorized thereunder by ONE HUNDRED THOUSAND (\$100,000) DOLLARS and by extending the term thereof through December 31, 2023.

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

2. [2022-406](#) ACT - Lawsuit Settlement of Klass v. Hogue, Town/Village of Harrison and County of Westchester

AN ACT authorizing the County Attorney to settle the lawsuit of Doreen D. Klass v. Gayle E. Hogue, Town/Village of Harrison and County of Westchester in an amount not to exceed EIGHTY-FIVE THOUSAND (\$85,000) DOLLARS, inclusive of counsel fees.

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

SI. 3. 2022-423 ACT-Retainer Agreement with Sheppard Mullin for Sherwani Contracting v. County of Westchester

AN ACT authorizing the County of Westchester to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with the civil matter Sherwani Contracting Inc. v. County of Westchester.

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

C. LEGISLATORS

1. 2022-419 HON. CATHERINE BORGIA - REAPPT - Commissioner of Elections-Nelson

A RESOLUTION recommending the reappointment of Tajian M. Nelson as the Commissioner of Elections for a term to begin on January 1, 2023 and expire on December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

2. 2022-420 HON. CATHERINE BORGIA: REAPPT - Westchester County Board of Health - Aspros

Forwarding her recommendation for the reappointment of Douglas Aspros to the Westchester County Board of Health for a term to commence on January 1, 2021 and to expire on December 31, 2024.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

3. 2022-421 HON. CATHERINE BORGIA - REAPPT - WCC Board of Trustees - Smith

Forwarding her recommendation for the reappointment of Dr. Gregory Robeson Smith to the Westchester County Board of Trustees for a term to commence on January 1, 2022 and to expire on December 31, 2028.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

4. 2022-422 HON. CATHERINE BORGIA: REAPPT-Westchester County Storm Water Advisory Board - Palmer

Forwarding her recommendation for the reappointment of James Palmer to the Westchester County Storm Water Advisory Board for a term to commence on January 1, 2022 and to expire on December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

D. OTHERS**II. NOTICES & PETITIONS****III. STANDING COMMITTEES****1. [2022-272](#) APPT-LGBTQ Advisory Board-Watts**

A RESOLUTION appointing Jade Gabrielle-Amanda Watts as a member of the Westchester County LGBTQ Advisory Board for the term May 6, 2022 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

2. [2022-309](#) LOCAL LAW-Increasing Number of Successive Terms-Women's Adv. Bd.

A LOCAL LAW amending Section 177.41 of the Laws of Westchester County increasing the number of successive terms that can be served on the Women's Advisory Board.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND APPOINTMENTS

Local Law Intro No. 309 - 2022

VOTE _____

3. [2022-321](#) APPT-Probation Advisory Board-Conte

A RESOLUTION appointing Louis Conte as a member of the Westchester County Probation Advisory Board for the term May 12, 2022 to December 31, 2024.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

4. [2022-338](#) BOND ACT(Amended)-BPL40 (1941)-Stormwater Mngmt-Various Co. Fac. II

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS to finance a component of Capital Project BPL40 - Stormwater Management - Various County Facilities II.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY AND CLIMATE

BOND ACT _____ - 2022

VOTE _____

5. [2022-339](#) BOND ACT-BPL26 (1857)-Flood Mitigation

A BOND ACT authorizing the County of Westchester to issue up to TWO MILLION, TWO HUNDRED THOUSAND (\$2,200,000) DOLLARS in bonds of Westchester County to finance

a component of Capital Project BPL26 - Flood Mitigation, Town of Mamaroneck.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY AND CLIMATE

BOND ACT _____ - 2022

VOTE _____

6. [2022-340](#) IMA-Flood Mitigation-BPL26 (1857)-Town of Mamaroneck

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mamaroneck in connection with a flood mitigation project - Capital Project BPL26 - Town of Mamaroneck.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY AND CLIMATE

ACT _____ - 2022

VOTE _____

7. [2022-341](#) APPT-Deferred Compensation Board-Infelice

A RESOLUTION appointing John Infelice as a CSEA Union member of the Westchester County Deferred Compensation Board for the term May 12, 2022 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

8. [2022-343](#) APPT-Solid Waste Commission-Fields-Tawil

A RESOLUTION appointing Jennifer Fields-Tawil as the "individual qualified by experience to serve as a representative of the officials of the local municipalities" member of the Westchester County Solid Waste Commission for the term May 26, 2022 to serve at the pleasure of the County Executive.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

9. [2022-344](#) APPT-Refuse Disp Dist No 1 Adv Bd-Bush

A RESOLUTION appointing Damani Bush as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board for the term May 4, 2022 to December 31, 2023.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

10. [2022-345](#) APPT-Fire Advisory Board-Duffelmeyer

A RESOLUTION appointing Christopher Duffelmeyer as an at-large member of the Westchester County Fire Advisory Board for the term May 12, 2022 to December 31, 2024.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

11. [2022-346](#) REAPPT-Community Services Board-Marquesano

A RESOLUTION reappointing Stephanie Marquesano as a voluntary sector member of the Westchester County Community Services Board for the term March 21, 2022 to December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

12. [2022-347](#) REAPPT-African American Advisory Board-Abdalla

A RESOLUTION reappointing Rabab Abdalla as a member of the Westchester County African American Advisory Board for the term February 14, 2022 to December 31, 2023.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

13. [2022-348](#) REAPPT-Council for Seniors-Hunter

A RESOLUTION reappointing Lola Hunter as the District 8 representative member of the Westchester County Council for Seniors for the term May 23, 2022 to December 31, 2023.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

14. [2022-349](#) REAPPT-Council for Seniors-Gallelli

A RESOLUTION reappointing Ann Gallelli as the District 9 representative member of the Westchester County Council for Seniors for the term May 16, 2022 to December 31, 2023.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

15. [2022-350](#) ACT-WCHCC-Referral of Syphilis Patients

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026 whereby the County will refer suspected late stage syphilis patients for diagnosis by lumbar puncture.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND HEALTH

ACT _____ - 2022 VOTE _____

16. [2022-356](#) LOCAL LAW-Amend Lease Agreement-Brooks Shopping Centers, LLC

A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center,

Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed NINE HUNDRED THOUSAND (\$900,000) DOLLARS for work required by WCC to be able to operate as a 21st century facility.

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

Local Law Intro No. 356 - 2022

VOTE _____

17. [2022-363](#) **BOND ACT-BPL26-1953-Flood Mitigation**

A BOND ACT authorizing the issuance of TWO HUNDRED TWENTY THOUSAND (\$220,000) DOLLARS in bonds of Westchester County to finance a component of Capital Project BPL26 - Flood Mitigation.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

BOND ACT _____ - 2022

VOTE _____

18. [2022-364](#) **IMA-BPL26-1953-Flood Mitigation-Briarcliff Manor**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Briarcliff Manor in connection with a flood mitigation project (Capital Project BPL26, Unique ID#1953).

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

ACT _____ - 2022

VOTE _____

19. [2022-379](#) **ACT-Waiving Sales Tax on Home Energy**

AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2022

VOTE _____

20. [2022-380](#) **APPT-Assigned Counsel Administrator-Pulver**

A RESOLUTION appointing Sheralyn Pulver as the Assigned Counsel Administrator of the Independent Office of Assigned Counsel for a term effective August 8, 2022 and to expire on August 7, 2026.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022

VOTE _____

21. [2022-397](#) **PH - Westchester County Agricultural District 1 - Add Parcels**

A RESOLUTION to set a Public Hearing on the proposed inclusion of additional parcels of land within Westchester County Agricultural District No. 1 and the recommendations of the Westchester County Agricultural and Farmland Protection Board. [Public Hearing set for _____, 2022 at _____ .m.].

SUBMITTED BY: COMMITTEE ON ENVIRONMENT, ENERGY & CLIMATE

RESOLUTION _____ - 2022 VOTE _____

22. [2022-404](#) ACT-Pay Plan Amendment-DES Training

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2022 VOTE _____

23. [2022-407](#) ACT - City of Yonkers National Night Out

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of Yonkers ("City"), acting by and through its Police Department, pursuant to which the City will provide its National Night Out program within the period from January 1, 2022 through December 31, 2022 for a total amount not to exceed FOUR THOUSAND (\$4,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2022 VOTE _____

SI. 24.[2022-316](#) PH-Airport Parking Garage Lease Termination

A RESOLUTION to hold a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into an agreement with the County of Westchester Industrial Development Agency and Westchester Airport Associates L.P. ("WAA") to terminate, effective retroactively to December 31, 2021, a lease agreement dated October 19, 1993, for property located at the Westchester County Airport in connection with WAA's construction and operation of a parking garage thereon". [Public Hearing set for _____, 2022 at _____ .m.]. LOCAL LAW INTRO: 2022-317.

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

RESOLUTION _____ - 2022 VOTE _____

SI. 25.[2022-351](#) ACT-WCHCC-Referral of Dept. of Health Patients

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and

terminating December 31, 2026 whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND HEALTH

ACT _____ - 2022

VOTE _____

SI. 26.2022-418 ACT - WCC 2022/23 Budget

AN ACT adopting the Westchester County Community College Operating and Capital Budget and making appropriations for the operation of the Westchester County Community College for the 2022/23 school year.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

**Please note: This item was placed directly into committee for immediate consideration.*

ACT _____ - 2022

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2022-405 Memorial Resolutions 12-2022

HON. MARGARET A. CUNZIO: Jason Robert Brand, Oliver Doyle, Anthony Marcuccilli, Kathryn Rutherford, Anna "Nina" Pavone, Antonio Denardis, Joan A. Giovannetti

HON. CHRISTOPHER JOHNSON: Bernard Toone

HON. MARYJANE SHIMSKY: Walter Paul Haubold, Ronald Allan Hollander, Thomas Joseph McDonald, Martin G. Synan

HON. DAVID J. TUBIOLO: Teresa (McNamee) Sheahan, Philip Furnari

ADJOURNMENT

Next Meeting: September 12, 2022 at 7pm

RESOLUTION NO. 136 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 309- 2022, entitled "A LOCAL LAW amending Section 177.41 of the Laws of Westchester County increasing the number of successive terms that can be served on the Women's Advisory Board." The public hearing will be held at ^{10:30} A.m. on the 1st day of August, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

2022.05.24 JRA

RESOLUTION NO. - 137 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 356-2022 entitled "A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC (the "Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21st century facility". The public hearing will be held at ^{10:30} a.m. on the 1st day of August, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: July 13, 2022
White Plains, New York

RESOLUTION 138-2022

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

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2022-2023 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT**

RESOLVED, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Monday, August 1, 2022 at 10:30 am in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8th Floor in White Plains, NY, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), and *WESTCHESTER HISPANO* (All Westchester Editions), are hereby designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: July 11th, 2022
White Plains, New York

Nancy Barr
David J. Tubito
W. M. Z.
St. J.
Henry Z. ...
Allen Parker
Colin O. ...

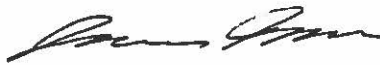
COMMITTEE ON BUDGET & APPROPRIATIONS

Dated: July 11, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations



RESOLUTION 138 -2022

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

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2022-2023 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT**

RESOLVED, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Monday, August 1, 2022 at 10:30 am in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8th Floor in White Plains, NY, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), and *WESTCHESTER HISPANO* (All Westchester Editions), are hereby designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: July 11th, 2022
White Plains, New York

Nancy Barr
Dennis J. Tubito
W. M. L. G.
J. J. G.
Thomas J. Z. S. S. S. S.
Colin O. B. A. A.

COMMITTEE ON BUDGET & APPROPRIATIONS

Dated: July 11, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

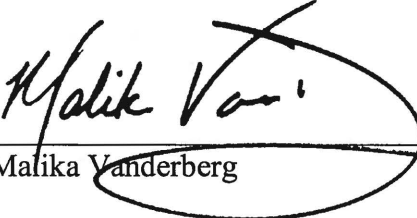
Budget & Appropriations



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

I HEREBY CERTIFY that I have compared the foregoing Resolutions, Resolution No's. 138, 139, 140 - 2022, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of said original Resolutions, which was duly adopted by the Westchester County Board of Legislators, of said County on July 11, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators on this 12th day of July, 2022.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York



**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 \$29,000,000 to finance capital project RP028 – Playland Structural Restoration (“RP028”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance the cost of construction of improvements to game rooms, arcade buildings and food shops at the County’s Playland Park (“Park”), including construction management.

The Department of Parks, Recreation and Conservation (“Department”) has advised that RP028 will maintain a safe and attractive experience for Park patrons. In addition, RP028 is required pursuant to the agreement between the County and Standard Amusements LLC, which obligates the County to undertake certain capital improvements at the Park.

Design is currently being completed by consultants and is expected to be completed by the third quarter of 2022. It is estimated that construction will take twenty-four months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with separate components of RP028 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RP028 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: July 11, 2022
White Plains, New York

Carl Mc
Self
Calvin Park
Colin O'Shea
Nancy Egan
Drew
Jewell Gilliam Volpe

W.H. Mc
Calvin Park
Nancy Egan
Drew

Calvin Park
Colin O'Shea
Nancy Egan
Drew

Budget & Appropriations Parks & Recreation

Public Works
& Transportation


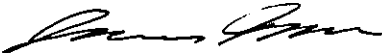

COMMITTEE ON

Dated: July 11, 2022
White Plains, New York


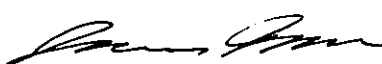

The following members attended the meeting remotely pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:



Budget & Appropriations

Parks & Recreation

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RP028

☐ 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 \$ 29,000,000 PPU 15 Anticipated Interest Rate 3.13%

Anticipated Annual Cost (Principal and Interest): \$ 2,420,198

Total Debt Service (Annual Cost x Term): \$ 36,302,970

Finance Department: Interest rates from May 23, 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):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 315

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Ken Uhle

Title: Program Coord. Capital Planning PRC

Department: DPW&T


Date: 6/2/22

Reviewed By: 

Budget Director

Date: 6/2/22

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

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

DATE: May 25, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RP028 PLAYLAND STRUCTURAL RESTORATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-25-2022 (Unique ID: 1966)

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;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: Scope of work involves rehabilitation of seven existing structures--housing arcades, games, or food vendors--or replacement in kind where the structure is beyond rehabilitation, with one small addition to connect two existing food structures.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation & Conservation
Peter Tartaglia, First Deputy Commissioner, Dept. of Parks, Recreation & Conservation
Gideon Grande, Deputy Budget Director
Lorraine Marzola, Associate Budget Director
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 \$29,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS TO GAME ROOMS, ARCADE BUILDINGS AND FOOD SHOPS AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$29,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$29,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$29,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to game rooms, arcade buildings and food shops at Playland Park, including construction management, 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 \$29,000,000. The plan of financing includes the issuance of \$29,000,000 bonds herein authorized

and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a.19(c) 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 \$29,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$29,000,000 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___.

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

(SEAL)

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$29,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS TO GAME ROOMS, ARCADE BUILDINGS AND FOOD SHOPS AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$29,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$29,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

object or purpose: to finance the cost of the construction of improvements to game rooms, arcade buildings and food shops at Playland Park, including construction management, as set forth in the County's Current Year Capital Budget, as amended

amount of obligations to be issued
and period of probable usefulness: \$29,000,000; fifteen (15) years

Dated: _____,
White Plains, New York

20____

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

CAPITAL PROJECT FACT SHEET

Project ID:*
RP028

☐ CBA

Fact Sheet Date:*
05-19-2022

Fact Sheet Year:*
2022

Project Title:*
PLAYLAND STRUCTURAL
RESTORATION

Legislative District ID:
7,

Category*
PLAYLAND

Department:*
PARKS, RECREATION &
CONSERVATION

CP Unique ID:
1966

Overall Project Description

This project addresses the infrastructure needs of various buildings and structures which are not addressed in other Playland projects. Including the following buildings: small structures along the midway and cross axis, all support buildings, game rooms, small ride structures, the first aid building and various additional structures.

☒ Best Management Practices

☒ Energy Efficiencies

☒ Infrastructure

☒ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	70,298	41,298	29,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	70,298	41,298	29,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 18,598

Current Bond Description: This request will fund construction of all game rooms throughout the park, rehabilitation of the two arcade buildings and construction of all remaining food shops in the park.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	29,000,000
Cash:	0
Total:	\$ 29,000,000

SEQR Classification:

TYPE II

Amount Requested:

29,000,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2005	125,000	RESTORATION AND REHABILITATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2009	473,000	RESTORATION AND REHABILITATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2015	500,000	RESTORATION AND REHABILITATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2016	8,500,000	RESTORATION AND REHABILITATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2020	30,700,000	CONSTRUCTION FOR A NEW RESTROOM BUILDING AND FOOD SHOPS ON THE WESTSIDE CROSS AXIS, AND REHABILITATION OF THE MAIN RESTROOMS; REHABILITATION AND CONVERSION OF THE EMPLOYEE BUILDING TO THE NEW RESTAURANT VENUE
2021	1,000,000	ADDITIONAL FUNDING FOR AN EMPLOYEE SERVICE AREA
2022	29,000,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR VARIOUS BUILDINGS

Total Appropriation History:

70,298,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
16	119	480,000	407,584	ARCADES AT PLAYLAND
16	120	287,855	287,855	FOOD STRUCTURES - PLAYLAND
16	121	274,415	274,415	RESTROOMS - PLAYLAND
16	122	1,440,000	268,367	PLAYLAND EMPLOYEE AREAS
16	123	1,680,000	416,750	GAMING STRUCTURES - PLAYLAND
20	161	8,710,145	0	CONSTRUCTION & CONSTRUCTION MANAGEMENT OF THE WEST CROSS-AXIS FOOD FACILITIES AT PLAYLAND PARK
20	162	10,625,585	882,209	CONSTRUCTION & CONSTRUCTION MANAGEMENT OF EXISTING RESTROOMS AT PLAYLAND PARK
20	196	16,800,000	0	REHABILITATION OF THE CURRENT EMPLOYEE BUILDING AT PLAYLAND PARK

Total Financing History:

40,297,999

Recommended By:

Department of Planning
WBB4

Date
05-25-2022

Department of Public Works
JZR7

Date
05-25-2022

Budget Department
LMY1

Date
05-25-2022

Requesting Department
KUU1

Date
05-25-2022

PLAYLAND STRUCTURAL RESTORATION (RP028)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	70,298	41,298	16,752	29,000					
Non County Share									
Total	70,298	41,298	16,752	29,000					

Project Description

This project addresses the infrastructure needs of various buildings and structures which are not addressed in other Playland projects. Including the following buildings: small structures along the midway and cross axis, all support buildings, game rooms, small ride structures, the first aid building and various additional structures.

Current Year Description

The current year request funds construction and construction management for various buildings.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	29,000,000			29,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2005	125,000	Restoration and rehabilitation of structures for games, food vendors, employee areas, restrooms, and arcades	COMPLETE
2009	473,000	Restoration and rehabilitation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
2015	500,000	Restoration and rehabilitation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
2016	8,500,000	Restoration and rehabilitation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
2020	30,700,000	Construction for a new restroom building and food shops on the westside cross axis, and rehabilitation of the main restrooms; rehabilitation and conversion of the employee building to the new restaurant venue	CONSTRUCTION
2021	1,000,000	Additional funding for an employee service area	CONSTRUCTION
Total	41,298,000		

PLAYLAND STRUCTURAL RESTORATION (RP028)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	41,298,000	3,579,384	37,718,616
Total	41,298,000	3,579,384	37,718,616

Bonds Authorized

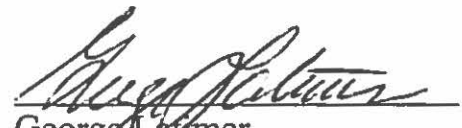
Bond Act	Amount	Date Sold	Amount Sold	Balance
119 16	480,000	12/15/17	406,124	72,416
		12/15/17	1,460	
120 16	287,855	12/15/17	286,824	
		12/15/17	1,031	
121 16	274,415	12/15/17	92,625	
		12/15/17	333	
		04/30/20	181,457	
122 16	1,440,000	12/15/17	112,275	1,327,321
		12/15/17	404	
123 16	1,680,000	12/15/17	55,375	1,484,176
		12/15/17	199	
		12/10/18	99,450	
		04/30/20	40,800	
161 20	8,710,145			8,710,145
162 20	10,625,585			10,625,585
196 20	16,800,000			16,800,000
Total	40,298,000		1,278,356	39,019,644

George Latimer
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Local Development Corporation:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Judith McHale, 255 South Broadway, Hastings-on-Hudson, New York as a member of the Westchester County Local Development Corporation, for the term beginning June 16, 2022 to serve at "my pleasure".

Given under my hand
and seal this 16th day
of June, 2022.



George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com

George Latimer
County Executive

June 16, 2022

Ms. Judith McHale
255 South Broadway
Hastings-On-Hudson, NY 10706

Dear Ms. McHale,

It is my pleasure to appoint you to serve as a member of the Westchester County Local Development Corporation Board. Your term is effective today, Thursday, June 16, 2022 and is for service at "my pleasure" as County Executive.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the Oath of Office and file it with the County Clerk prior to the next Local Development Corporation meeting, and provide this office with a copy within 30 days. Please contact the Local Development Corporation at 914-995-2936 for the date, place, and time of the Local Development Corporation's upcoming meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County board or commission you are responsible for adhering to the requirements of our Code of Ethics, and you are also responsible for adhering to the Local Development Corporation Code of Ethics, which includes the annual filing of a financial disclosure statement with the County Board of Ethics. A financial disclosure form is attached.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Bridget Gibbons, Director of Economic Development

Office of the County Executive

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

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

westchestergov.com

Judith McHale

From Wikipedia, the free encyclopedia

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For the swimmer, see [Judith McHale \(swimmer\)](#).

This article has multiple issues. Please help **[improve it](#)** or discuss these issues on the **[talk](#)** [hide] **page.** (*Learn how and when to remove these template messages*)



- This [biography of a living person](#) needs additional [citations for verification](#). (*April 2010*)
- This article relies largely or entirely on a [single source](#). (*December 2017*)
- This article possibly contains inappropriate or misinterpreted [citations](#) that do not [verify](#) the text. (*December 2017*)

Judith McHale

[McHale-Judith-officialphoto 150 L.jpg](#)

Under Secretary of State for Public Diplomacy and Public Affairs

In office

May 29, 2009 – July 1, 2011

President [Barack Obama](#)

Preceded by [James K. Glassman](#)

Succeeded by [Kathleen Stephens](#) (Acting)

Personal details

Born 1947 (age 74–75)
[New York City, New York, U.S.](#)

Political party [Democratic](#)

Education [University of Nottingham](#) (BA)
[Fordham University](#) (JD)

Judith A. McHale is a former [Under Secretary of State for Public Diplomacy and Public Affairs](#). Appointed by President Obama, she was confirmed by the U.S. Senate on May 21, 2009, and sworn in on May 26. She resigned effective July 1, 2011.

McHale now serves as the president and chief executive officer of Cane Investments, LLC, a small family-owned fund where her son Brian O'Halloran is the managing director. Cane Investments makes investments in start-ups in the fields of technology and the environment.

McHale is the former president and chief executive officer of [Discovery Communications](#). For two decades, McHale helped build Discovery Communications, the parent company of the [Discovery Channel](#) cable channel, into a global media enterprise with 1.4 billion subscribers in 170 countries.

Contents

- [1 Early life](#)
- [2 Education](#)
- [3 Career](#)
- [4 Public service](#)
- [5 References](#)

Early life[[edit](#)]

The daughter of a U.S. Foreign Service Officer, McHale was born in New York City and grew up in Britain and apartheid-era South Africa. During these formative years, McHale's family home was said to be constantly under police surveillance and was wire-tapped; family friends were detained and mistreated; and she became close with key anti-apartheid activists, including Felicia Kentridge, who founded South Africa's Legal Resource Centre, and her husband Sydney Kentridge, the noted civil rights lawyer who went on to represent slain anti-apartheid activist Steven Biko.

She is married to Michael O'Halloran and has two sons, Brian and Mark.

Her uncle was the journalist William McHale, Rome Bureau Chief for Time Magazine in the 1960s. He died along with Enrico Mattei, a leader of Italian oil company ENI, in a plane crash on October 27, 1962, later classified as a sabotage.^[1]

Education[[edit](#)]

McHale graduated from the University of Nottingham in the United Kingdom and Fordham University School of Law in New York. She has received honorary degrees from the University of Maryland, American University, the University of Miami and Colby College.

Career[[edit](#)]



Judith McHale with Mongolian Ministers Otgonbayar and Bayartsogt at dinner following a tour of Amarbayasgalant Monastery in Mongolia, 2010.

In the 1980s, McHale served as general counsel for MTV Networks, overseeing legal affairs for MTV, Nickelodeon and VH-1.

In 1987, McHale became general counsel at Discovery Communications, then a small company with a single U.S. cable channel. She went on to serve as chief operating officer, chief executive officer, and president, helping to grow Discovery into a large media company, with more than 100 channels available in 35 languages and distributed to more 1 billion subscribers in over 170 countries. During her tenure as president, Discovery's revenues increased tenfold, with annual revenues topping \$3 billion.

McHale and others at Discovery understood something important about communicating with people around the world: It makes more sense to engage people internationally on their own terms, in ways that respect their languages and customs, than it does just to bring them warmed-over versions of American programming. Discovery, nearly alone among American media companies that expanded internationally, put respect for cultural context and local voices at the heart of its business and creative strategies. It modified programming to respect viewers' regional customs and translated – rather than simply subtitled—into 35 different languages.

McHale helped forge strategic partnerships, including an alliance in 1998 with the BBC that enabled a marriage of high-quality content and global distribution strength. Under her leadership the Discovery/BBC joint venture produced numerous documentaries including "Blue Planet", "Walking with Dinosaurs" and the award-winning "Planet Earth. She also spearheaded numerous corporate acquisitions, including The Learning Channel in 1991 and the Travel Channel in 1997.

As a manager of a rapidly growing company with thousands of employees and offices in 22 countries, McHale made it a priority to create a workplace in which employees thrived professionally and personally. Discovery was consistently named one of the best places to work in various rankings, and, in 2004, McHale was honored by Working Mother magazine as a "National Family Champion" for her leadership.

At Discovery, McHale launched education and development initiatives in the United States and around the world, including the Discovery Channel Global Education Partnership, which provides free educational programming and technological support to more than a half million students at 200 schools and community centers throughout rural Africa, Latin America, and Eastern Europe.

In 2006, after nearly 20 years at Discovery, McHale moved to Global Environment Fund, a private equity firm based in Chevy Chase, MD. McHale worked to launch the GEF/Africa Growth Fund, an investment vehicle intending to focus on supplying expansion capital to small and medium-sized enterprises that provide consumer goods and services in emerging African markets.

Prior to joining the Department of State, McHale served on the boards of directors of Polo/Ralph Lauren, Host Hotels and Resorts and DigitalGlobe, Inc. Ms. McHale currently serves on the boards of directors of SeaWorld Entertainment, Ralph Lauren Corporation Hilton Worldwide, Inc. and Yellow Media Limited.

Public service[edit]

In 1998, McHale was appointed by Governor Parris Glendening to a four-year term as a member of the Maryland State Board of Education. In September, 2013 McHale was appointed by Secretary of the Interior, Sally Jewell, as chair of the President's Advisory Council on Wildlife Trafficking.

McHale has also provided leadership to a range of organizations engaged in global affairs and development. She served on the boards of the Africa Society of the National Summit on Africa, Africare, the Colonial Williamsburg Foundation, the National Democratic Institute, and Vital Voices. In 2008, she was the co-chair of the Platform Committee of the Democratic National Convention.

References[edit]

- U.S. Department of State Biography.
- 1. ^ "Archived copy". Archived from the original on 2012-03-25. Retrieved 2011-05-31.

Political offices		
	<u>Under Secretary of State for Public Diplomacy and Public Affairs</u>	
Preceded by <u>James K. Glassman</u>	2009–2011	Succeeded by <u>Kathleen Stephens</u> Acting
<u>Under Secretary of State for Public Diplomacy and Public Affairs of the United States</u>		[show]
<div><ul style="list-style-type: none">• <u>V</u>• <u>T</u>• <u>E</u></div>		

For Appointees to County Boards and Commissions

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

I, Judith A. McHale do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Member, Local Development Corp ^{Board} in and for the County of Westchester, according to the best of my ability.

Date: 7/1/2022

(Signature)

Sworn to and subscribed before me this 1 day of July 2022.

(Signature)

LM KM A

(Print or Type Name)

Notet

(Title of Official Administering Oath)

LIM KIM A.

Notary Public, State of New York

No. 01L18144154

Qualified in Westchester County
Commission Expires Apr. 24, 2010

Mail original Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County African American Advisory Board:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Shane A. Osinloye, 29 Davenport Avenue, Apt. 3A, New Rochelle, New York as a member of the Westchester County African American Advisory Board, for the term March 7, 2022 to December 31, 2023.

Given under my hand
and seal this 7th day
of March, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

March 7, 2022

Mr. Shane A. Osinloye
29 Davenport Ave, Apt 3A,
New Rochelle, NY 10805

Dear Mr. Osinloye,

It is my pleasure to appoint you to serve as a member of the Westchester County African American Advisory Board, effective today, Monday, March 7, 2022, pursuant to the Laws of Westchester County §277.421. This appointment is for a term to expire on December 31, 2023.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next African American Advisory Board meeting, and provide this office with a copy within 30 days. Please contact Paula Friedman at (914) 995-2940 for the date, place, and time of the African American Advisory Board's upcoming meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Shane A Osinloye

914-227-3923 • shane@urbanlegacy.org • www.linkedin.com/in/shaneosinloye/

EXPERIENCE

President & Executive Director, Urban Legacy Foundation Ltd. July 2019 to Present.

- Introduce economic development programs to black youth, families, and communities.
- Establish partnerships with corporations, government, and academia to increase programming.
- Design SMART Goals oriented curriculums for STEM training, entrepreneurship coaching and more.
- Execute training camps, sprints, etc. to prepare black youth to participate in the digital economy.
- Releasing digital media to exemplify the experiences of black professionals and entrepreneurs.

Executive Director, Singularity. March 2015 to Present.

- Offer cost effective startup launch and small business development resources.
- Services include grant writing, RFQ, RFI, and RFP writing, digital advertising and content production.
- Help small businesses capitalize on social media advertising and other e-commerce opportunities.
- Helped City of New Rochelle, Department of Development client to secure the \$10 Million allotment from New York State Government's "Downtown Revitalization Initiative" grant.

Marketing Director, First Class Boutiques. December 2012 to March 2015.

- Contract global music artists to perform in concert, such as Cardi B, Fabolous, Jadakiss, and more.
- Produced promotional short form content from concert footage for social media.
- Employer became a Singularity client to build his personal brand as an influencer.

Client Services Director ~ ITVX Rentrak. June 2011 to December 2012.

- \$1.4 Million Dollar in client relationships with global brands, agencies & television networks.
- Saved over \$500K worth of business by recovering Clorox and NBC Universal/Telemundo accounts.
- Upsold Toyota, Nissan, Infiniti and NBC Universal/Telemundo relationships by over \$450K.
- Secured an account with Acura to measure their Marvel Cinematic Universe Avengers sponsorship.

EDUCATION

Bachelor of Business Administration (BBA). Berkeley College.

- Marketing and Communications major. Alpha Sigma Lambda Honors Society.

Associate of Applied Science (AAS). The College of Westchester.

- Marketing and Management major. Academic Honors Society.

Codecademy Certificate: Building Websites: Mobile First Web Design, HTML, CSS.

Codecademy Certificate: Building Front End Web Apps: JavaScript, React.js, React.jsx, OAuth.

Codecademy Certificate: Application Programming Interfaces (APIs): Express.js, Node.js.

PricewaterhouseCoopers/Coursera Certificate: Data Analytics and Presentation Skills.

Skills: Google Analytics, Facebook Analytics, Instagram Insights, Photoshop, Excel, PowerPoint.

Programming Skills: HTML5, CSS3, JavaScript, React.jsx, Express.js, Node.js, OAuth API.

**COUNTY OF WESTCHESTER
OATH OF OFFICE
For Appointees to County Boards and Commissions**

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

I, Shane Osinloye do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will
faithfully discharge the duties of the office of The African American Advisory Board in and for the
County of Westchester, according to the best of my ability.

Date: 05/17/2022


(Signature)

Sworn to and subscribed before me this 18th day of May,
2022.



(Signature)

Tracy Smith

(Print or Type Name)

(Title of Official Administering Oath)

TRACY SMITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TH6368133
Qualified in Westchester County
Commission Expires December 11, 2025

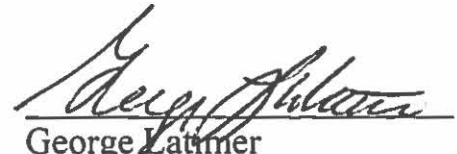
Mail original Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Refuse Disposal District No. 1 Advisory Board, due to the expiration of term of Peter Ligouri:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Brian E. Simmons, P.E., 3 Concord Drive, Cortlandt Manor, New York as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board, for the term May 13, 2022 to December 31, 2023.

Given under my hand
and seal this 13th day
of May, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

May 13, 2022

Mr. Brian Simmons
3 Concord Drive
Cortlandt Manor, NY 10567

Dear Mr. Simmons,

It is my pleasure to appoint you to serve as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board, effective today, Friday, May 13, 2022, pursuant to the Laws of Westchester County §277.321. This appointment is for a term to expire on December 31, 2023.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Board of Ethics meeting, and provide this office with a copy within 30 days. Please contact the Westchester County Department of Environmental Facilities at (914) 813-5445 for the date, place, and time of the Refuse Disposal District No. 1 Advisory Board's upcoming meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,


George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Vincent Kopicki, Commissioner – Department of Environmental Facilities
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Brian E. Simmons, P.E.

3 Concord Drive
Cortlandt Manor, NY 10567
(917)-282-3421

Brian.e.simmons.1@gmail.com

Summary

Dedicated Licensed Professional Engineer with a Master of Science Degree in Civil Engineering and 9+ years of professional experience in public works.

Education

Manhattan College, Riverdale, NY

- **Master of Science in Civil Engineering (May, 2017)**
 - **Concentration:** Structural Engineering
 - **Coursework in:** Structural Analysis, Steel Design, Concrete Design, Prestressed Concrete Design, Foundation Design, Design of Wood Structures, Construction Management, & Engineering Risk and Decision Analysis.
 - **Familiarity in:** AISC Manual, ACI Code, NYS Building Code, AASHTO Codes, PCI Code
- **Bachelor of Science in Civil Engineering (May, 2013)**
 - **Major:** Civil Engineering; **Minor:** Mathematics

Work Experience

Town of Greenburgh Department of Public Works, Westchester County, New York

- *Deputy Commissioner of Public Works (March 2021 – Current)*
- *Assistant Civil Engineer (January 2018-March 2021)*
- *Junior Civil Engineer (November 2013-January 2018)*
 - **Engineering Design:** Design work has included the preparation of plans, specifications, details and contract documents for the installation and replacement of municipal infrastructure including public water main, sanitary sewer, storm sewer, sidewalk, guiderail and roadway resurfacing.
 - Design standards used include: Ten States Standards, Westchester County Health Department Standards; N.Y.S.D.O.T. Specs., M.U.T.C.D., A.A.S.H.T.O. for Roadwork & Roadside Design, N.Y.S.D.E.C. standards.
 - **Project Engineer:** Responsible for management of project budget, schedule, public notification and contract/regulatory compliance on Town projects listed above.
 - **Construction Supervision:** Responsible for quality control and assurance on Town construction projects listed above. Additionally, responsible for Ten SWPPP Inspections within Town for compliance with NYSDEC MS4 Regulations for major land development.
 - **Annual Reporting Coordinator:** Responsible for annual sewer report to Westchester County Health Dept. and annual MS4 Report to N.Y.S.D.E.C.
 - **Plan Review:** Responsible for the review and approval of proposed development in accordance with Town Steep Slope Law; Responsible for the partial review of proposed development in accordance with Town Stormwater and Floodplain Laws.

Zarecki & Associates, L.L.C., Pawling, NY, Junior Engineer (May 2013-November 2013)

- **Engineering Design:** Performed design of subsurface treatment systems for various projects.
- **Sewer System Evaluation Study:** Conducted Engineering study on Village of Pawling Wastewater Collection System.

Software and Programs

- Microsoft Office, AutoCAD, Autodesk Storm Analysis, USEPA SWMM, EPANET, Lpile

Honors and Affiliations

- **New York State Licensed Professional Engineer**
- **Westchester County Association of Municipal Public Works Administrators (WCAMPWA), Secretary (April 2022 – Current)**
- **NCAA Division I Student-Athlete, Manhattan College Baseball Team, Member 2009-2012**

COUNTY OF WESTCHESTER

OATH OF OFFICE

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

I, Brian Simmons do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Westchester County Refuse Disposal District No. 1 in and for the Advisory Board County of Westchester, according to the best of my ability.

Date: June 10, 2022

B. S. S
(Signature)

Sworn to and subscribed before me this 10th day of June
2022.

Em Fm

(Signature)

Ellen Franzese

(Print or Type Name)

Notary Public

(Title of Official Administering Oath)

DELOV FRANKLIN
Notary Public, State of New York
No. 01FR6073955
Qualified in Westchester County
Commission Expires April 29, 2016


Mail original Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, the term of Carmine L. Lippolis, as a member of the Westchester County Electrical Licensing Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Carmine L. Lippolis, 23 Glassbury Court, Mount Kisco, New York as a member of the Westchester County Electrical Licensing Board, for the term May 19, 2022 to December 31, 2026.

Given under my hand
and seal this 19th day
of May, 2022.



George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



**George Latimer
County Executive**

May 19, 2022

Mr. Carmine Lippolis
23 Glassbury Court
Mt. Kisco, NY 10549

Dear Mr. Lippolis,

It is my pleasure to reappoint you to serve as a member of the Westchester County Electrical Licensing Board, effective today, Thursday, May 19, 2022. This reappointment is for a term to expire on December 31, 2026.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Jim Maisano, Director, Consumer Protection
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Westchester County Executive Branch - Member Attendance

Electrical Licensing Board

Member	Jan 04, 2022	Mar 08, 2022	May 03, 2022	Jun 07, 2022	Sep 13, 2022
Peter Borducci	P	E	P	P	
Carmine Lippolis	P	P	P	P	
Steven Ecklund	P	P	P	P	
Garry Lynch	P	P	P	P	
Tom Capurso	P	P	P	P	
Hernane De Almeida	P	P	A	P	

Present:	6	5	5	6	0
Absent:	0	0	1	0	0
Excused:	0	1	0	0	0

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

e Report - 2022

Nov 01, 2022	TOTALS
	75.0%
	100.0%
	100.0%
	100.0%
	100.0%
	75.0%

0	91.67%
0	4.17%
0	4.17%

COUNTY OF WESTCHESTER
OATH OF OFFICE
For Appointees to County Boards and Commissions

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

I, CHARMINE L. LIPPOLD do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will
faithfully discharge the duties of the office of WC ELECTRIC LICENSING in and for the
County of Westchester, according to the best of my ability.

Date: 5/26/22

[Signature]
(Signature)

Sworn to and subscribed before me this <u>26</u> day of <u>May</u> , <u>2022</u> .	
<u>[Signature]</u> (Signature)	<div style="border: 1px solid black; padding: 2px; text-align: center;">DORIS BISACCIA NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01816401318 Qualified in Westchester County Commission Expires December 9 2023</div>
<u>Doris Bisaccia</u> (Print or Type Name)	
<u>Notary Public</u> (Title of Official Administering Oath)	

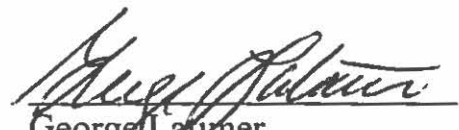
Mail original Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, the term of Peter Borducci, as a member of the Westchester County Electrical Licensing Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Peter Borducci, 2 Tibbits Avenue, White Plains, New York as a member of the Westchester County Electrical Licensing Board, for the term May 19, 2022 to December 31, 2026.

Given under my hand
and seal this 19th day
of May, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

May 19, 2022

Mr. Peter Borducci
2 Tibbits Avenue
White Plains, NY 10606

Dear Mr. Borducci,

It is my pleasure to reappoint you to serve as a member of the Westchester County Electrical Licensing Board, effective today, Thursday, May 19, 2022. This reappointment is for a term to expire on December 31, 2026.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Jim Maisano, Director, Consumer Protection
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Westchester County Executive Branch - Member Attendance

Electrical Licensing Board

Member	Jan 04, 2022	Mar 08, 2022	May 03, 2022	Jun 07, 2022	Sep 13, 2022
Peter Borducci	P	E	P	P	
Carmine Lippolis	P	P	P	P	
Steven Ecklund	P	P	P	P	
Garry Lynch	P	P	P	P	
Tom Capurso	P	P	P	P	
Hernane De Almeida	P	P	A	P	

Present:	6	5	5	6	0
Absent:	0	0	1	0	0
Excused:	0	1	0	0	0

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

e Report - 2022

Nov 01, 2022	TOTALS
	75.0%
	100.0%
	100.0%
	100.0%
	100.0%
	75.0%

0	91.67%
0	4.17%
0	4.17%

COUNTY OF WESTCHESTER OATH OF OFFICE

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

I, Peter Borducci do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of the Electrical Licensing Board in and for the County of Westchester, according to the best of my ability.

Date: 5/24/22

[Signature]

(Signature)

Sworn to and subscribed before me this 26 day of May,
2022.

Sam Hunt

(Signature)

Laurie Thomasset

(Print or Type Name)

Notary Public

(Title of Official Administering Oath)

LAURIE THOMASSET
Notary Public, State of New York
No 01TH4869680
Qualified in Westchester County
Commission Expires September 8, 2022


Mail **original** Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing **within (thirty (30) days** of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, the term of Dr. Rosemary J. Uzzo, as a member of the Westchester County Council for Seniors, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Dr. Rosemary J. Uzzo, 248 Park Hill Avenue, Yonkers, New York as the District 17 representative member of the Westchester County Council for Seniors, for the term June 7, 2022 to December 31, 2023.

Given under my hand
and seal this 7th day
of June, 2022.



George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

June 7, 2022

Dr. Rosemary Uzzo
248 Park Hill Avenue
Yonkers, NY 10710

Dear Dr. Uzzo,

It is my pleasure to reappoint you to serve as the Legislative District 17 representative on the Westchester County Council for Seniors, effective today, Tuesday, June 7, 2022, pursuant to the Laws of Westchester County § 157.03. This reappointment is for a term to expire on December 31, 2023.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Council for Seniors meeting, and provide this office with a copy within 30 days, please contact the Westchester County Department of Senior Programs and Services at (914) 813-6435 for the date, place, and time of the upcoming Council for Seniors meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GS/ts

cc: Honorable Board of Legislators
Mae Carpenter, Commissioner, Department of Senior Services
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

George Latimer
County Executive

WHEREAS, the term of Teresa Clifford, as a member of the Westchester County Council for Seniors, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Teresa Clifford, 642-C Heritage Hills, Somers, New York as the District 4 representative member of the Westchester County Council for Seniors, for the term May 16, 2022 to December 31, 2023.

Given under my hand
and seal this 16th day
of May, 2022.



George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

May 16, 2022

Ms. Terry Clifford
642-C Heritage Hills
Somers, NY 10589

Dear ~~Ms. Clifford~~, *Terry*

It is my pleasure to reappoint you to serve as the Legislative District 4 representative on the Westchester County Council for Seniors, effective today, Monday, May 16, 2022, pursuant to the Laws of Westchester County § 157.03. This appointment is for a term to expire on December 31, 2023.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Council for Seniors meeting, and provide this office with a copy within 30 days. Please contact the Westchester County Department of Senior Programs and Services at (914) 813-6435 for the date, place, and time of the upcoming Council for Seniors meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GS/ts

cc: Honorable Board of Legislators
Mae Carpenter, Commissioner, Department of Senior Services
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

George Latimer
County Executive

WHEREAS, the term of James Arndt, as a member of the Westchester County Planning Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint James Arndt, 12 Albro Lane, White Plains, New York as a member of the Westchester County Planning Board, for the term February 24, 2022 to December 31, 2023.

Given under my hand
and seal this 24th day
of February, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

February 24, 2022

Mr. James Arndt
12 Albro Lane
White Plains, NY 10603

Dear Mr. Arndt,

It is my pleasure to reappoint you to serve as a member of the Westchester County Planning Board, effective today, Thursday, February 24, 2022. This appointment is for a term to expire on December 31, 2023.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Norma Drummond, Commissioner of Planning
Joan McDonald, Director of Operations

Office of the County Executive

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

Email: ce@westchestergov.com
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2022 Westchester County Planning Board Member Attendance

Member	1/4/2022	2/1/2022	3/1/2022	4/5/2022	5/3/2022	6/7/2022	6/8/2022	7/5/2022	9/6/2022
Richard Hyman, Chair	Y	Y	Y	Y					
James Arndt	A	A	A	Y					
Robert Baron	Y	Y	Y	Y					
Dwight Douglas	A	Y	Y	Y					
Ximena Francella	Y	Y	Y	Y					
Holly Hasbrouck	Y	Y	Y	Y					
Daniel Finger	Y	Y	Y	Y					
Bernie Thombs	Y	Y	Y	Y					
Renee Toback	Y	Y	Y	Y					
Vincent Kopicki, DEF	Y	Y	Y	Y					
Hugh Greechan, DPW	Y	Y	Y	Y					
Kathleen O'Connor, PRC	Y	Y	Y	Y					

Y = Attended

A= Absent

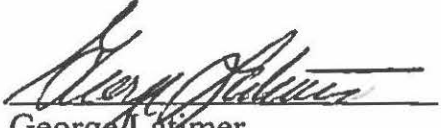
10/4/2022	11/1/2022	12/6/2022

George Latimer
County Executive

WHEREAS, the term of Tracy Schulz Levy, as a member of the Westchester County Airport Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Tracy Schulz Levy, 109 Old Farm Road South, Pleasantville, New York as a member of the Westchester County Airport Advisory Board, for the term May 3, 2022 to December 31, 2023.

Given under my hand
and seal this 3rd day
of May, 2022.



George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

May 3, 2022

Ms. Tracy Levy
109 Old Farm Road South
Pleasantville, NY 10570

Dear Ms. Levy,

It is my pleasure to reappoint you to serve as a member of the Westchester County Airport Advisory Board, effective today, Tuesday, May 3, 2022, pursuant to the Laws of Westchester County §277.221. The term of this reappointment expires December 31, 2023.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Board of Ethics meeting, and provide this office with a copy within 30 days. Please contact the Westchester County Department of Public Works and Transportation at (914) 995-2548 for the date, place, and time of the Airport Advisory Board's upcoming meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics, which includes the annual filing of a financial disclosure statement with the County Board of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Hugh Greechan, Commissioner, Dept. of Public Works & Transportation
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

2022 ATTENDANCE RECORDS: AIRPORT ADVISORY BOARD												
NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Nicholas T. Hartman	X	X	X	X	X	X						
Robert Fleisher	X	X	X	X	X	X						
Salvatore Cresenzi	X	A	X	A	X	X						
Wade Hardy	X	A	X	A	A	A						
Tracy Schulz Levy	X	X	X	X	X	A						
Michael Pollack	X	X	X	X	A	A						
Peter Schlactus	A	X	X	A	X	X						
<u>Legend</u>												
X = attended												
A = absent												
E = excused												
C = meeting cancelled												

George Latimer
County Executive

July 20, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through the Westchester County Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center ("Municipalities"), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing on July 1, 2022 and continuing through September 30, 2022 in a total aggregate not-to-exceed amount of \$135,632.00, payable as invoiced and in accordance with an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$16,954.00 under their respective IMAs.

The Youth Bureau has advised that it has been awarded a grant by New York Presbyterian Hospital ("NYP") in the amount of \$152,594.00 to provide up to 45 youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies ("Program"). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

It should be noted that in addition to the IMAs, the County will also enter into a contract with the Boys and Girls Club of Northern Westchester, Inc. ("Boys & Girls Club") pursuant to which Boys & Girls Club will provide summer youth employment and training services funded by the balance of the NYP grant. Approval for the Boys & Girls Club contract, and for the grant agreement with NYP was previously authorized by the County's Board of Acquisition & Contract on June 16, 2022.

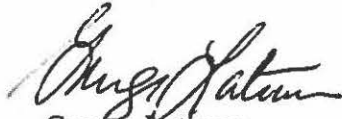
The procurement of Program is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed action does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQR"), 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.

Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

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**

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 the Westchester County Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center ("Municipalities"), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing on July 1, 2022 and continuing through September 30, 2022 in a total aggregate not-to-exceed amount of \$135,632.00 payable as invoiced and pursuant to an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$16,954.00 under their respective IMAs.

Your Committee is advised that the Youth Bureau has been awarded a grant in the amount of \$152,594.00 from New York Presbyterian Hospital ("NYP") to provide up to 45 youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies ("Program"). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

Your Committee notes that in addition to the IMAs, the County will also enter into a contract with the Boys and Girls Club of Northern Westchester, Inc. ("Boys & Girls Club") pursuant to which Boys & Girls Club will provide summer youth employment and training services funded by the balance of the NYP grant. Approval for the Boys & Girls Club contract and the grant agreement with NYP was previously authorized by the County's Board of Acquisition & Contract on June 16, 2022.

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

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.

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

Your Committee has been advised that adoption of the proposed legislation is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed legislation.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: New York-Presbyterian Hospital

☐ 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 \$ 152594

Total Current Year Revenue \$ 152,594

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: Operating Acct: 101-11-0400-4380; Recovery 101-11-0400-9425

Potential Related Operating Budget Expenses: Annual Amount \$ 152,594

Describe: To provide summer youth employment and training experiences for 45 eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, for a term commencing on July 1, 2022 and continuing through September 30, 2022. Subcontracts with Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, Port Chester, Yonkers, Greenburgh and Boys & Girls Club of Northern Westchester.

Potential Related Revenues: Annual Amount \$ 152,594

Describe: Grant from New York Presbyterian Hospital to provide summer youth employment and training services for 45 youth.

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: [Signature]

Budget Director

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center, pursuant to which the municipalities will provide summer youth employment and training services to eligible Westchester youth.

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

Section 1. The County of Westchester, acting by and through the Westchester County Youth Bureau ("County"), be and hereby is authorized to enter into inter-municipal agreements ("IMAs") with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center ("Municipalities"), pursuant to which the Municipalities will provide summer youth employment and training services for up to 45 eligible Westchester youth between the ages 16-24 from families with low to moderate incomes. The term of each IMA will commence on July 1, 2022 and continue through September 30, 2022. Pursuant to the IMAs, the County shall reimburse the Municipalities a total aggregate amount not to exceed \$135,632.00, payable as invoiced, pursuant to an approved budget.

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

§3. This Act shall take effect immediately.

THIS 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 the "County"), acting by and through the Westchester County Youth Bureau, (hereinafter the "WCYB"),
and _____, acting by and through its _____
_____, having an office and principal place of business at _____
_____ (hereinafter the "Municipality");

WHEREAS, the County, through the WCYB, has been awarded a grant from The New York and Presbyterian Hospital (the "Hospital") to provide a summer youth employment and training program for eligible youth from Westchester County; and

WHEREAS, the County desires to enter into a contract with the Municipality to provide said services; and

WHEREAS, the Municipality desires to provide such services.

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

FIRST: The Municipality shall operate a summer youth employment and training program for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, as more particularly described in Schedule "A", which is attached hereto and made a part hereof (hereinafter the "Work"). The Municipality shall ensure that the Work and all services provided for hereunder shall conform in every respect to all applicable Federal, State and local laws, rules, regulations and ordinances and shall be performed to the complete satisfaction of the Executive Director of the Westchester County Youth Bureau (the "Executive Director").

SECOND: The term of this Agreement shall commence on July 1, 2022 and shall continue through September 30, 2022 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 required by applicable laws and rules and as the Executive Director may request, and shall immediately inform the Executive Director in writing of any cause for delay in the

performance of its obligations under this Agreement, including, but not limited to, any violation of applicable laws and rules.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST", the Municipality shall be paid a total amount not to exceed _____ (\$ _____) DOLLARS, payable as invoiced and in accordance with the approved budget attached hereto and made a part hereof as Schedule "B".

The Municipality shall, at no additional charge, furnish all labor, services, materials, goods, equipment and any other things necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

Any and all requests for payment to be made, including any request for partial payment shall be submitted by the Municipality on properly executed payment vouchers of the County, together with such receipts, vouchers or the like as the Executive Director may reasonably require and paid only after approval by the Executive Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Municipality prior to completion of all Work and the approval of same by the Executive Director.

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

The Municipality 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 (6) years after the expiration or termination of this Agreement.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with Municipality any funds the County may determine are owed to the County under this Agreement.

FIFTH: The Municipality agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirements to State and Federal authorities under all applicable laws and rules, including but not limited to any audits required pursuant to said law and rules. The above audits shall be conducted in accordance with OMB Circular A-133.

In addition to the above, without limiting the County's right to require additional reports regarding the Work hereunder, the Municipality shall provide the County with the following reports:

- (a) A monthly report describing activities, progress and accomplishments of the Municipality in carrying out the Work, as directed by the Executive Director.
- (b) Statistical and programmatic reports, the nature and extent of which will be determined by the Executive Director.

The Executive Director shall be entitled to enter the premises utilized by the Municipality in connection with this Agreement at any time for the purpose of inspecting, observing and monitoring any aspect of the Municipality's operations. The Municipality shall be responsible for ensuring that any and all violations of any law or regulation pertaining to the Municipality's performance under this Agreement are promptly remedied.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the Hospital, and that no liability shall be incurred by the County beyond the monies made available from the Hospital for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County's Commissioner of Finance has received said funds and the Hospital has not imposed any restriction that would prevent payment of this Agreement.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the Hospital, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. Notice shall be effective on the date of receipt. 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, which shall be pro-rated in accordance with the budget set forth in Schedule "B". Upon receipt of notice that the County is terminating

this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Executive Director, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Executive Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

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

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

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

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

NINTH: The Municipality represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Municipality independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

TENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TWELFTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule "D", as part of this Agreement.

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

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 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. For each and every year for which this Agreement continues, the Municipality shall submit to the Executive Director a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

FIFTEENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors, subcontractors 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 Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors,

SIXTEENTH: 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.

To the County: Executive Director
Westchester County Youth Bureau
112 East Post Road
White Plains, New York 10601

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

To the Municipality: _____

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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.

NINETEENTH: 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.

TWENTIETH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other contractors on an “as needed” basis.

TWENTY-FIRST: The Municipality hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-SECOND: The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

Attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event.

The Municipality shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County.

TWENTY-THIRD: The Municipality agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule “F” which is hereby incorporated by reference.

TWENTY-FOURTH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “G”. Therefore, the Municipality agrees, as part of this Agreement, to complete the form attached hereto as Schedule “G”.

TWENTY-FIFTH: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Successful Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “H”. Payments will be automatically credited to the Municipality’s designated bank account at the Municipality’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Municipality that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-SIXTH: In order to acknowledge the support and assistance of the County in the funding of the Work described herein, Municipality agrees to prominently display the County logo on any and all printed materials relating to the Work described herein, including but without limitation on any program or public information materials.

TWENTY-SEVENTH: The Municipality agrees not to disclose to the general public any information relating to the Work described herein, including, without limitation, Program and/or outcome data, without the prior express written approval of the Executive Director or his authorized designee.

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

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

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

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

MUNICIPALITY

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

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of Municipal corporation)

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

(Person executing agreement)

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

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

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

(Signature)

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

On the _____ day of _____ in the year 20____ before me, the undersigned,
a Notary Public in and for said State, _____ personally
appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the
officer described in and who executed the above certificate, who being by me duly sworn did
depose and say that he/she resides at

_____, and he/she is an officer of said
corporation; that he/she is duly authorized to execute said certificate on behalf of said
corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE "A"
SCOPE OF SERVICES

DRAFT

SCHEDULE "B"
BUDGET

DRAFT

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

- b) a) 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 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) Professional Liability. The Municipality shall provide proof of such insurance (limits of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate).

- f) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties :

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

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

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

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

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

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

SCHEDULE "D"

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "E"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

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

Yes _____ No _____

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

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

Yes _____ No _____

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

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

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

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

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

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

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

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

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.² Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

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

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

² For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

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

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer³. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

³ Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

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

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

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

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

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

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
 - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

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

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

Name: _____
Title: _____
Date: _____

Notary Public

Date

SCHEDULE "G"
CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If

this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor _____

By: (Authorized Representative) _____

Title: _____ Date _____

SCHEDULE "H"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**Authorization is:
(check one)☐ New☐ Change**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct**Section I - Vendor Information**

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.

Authorized Signature

Print Name / Title

Date

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

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION


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

George Latimer
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Hispanic Advisory Board:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Mariana Alonso-Jusufaj, 785 Webster Avenue, New Rochelle, New York as a member of the Westchester County Hispanic Advisory Board, for the term May 12, 2022 to December 31, 2023.

Given under my hand
and seal this 12th day
of May, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

May 12, 2022

Ms. Mariana Alonzo-Jusufa
785 Webster Avenue
New Rochelle, NY 10804

Dear Ms. Alonzo-Jusufa,

It is my pleasure to appoint you to serve as a member of the Westchester County Hispanic Advisory Board, effective today, Thursday, May 12, 2022. This appointment is for a term to expire on December 31, 2023.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Mariana Alonso-Jusufaj
785 Webster Avenue
New Rochelle NY 10804
646-427-3436
Mariana.jusufaj@gmail.com

Career Objective

An accomplished and results oriented bilingual individual with high energy looks to apply these strengths in the not-for-profit or government sector. Organizes, plans and educates and connects New Rochelle Latinas and their families in navigating various social and economic endeavors (with a following of over 1400 digital followers in the City of New Rochelle). Seeks to play a key role in the empowerment of vulnerable communities to further their social and economic development.

Summary of Qualifications

Meeting facilitation	Logistical planning	Google Docs	Community Organizing
Community Outreach	Public speaking	Translation	Curriculum Developer
Case management	Marketing	Program Development	
Social Media Managing	Event Planning	Program Managing	Public Relations

Work Experience

Minority Business Liaison-City of New Rochelle **New Rochelle, NY 2021-Present**

Works as a liaison to meet community needs responsible of creating materials such as newsletters, informational material in regards licenses, permits and funding available., Support through community outreach to further the connection of the Minority Businesses with the City of New Rochelle.

Cooperative Developer - Northern Manhattan Improvement Corporation **New York, NY- October 2019-Present**

Accomplishments:

- Develop a Manual of Operations and Legal Operative agreement for the Cooperative
- Create partnerships with National organizations to improve the development and independence of the cooperative
- Facilitate and Coordinate Trainings for the members of the cooperative
- Create Hiring models for the cooperative
- Grant writing and submission

Project Consultant Nanny Training- Carroll Gardens Association **New York, NY-January 2019-Present**

Accomplishments:

- Develop materials for their Nanny Trainings
- Coordinate and Execute Nanny Training
- Develop systems of outreach for the project
- Facilitate Meetings with trainers and participants based on curriculum
- Developed Facilitation skills in Trainers from TOT program

**Project Consultant Nanny Training- National Domestic Workers Alliance
New York, NY-August 2017-Present**

Accomplishments:

- Develop Policies of our TOT model of Nanny Trainers
- Coordinate and Execute Nanny Training on 2017-2018 total of two cycles of Trainings
- Develop systems of outreach for the project
- Facilitate Meetings with trainers and participants based on curriculum
- Developed Facilitation skills in Trainers from TOT program

Technical Support Consultant We Rise Nanny Training TOT Program - Cornell Worker Institute

New York, NY-August 2017-Present

Accomplishments:

- Creation and Translation of Curriculum for their We Rise Nanny Training TOT Program
- Training in Facilitation Skills for groups of 20 people
- Developed protocols and standardized the state wide We Rise Training program
- Program Design and execution
- Liaison between organizations

Translator Consultant, National Domestic Workers Alliance

New York, NY-July 2017-Present

Accomplishments:

- Translation of curriculum
- Interpretation of meetings
- Translation of office materials, flyers, meeting language

BACK OFFICE MANAGER, Ecomundo Cleaning Cooperative

New York, NY-January 2017-May 2017

Accomplishments:

- Develop systems to manage client database
- Mediation of conflict among cooperative members and clients
- Created a policies in support of the cooperative

WORKER RIGHTS ADVOCATE, Community Resource Center:

Mamaroneck, NY- July 2016-November 2016

Accomplishments:

- Develop systems to manage our domestic worker database
- Outreached and built up a base of over 300 workers
- Created a standard domestic worker work agreement for contract negotiations

WORKER'S RIGHTS ADVOCATE ASSISTANT, Community Resource Center:

Mamaroneck, NY- October 2015-July 2016

Accomplishments:

- Coordinated and developed a hiring hall for low wage workers
- Created and managed an up to date job bank for low wage workers
- Developed marketing tools for our community based, worker center, resulting in an increase in worker and employer participation

VOLUNTEER COORDINATOR, Community Resource Center:

Mamaroneck, NY – October 2015-November 2016

Accomplishments:

- Coordinated and maintained a base of 15 volunteers
- Created a strategy to recruit volunteers in the lower Westchester area
- Managed a group of interns matching their skills to the needs of the organization

CASE MANAGEMENT CONSULTANT, Community Resource Center:

Mamaroneck, NY –May 2014-October 2015

Accomplishments:

- Established services in house for women and their children
- Provided immigration, social, court accompaniment services for individuals
- Served more than 200 individuals during the year
- Translated legal documents from Spanish to English

ADMINISTRATIVE ASSISTANT, Community Resource Center:

Mamaroneck, NY – October 2009- May 2014

Accomplishments:

- Assisted all departments in the organization on the day to day operations
- Implemented a scheduling system for the various departments in the organization
- Planned and executed staff events

COMPUTER LITERACY EDUCATOR, Community Resource Center:

Mamaroneck, NY- June 2008- August 2014

Accomplishments:

- Developed and taught computer literacy curriculum for illiterate adults, graduating over 150 students
- Provided immigration assistance and tools to support non-English speakers in obtaining their citizenship
- Supported more than 100 low-wage workers through our job assistantship programs in obtaining jobs

Education

B.A, INTERNATIONAL BUSINESS-Universidad Autónoma de Baja California, Tijuana, Mexico- 2001-2006

PARALEGAL STUDIES- Pace University, New York NY -2018

Trainings and Certifications

Advocacy Institute, Hudson Valley Regional Training, Hyde Park NY March 2018

NYC Worker Cooperative Development Training

Brooklyn NY- October 2018

Citizenship Preparation and Basics Principles of Immigration-Catholic Charities, Westchester, NY- March 2015

Patient Advocacy for Sexual Assault and Domestic Violence Victims-Victim Assistance Services, Westchester, NY-January 2015

Immigration Community Navigation-New York Immigration Coalition, New York, NY -December 2014

Selected Awards

Audrey Smith Campbell Leadership Award- Red Carpet of Social Justice, 2017

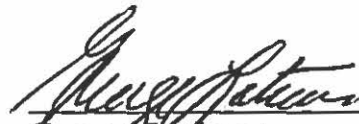
Women Supporting Women Wow Award- Westchester County, 2021

George Latimer
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Youth Board:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Captain Norman Hall, Greenburgh Police Department, 188 Tarrytown Road, White Plains, New York as a member of the Westchester County Youth Board, for the term June 27, 2022 to December 31, 2024.

Given under my hand
and seal this 27th day
of June, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

June 27, 2022

Captain Norman Hall
Greenburgh Police Department
188 Tarrytown Road
White Plains, NY 10601

Dear Captain Hall,

It is my pleasure to appoint you to serve as a member of the Westchester County Youth Board, effective today, Monday, June 27, 2022, pursuant to the Laws of Westchester County §176.41. This appointment is for a term to expire on December 31, 2024.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Youth Board meeting, and provide this office with a copy within 30 days. Please contact the Westchester County Youth Bureau at (914) 995-2745 for the date, place, and time of the Youth Board's upcoming meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Dr. DaMia Harris-Madden, Executive Director, WC Youth Bureau
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

Norman Hall
188 Tarrytown Road
White Plains, NY 10607
Hall27n@gmail.com
(914)980-1257

Education:

Mount Vernon High School	1994 -1998
Monroe College-New Rochelle, NY	2003 - 2007
Bachelor of Science in Criminal Justice (<i>Cum Laude</i>)	
Pace Law School 3L	2020 – Present

Work Experience Greenburgh Police Department

- Commanding Officer of the Community Affairs Unit 2020-Present
- Police Lieutenant- Commanding Officer of the Street Crime Unit
Police Lieutenant 2021- 12/2022
- Commanding Officer of the Community Affairs Unit 2015 –2020
Police Sergeant

Supervision of police officers assigned to the Community Police Unit which identifies and implements neighborhood-based police service to reduce crime, improve the quality of life to residents by engaging community members in building partnerships and conflict resolution. This innovative approach has been successful in building a strong community in the Town of Greenburgh.

- Patrol Sergeant 2008 – 2015
- Police officer 2000 – 2008

Training Instructor

Defensive Tactics Instructor - Firearms Instructor - General Topics Instructor
 Baton PR-24 Instructor - Axon Taser Instructor

Coordinator and Supervisor of the Town of Greenburgh Police:

Summer Youth Camp: ages 12 to 15
 Explorer Cadet Program: ages 15 to 21

Greenburgh Police Summer Youth Program is an innovative program that provides young people with a better understanding of the Criminal Justice System and its potential as a career

Board Appointments

Theodore D. Young Community Center - *Advisory Board Liaison*
 Board Member of *WESTCOP*, Greenburgh/Elmsford Community Action Partnership

Committee Member

The Education instead of Incarceration Program with the *Town of Greenburgh; Justice Deloris Brathwaite*. One of my many duties as a Committee member, I'm charged with the responsibility of personally meeting with and interviewing the defendant/candidate. The interview process is designed to determine the candidate's interest, potential, type of educational program, likelihood of success and probable start date. Once determined approval, the defendant/candidate for admission to the Educational Program, the defendant/candidate shall be assigned a Mentor

Initiatives

- Launched P.A.C.T – Police and Community Together, networking with many Department Heads, Community leaders, and Public Schools since (January 2015)
- Developed and initiated the S.T.O.P.S Program, Safety Training on Police Stops for High School Drivers in local Schools
- Started and personally conducted the Greenburgh Police Internship Program
- Started the Town of Greenburgh National Night Out annual event
- Initiated the cross training of all community policing officers to be crime prevention officers
- Coordinated the first Town of Greenburgh Police Department preparation classes for the 2016 Westchester County Police Officer Entrance Exam
- Formed a partnership with the Hope Not Handcuffs Program and the Police Department

Forums

Participating Panelist for;

Ending Violence and Building Hope, hosted by the Martin Luther King Institute at Manhattan Ville College

"Building Relationships: Police, Community & Youth." hosted by The Black Bar Association

Discussion about "The legalization of marijuana", hosted by the NAACP, and the effects on the community

Speaker

- Woodlands High School, Hartsdale, New York
- Solomon Schechter High School, Hartsdale, New York
- Edgemont High School Edgemont, New York
- Maria Regina High School Hartsdale, New York
- Lois Bronze Children's Center
- Greenburgh Central School District Early Childhood Program
- Hamilton High School, Elmsford NY

Mentor

The Greenburgh Police Department Internship Program

Greenburgh Central School District

The William L. Carter Inspiration Program

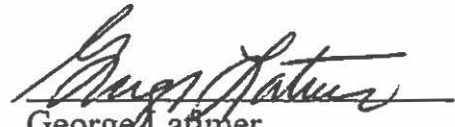
Woodlands High School Students

George Latimer
County Executive

WHEREAS, the term of Julieta Parra McPherson, as a member of the Westchester County Hispanic Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Julieta Parra McPherson, 18 Rivers Edge Drive, Apt. 309, Tarrytown, New York as a member of the Westchester County Hispanic Advisory Board, for the term May 2, 2022 to December 31, 2023.

Given under my hand
and seal this 2nd day
of May, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com

George Latimer
County Executive

May 2, 2022

Ms. Julieta Para-McPherson
18 Rivers Edge Drive. Apt 309
Tarrytown, NY 10591

Dear Ms. Parra-McPherson,

It is my pleasure to reappoint you to serve as a member of the Westchester County Hispanic Advisory Board effective today, Monday, May 2, 2022. This appointment is for a term to expire on December 31, 2023.

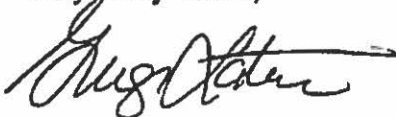
Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer
Westchester County Executive

GL/tts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

MEETING SIGN-IN SHEET

Hispanic American Advisory Board Meeting		Meeting Date:	2/9/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail
1 Robin Bikkal	Bikkal & Associates	914-806-3320	
2 Maria Valentin	Bikkal & Associates	914-424-3618	
3 Evelyn Santiago			
4 Theo Oshiro			
5 Sergio F. Sarmiento			
6 Wilhelmina McPherson			
7 Hector Lopez			
8 Denise Hinder			
9 Carmen Hernandez-Lopez			
10 Karine Padino			
11 Maria Trusa			
12 Wilfredo Lopez			
3 Jonathan Demasmo			

Govt Commissioner Leonora Torres
Legislator Nancy Bear

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	3/16/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Robin Bikkal	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com		
Carmen Martinez-Lopez	Westchester Comm. College		carmen.martinezlopez@suny-wcc.edu		
Denise Miranda	Attorney		dmmiranda.esq@gmail.com		
Hector Lopez	Police Officer		doc1081@aol.com		
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com		
Karine Patino	Attorney		karine.patino@gmail.com		
Maria Trusa	CEO –Health Center		mariatrusa3@gmail.com		
Luis Muniz	Retired Police Officer		Muniz139@optonline.net		
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com		
Sergio Serratto	Not-for profit employee		sergio.serrato@nyu.edu		
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com		
Guests: Helen May, Jamess Dress, Kara Merrill					
Comm. Thomas Gleason, & Emely Saltzman					

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	5/25/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Carmen Martinez-Lopez	Westchester Comm. College Dean		carmen.martinezlopez@sunywcc.edu	Excused	
David Duarte	Federal Govt. Employee	(914) 953-5983	duarte.d@outlook.com	Attended	
Denise Miranda	Attorney		dmmiranda.esq@gmail.com	Attended	
Evelyn Santiago	Retired teacher/advocate		latinateacher@hotmail.com	Excused	
Hector Lopez	Westchester County		doc1081@aol.com	Attended	
Jonathan Campozano, Esq.	WC Dept. of Law		jwcampozano@gmail.com		
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com	Attended	
Julieta McPherson Parra	Community Capital		jmcpherson@communitycapitalny.org	Attended	
Karine Patino	Attorney		karine.patino@gmail.com	Attended	
Luis Muniz	Retired Police Officer		Muniz139@optonline.net	Excused	
Maria Trusa	CEO		mariatrusa3@gmail.com	Excused	
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com	Attended	
Robin Bikkal, Esq.	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com	Attended	
Sergio Serratto	Not-for profit employee		sergio.serratto@nyu.edu	Attended	
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com	Attended	

Name	Organization	Phone #	E-mail		
Wilfredo Morel	Comm.Advocate/ artist- Peekskill Health Ctr		wmorel@hrhcare.org	Present	
Vanessa Agudelo	Comm. Advocate		vanessa.agudelo71@gmail.com		

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	6/22/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Carmen Martinez-Lopez	Westchester Comm. College Dean		carmen.martinezlopez@sunywcc.edu	Excused	
David Duarte	Federal Govt. Employee	(914) 953-5983	duarte.d@outlook.com	New Member Excused	
Denise Miranda	Attorney		dmmiranda.esq@gmail.com	Excused	
Evelyn Santiago	Retired teacher/advocate		latinateacher@hotmail.com	Attended	
Hector Lopez	Westchester County		doc1081@aol.com	Excused	
Jonathan Camposano, Esq.	WC Dept. of Law		jcampozano@gmail.com	Attended	
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com	Excused	
Julieta McPherson Parra	Community Capital		jmcpherson@communitycapitalny.org	Attended	
Karine Patino	Attorney		karine.patino@gmail.com		
Luis Muniz	Retired Police Officer		Muniz139@optonline.net		
Maria Trusa	CEO		mariatrusa3@gmail.com	Attended	
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com	Attended	
Mariana Jusufaj	City of New Rochelle MWBE liaison		mariana.jusufaj@gmail.com	New Member Excused	
Robin Bikkal, Esq.	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com	Attended	
Sergio Serratto	Not-for profit employee		sergio.serrato@nyu.edu	Attended	

Name	Organization	Phone #	E-mail		
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com	Excused	
Vanessa Agudelo	Comm. Advocate		vanessa.agudelo71@gmail.com		
Wilfredo Morel	Comm. Advocate/ artist- Peekskill Health Ctr		wmorel@hrhcare.org	Attended	

George Latimer
County Executive

WHEREAS, the term of Wilfredo Morel, as a member of the Westchester County Hispanic Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Wilfredo Morel, 758 Elm Street, Peekskill, New York as a member of the Westchester County Hispanic Advisory Board, for the term February 24, 2022 to December 31, 2023.

Given under my hand
and seal this 24th day
of February, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

February 24, 2022

Mr. Wilfredo Morel
758 Elm Street
Peekskill, NY 10566

Dear Mr. Morel,

It is my pleasure to reappoint you to serve as a member of the Westchester County Hispanic Advisory Board effective today, Thursday, February 24, 2022. This appointment is for a term to expire on December 31, 2023.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

George Latimer
Westchester County Executive

GL/tts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	2/9/22
Chairperson	Robin Bikkal	County Office Building	Virtual

	Name	Organization	Phone #	Email		
1	Robin Bikkal	Bikkal & Associates	914-806-3320			
2	Maria Valentin	Bikkal & Associates	914-424-3618			
3	Evelyn Santiago					
4	Theo Oskiro					
5	Sergio F. Samartino					
6	Julieta McPherson					
7	Hector Lopez					
8	Denise Miranda					
9	Carmen Hernandez-Lopez					
10	Karine Pastino					
11	Maria Trasa					
12	Wilfredo Huel					
13	Jonathan Camacho					

Just Commissioner Leonard Towns
Legislator Nancy Barr

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	3/16/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Robin Bikkal	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com		
Carmen Martinez-Lopez	Westchester Comm. College		carmen.martinezlopez@suny-wcc.edu		
Denise Miranda	Attorney		dmmiranda.esq@gmail.com		
Hector Lopez	Police Officer		doc1081@aol.com		
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com		
Karine Patino	Attorney		karine.patino@gmail.com		
Maria Trusa	CEO –Health Center		mariatrusa3@gmail.com		
Luis Muniz	Retired Police Officer		Muniz139@optonline.net		
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com		
Sergio Serratto	Not-for profit employee		sergio.serrato@nyu.edu		
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com		
Guests: Helen May, Jamess Dress, Kara Merrill					
Comm. Thomas Gleason, & Emely Saltzman					

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	5/25/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Carmen Martinez-Lopez	Westchester Comm. College Dean		carmen.martinezlopez@sunywcc.edu	Excused	
David Duarte	Federal Govt. Employee	(914) 953-5983	duarte.d@outlook.com	Attended	
Denise Miranda	Attorney		dmiranda.esq@gmail.com	Attended	
Evelyn Santiago	Retired teacher/advocate		latinateacher@hotmail.com	Excused	
Hector Lopez	Westchester County		doc1081@aol.com	Attended	
Jonathan Camposano, Esq.	WC Dept. of Law		jwcampozano@gmail.com		
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com	Attended	
Julieta McPherson Parra	Community Capital		jmcpherson@communitycapitalny.org	Attended	
Karine Patino	Attorney		karine.patino@gmail.com	Attended	
Luis Muniz	Retired Police Officer		Muniz139@optonline.net	Excused	
Maria Trusa	CEO		maria trusa3@gmail.com	Excused	
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com	Attended	
Robin Bikkal, Esq.	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com	Attended	
Sergio Serratto	Not-for profit employee		sergio.serratto@nyu.edu	Attended	
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com	Attended	

Name	Organization	Phone #	E-mail		
Wilfredo Morel	Comm.Advocate/ artist- Peekskill Health Ctr		wmorel@hrhcare.org	Present	
Vanessa Agudelo	Comm. Advocate		vanessa.agudelo71@gmail.com		

MEETING SIGN-IN SHEET

	Hispanic American Advisory Board Meeting	Meeting Date:	6/22/22
Chairperson	Robin Bikkal	County Office Building	Virtual

Name	Organization	Phone #	E-mail		
Carmen Martinez-Lopez	Westchester Comm. College Dean		carmen.martinezlopez@sunywcc.edu	Excused	
David Duarte	Federal Govt. Employee	(914) 953-5983	duarte.d@outlook.com	New Member Excused	
Denise Miranda	Attorney		dmmiranda.esq@gmail.com	Excused	
Evelyn Santiago	Retired teacher/advocate		latinateacher@hotmail.com	Attended	
Hector Lopez	Westchester County		doc1081@aol.com	Excused	
Jonathan Camposano, Esq.	WC Dept. of Law		jwcamposano@gmail.com	Attended	
Jorge Mejia	Business Owner		jorgemejiaofm@gmail.com	Excused	
Julieta McPherson Parra	Community Capital		jmcpherson@communitycapitalny.org	Attended	
Karine Patino	Attorney		karine.patino@gmail.com		
Luis Muniz	Retired Police Officer		Muniz139@optonline.net		
Maria Trusa	CEO		mariairusa3@gmail.com	Attended	
Maria Valentin	Bikkal & Associates		mvalentinlaw@gmail.com	Attended	
Mariana Jusufaj	City of New Rochelle MWBE liaison		mariana.jusufaj@gmail.com	New Member Excused	
Robin Bikkal, Esq.	Bikkal & Associates	914 806 3320	bikkal@sblawyers.com	Attended	
Sergio Serratto	Not-for profit employee		sergio.serrato@nyu.edu	Attended	

Name	Organization	Phone #	E-mail		
Theo Jose Oshiro	Make the Road Ex. Director		theo.oshiro@gmail.com	Excused	
Vanessa Agudelo	Comm. Advocate		vanessa.agudelo71@gmail.com		
Wilfredo Morel	Comm. Advocate/ artist- Peekskill Health Ctr		wmorel@hrhcare.org	Attended	

COUNTY OF WESTCHESTER
OATH OF OFFICE
For Appointees to County Boards and Commissions

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

ss.:

I, Wilfredo Lopez do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will
faithfully discharge the duties of the office of Hispanic Advisory in and for the
County of Westchester, according to the best of my ability.

Date: 5/11/2022

(Signature)

Sworn to and subscribed before me this 11th day of May,
2023.

Vilma R. Velez

(Signature)

Vilma Velez

(Print or Type Name)

Notary Public

(Title of Official Administering Oath)

VILMA R. VELEZ
Notary Public, State of New York
No 5010148
Qualified in Westchester County
Commission Expires 03/29/2023


Mail original Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

George Latimer
County Executive

WHEREAS, the term of Edward Doty, as a member of the Westchester County Council for Seniors, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Edward Doty, 15 Oak Avenue, Pelham, New York as the District 11 representative member of the Westchester County Council for Seniors, for the term June 27, 2022 to December 31, 2023.

Given under my hand
and seal this 27th day
of June, 2022.


George Latimer
County Executive

Office of the County Executive

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

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

westchestergov.com



George Latimer
County Executive

June 27, 2022

Mr. Edward Doty
15 Oak Avenue
Pelham, NY 10803

Dear Mr. Doty, 

It is my pleasure to reappoint you to serve as the Legislative District 11 representative on the Westchester County Council for Seniors, effective today, Monday, June 27, 2022, pursuant to the Laws of Westchester County § 157.03. This appointment is for a term to expire on December 31, 2023.

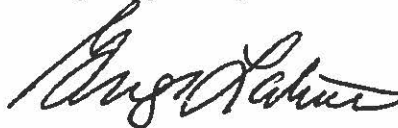
Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office and file it with the County Clerk prior to the next Council for Seniors meeting, and provide this office with a copy within 30 days. Please contact the Westchester County Department of Senior Programs and Services at (914) 813-6435 for the date, place, and time of the upcoming Council for Seniors meeting for your participation.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Mae Carpenter, Commissioner, Department of Senior Programs and Services
Joan McDonald, Director of Operations

Office of the County Executive

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

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

westchestergov.com

George Latimer
County Executive

July 11, 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 an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well to as adopt a related amended bond act ("Amended Bond Act") to finance the following six capital projects:

BCR5E – Infrastructure Improvements (2021–2025)
BCR57 – HQ Rooftop Air Handling Unit Replacement
BCR60 – HVAC Improvements and Upgrades
B0114 - Infrastructure Rehab, Valhalla Campus (2021–2025)
B0117 - Infrastructure Rehab, 450 Saw Mill River Road (2021–2025)
T0068 - Central Maintenance Facility Infrastructure

The proposed Capital Budget Amendment will amend the County's capital budget to increase the County share for B0117 by \$125,000. The Department of Public Works and Transportation ("Department") has advised that the increase is required as the value of the low bid received for construction of this project is higher than the budgeted amount.

The Amended Bond Act, in the total amount of \$18,005,000, which includes \$17,880,000 in previously authorized bonds of the County, would finance the cost of the planning, construction and/or construction management of various building system improvements, including:

- (i) HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex;
- (ii) replacement of eight rooftop air handlers and all associated mechanical and structural components for the Department of Correction;
- (iii) the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit;
- (iv) replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility;

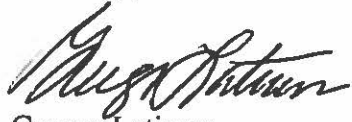
Office of the County Executive

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

Telephone: (914) 995-2900 E-mail: ceo@westchestergov.com

Based on the importance of this project to the County, favorable action on the proposed Bond Act and Capital Budget Amendment 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 transmission from the County Executive recommending approval by the County of Westchester ("County") of an act amending the County's current-year capital budget ("Capital Budget Amendment"), as well as adoption of a related amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to \$125,000 in bonds additional of the County to finance the following six capital projects:

BCR5E – Infrastructure Improvements (2021–2025)
BCR57 – HQ Rooftop Air Handling Unit Replacement
BCR60 – HVAC Improvements and Upgrades
B0114 - Infrastructure Rehab, Valhalla Campus (2021–2025)
B0117 - Infrastructure Rehab, 450 Saw Mill River Road (2021–2025)
T0068 - Central Maintenance Facility Infrastructure

The proposed Capital Budget Amendment will amend the County's capital budget to increase the County share for B0117 by \$125,000. The Department of Public Works and Transportation ("Department") has advised that the increase is required as the value of the low bid received for construction of this project is higher than the budgeted amount.

The Amended Bond Act, in the total amount of \$18,005,000, which includes \$17,880,000 in previously authorized bonds of the County, would finance the cost of the planning, construction and/or construction management of various building system improvements, including:

- (i) HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex;
- (ii) replacement of eight rooftop air handlers and all associated mechanical and structural components for the Department of Correction;
- (iii) the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit;

- (iv) replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility;
- (v) replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility;
- (vi) improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work; and
- (vii) the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla campus.

Cap ID	Project	Department	Additional Amount Requested	Request	Design Assignment	Time Frame (Months)	
						Design	Const
BCR5E	Infrastructure Improvements (2021–2025)	DOC	\$0	Design/CM/C	Staff	3	3
BCR57	HQ Rooftop Air Handling Unit Replacement	DOC	\$0	Design/CM/C	NYPA	6	9
BCR60	HVAC Improvements and Upgrades	DOC	\$0	Design/CM/C	NYPA	6	9
B0114	Infrastructure Rehab, Valhalla Campus (2021–2025)	DPW	\$0	Design/CM/C	NYPA	2	6
B0117	Infrastructure Rehab, 450 Saw Mill River Road (2021–2025)	DPW	\$125,000	Design/CM/C	Staff	2	6
T0068	Central Maintenance Facility Infrastructure	DOT	\$0	Design/CM/C	Staff	6	9

Total New Request:

\$125,000

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with the above-referenced projects as indicated in the annexed fact sheet and as follows: Bond Act No. 218-2021 was authorized in the amount of \$17,880,000. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 218-2021 be amended to

increase the amount authorized by \$125,000, for a total authorized amount, as amended, of \$18,005,000 and to revise the scope of Bond Act No. 218-2021 to include work associated with ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road.

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.

The Planning Department has advised your Committee that the Planning Board has previously reviewed B0117 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amended Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act.

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

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0117

☐ 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

BCR60, BCR57, BCR5E, T0068, B0114

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 18,005,000 PPU 10 Anticipated Interest Rate 2.58%

Anticipated Annual Cost (Principal and Interest): \$ 2,056,873

Total Debt Service (Annual Cost x Term): \$ 20,568,730

Finance Department: Interest rates from July 5, 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):

n/a

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 196

SECTION E - EXPECTED DESIGN WORK PROVIDER

☒ County Staff

☐ Consultant

☐ Not Applicable

Prepared by: Jonna Robins

Title: Program Administrator (Capital Plannin

Department: Public Works and Transportation


Date: 7/18/22

Reviewed By: 

Budget Director

Date: 7/19/22

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

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

DATE: June 29, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
B0117 Infrastructure Rehabilitation, 450 Saw Mill River Road, Ardsley (2021-
2025)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
06-21-2022 (Unique ID: 1979)

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;
- **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
Tami Altschiller, Assistant Chief Deputy County Attorney
Gideon Grande, Deputy Budget Director
Lorraine Marzola, Associate Budget Director
Gayle Katzman, First Deputy Commissioner
Jonna Robins, Program Administrator (Capital Planning Program)
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Kelly Sheehan, Assistant Commissioner *KS*

Date: June 28, 2022

RE: **Capital Budget Amendment –
B0117 Infrastructure Rehabilitation, 450 Saw Mill River Road, Ardsley**

The County Executive is requesting an amendment to the 2022 Capital Budget to modify the funding of the above project. Capital project B0117 Infrastructure Rehabilitation, 450 Saw Mill River Road, will fund the design, construction management and construction to address ventilation and humidity control at the Board of Elections warehouse.

A Capital Budget Amendment in the amount of \$125,000 is being requested to provide additional construction funding based upon the bids received for the project. The project includes the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work.

The Planning Board adopted a report on this project (rated PL2) at its meeting on July 8, 2021.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Norma V. Drummond, Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner

An Act amending the 2022 County
Capital Budget Appropriations for
Capital Project B0117 - Infrastructure
Rehab, 450 Saw Mill River Rd., Ardsley

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

Section 1. The Capital section of the 2022 County Budget is hereby amended as follows:

	Previous 2022 Appropriation	Change	Revised 2022 Appropriation
I. Appropriation	\$2,200,000	\$125,000	\$2,325,000

Section 2. The estimated method of financing in the Capital Section of the 2022 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	\$2,200,000	\$125,000	\$2,325,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$2,200,000	\$125,000	\$2,325,000

Section 3. The ACT shall take effect immediately.

REFERENCE BCR60
BCR57
BCR5E
T0068
B0117
B0114

ACT NO. -20 _____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT 218-2021 ADOPTED DECEMBER 7, 2021, IN RELATION TO THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY, AT THE MAXIMUM ESTIMATED COST OF \$18,005,000. (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$17,880,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the construction of various building system improvements in and for the County, pursuant to Act No. 218-2021 duly adopted on December 7, 2021; and

WHEREAS, it is has been determined that and additional \$125,000 is required to provide additional construction funding for the design, construction and construction management of ventilation improvements at the County-owned building located at 450 Saw Mill River Road in Ardsley (Project ID: B0117), and it is necessary to increase the amount of bonds to be issued and the appropriation for such project by \$125,000; and

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

SECTION (A) The bond act duly adopted by this Board on December 7, 2021, entitled:

“ACT NO. 218-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$17,880,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE

THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$17,880,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$17,880,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS

are hereby amended and consolidated to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$18,005,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$18,005,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$18,005,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$18,005,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and/or construction management of various building system improvements, to wit: HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex, the replacement of eight rooftop air handlers and all associated

mechanical and structural components for the Department of Corrections, the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit, replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility and the replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility, improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work, and the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla 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 total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$18,005,000. The plan of financing includes the issuance of \$18,005,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$18,005,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.13 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 total amount of \$18,005,000. 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 \$18,005,000 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 not earlier than January 1, 2022 and in accordance with Section 107.71 of the Westchester County Charter.

SECTION (B) The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

SECTION (C) This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL) The Clerk and Chief Administrative Office of the
County Board of Legislators County of Westchester,
New York

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 7, 2021 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$18,005,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$18,005,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$18,005,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 7, 2021 and amended on _____, 20_____)

object or purpose: to finance the cost of the planning, construction and/or construction management of various building system improvements, to wit: HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex, the replacement of eight rooftop air handlers and all associated mechanical and structural components for the Department of Corrections, the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit, replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility and the replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility, improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work, and the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla 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: \$18,005,000; thirty-five (35) 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



3705951.1 045751 LEG

CAPITAL PROJECT FACT SHEET

Project ID:* B0117	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 06-16-2022
Fact Sheet Year:* 2022	Project Title:* INFRASTRUCTURE REHABILITATION, 450 SAW MILL RIVER ROAD, ARDSLEY (2021-2025)	Legislative District ID: 12,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PUBLIC WORKS	CP Unique ID: 1979

Overall Project Description

This project funds rehabilitation and upgrades of the exterior, interior and site infrastructure.

- | | | |
|---------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| <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	2023	2024	2025	2026	Under Review
Gross	2,525	1,400	800	0	200	0	0	125
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,525	1,400	800	0	200	0	0	125

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

Current Bond Description: Funding is requested for design, construction management and construction to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley. The project includes the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	125,000
Cash:	0
Total:	\$ 125,000

SEQR Classification:

TYPE II

Amount Requested:

125,000

Comments:

A Capital Budget Amendment in the amount of \$125,000 (shown under review) is being requested to provide additional construction funding based upon the bids received for the project. (Amend BA #218-2021).

Energy Efficiencies:

THE INSTALLATION OF VARIABLE FREQUENCY DRIVES (VFDS) ON THE EXISTING SUPPLY AND EXHAUST FANS WILL PROVIDE MORE EFFICIENT ENERGY USAGE.

Appropriation History:

Year	Amount	Description
2021	1,400,000	REPLACEMENT OF THE FIRE SERVICE UTILITY LINE AND REHABILITATION OF THE CURTAIN WALL, STOREFRONT AND WINDOWS
2022	800,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR WORK AT THE BOARD OF ELECTIONS WAREHOUSE

Total Appropriation History:

2,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	22	1,400,000		0 INFRASTRUCTURE REHABILITATION, 450 SAW MILL RIVER ROAD, ARDSLEY (2021-2025)
21	218	800,000		0 HVAC IMPROVEMENTS, 450 SAW MILL RIVER RD

Total Financing History:

2,200,000

Recommended By:**Department of Planning**

WBB4

Date

06-21-2022

Department of Public Works

JZR7

Date

06-22-2022

Budget Department

GKGA

Date

06-23-2022

Requesting Department

JZR7

Date

06-23-2022

INFRASTRUCTURE REHABILITATION, 450 SAW MILL RIVER ROAD, ARDSLEY (2021-2025) (B0117)

User Department : Public Works

Managing Department(s) : Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	2,400	1,400		800		200			
Non County Share									
Total	2,400	1,400		800		200			

Project Description

This project funds rehabilitation and upgrades of the exterior, interior and site infrastructure.

Current Year Description

The current year request funds design, construction and construction management for work at the Board of Elections warehouse.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	800,000			800,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2021	1,400,000	Replacement of the fire service utility line and rehabilitation of the curtain wall, storefront and windows	DESIGN
Total	1,400,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,400,000		1,400,000
Total	1,400,000		1,400,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
22 21	1,400,000			1,400,000
Total	1,400,000			1,400,000

George Latimer
County Executive

July 25, 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 (the "Bond Act,") which, if adopted, would authorize the County of Westchester ("County") to issue up to \$1,000,000 in bonds of the County to finance the following capital project:


BLR13 – Labs & Research Infrastructure Improvements 2022-2026 ("BLR13").

The Department of Labs & Research (the "Department") has advised that this project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities. The current bonding request, in the amount of \$1,000,000, would fund the acquisition and replacement of new fume hoods in the labs. The Department has advised that fume hoods are ventilated enclosures that remove hazardous chemical fumes and volatile vapors from the laboratory. The existing fume hoods have exceeded their useful life and are in need of replacement. The Department expects this project to be completed by December, 2023.

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 capital project to the County, favorable action on the annexed proposed Bond Act is respectfully requested.

Sincerely,



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 \$1,000,000, to finance capital project BLR13 – Labs & Research Infrastructure Improvements 2022-2026 (“BLR13”).

The Department of Labs & Research (the “Department”) has advised that this project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities. The current bonding request, in the amount of \$1,000,000, would fund the acquisition and replacement of new fume hoods in the labs. The Department has advised that fume hoods are ventilated enclosures that remove hazardous chemical fumes and volatile vapors from the laboratory. The existing fume hoods have exceeded their useful life and are in need of replacement. The Department expects this project to be completed by December, 2023.

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 document 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. Accordingly, your Committee recommends approval of the proposed Bond Act.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLR13

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,000,000 PPU 5 Anticipated Interest Rate 2.10%

Anticipated Annual Cost (Principal and Interest): \$ 213,268

Total Debt Service (Annual Cost x Term): \$ 1,066,340

Finance Department: Interest rates from July 5, 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):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 10

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Diane Anton

Title: Chief Administrator

Department: Laboratories and Research


Date: 7/20/22

Reviewed By: [Signature]

Budget Director

Date: 7/20/22

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

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

DATE: June 29, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BLR13 Labs And Research Infrastructure Improvements (2022-2026)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-20-2022 (Unique ID: 1959)

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
Tami Altschiller, Assistant Chief Deputy County Attorney
Gideon Grande, Deputy Budget Director
Lorraine Marzola, Associate Budget Director
Gayle Katzman, First Deputy Commissioner
Jonna Robins, Program Administrator (Capital Planning Program)
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 \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT FOR THE DEPARTMENT OF LABS AND RESEARCH FACILITIES LOCATED AT THE COUNTY'S VALHALLA CAMPUS AT GRASSLANDS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$1,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of equipment for the Department of Labs and Research Facilities located at the County's Valhalla

Campus at Grasslands; including the acquisition and replacement of new fume hoods in the labs; 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 specific object or purpose, including preliminary costs and costs incidental thereto, and the financing thereof is \$1,000,000. The plan of financing includes the issuance of \$1,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 32 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes

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

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property 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 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

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

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

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT FOR THE DEPARTMENT OF LABS AND RESEARCH FACILITIES LOCATED AT THE COUNTY'S VALHALLA CAMPUS AT GRASSLANDS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of the acquisition of equipment for the Department of Labs and Research Facilities located at the County's Valhalla Campus at Grasslands; including the acquisition and replacement of new fume hoods in the labs; all as set forth in the County's current year Capital Budget, as amended

amount of obligations to be issued:

and period of probable usefulness: \$1,000,000; 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:*

BLR13

☐ CBA

Fact Sheet Date:*

05-13-2022

Fact Sheet Year:*

2022

Project Title:*

LABS AND RESEARCH
INFRASTRUCTURE IMPROVEMENTS
(2022-2026)

Legislative District ID:

3,

Category*

BUILDINGS, LAND &
MISCELLANEOUS

Department:*

LABS AND RESEARCH

CP Unique ID:

1959

Overall Project Description

This project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities.

☐ Best Management Practices

☐ Energy Efficiencies

☒ Infrastructure

☒ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	1,000	0	1,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,000	0	1,000	0	0	0	0	0

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

Current Bond Description: This request will fund the acquisition and replacement of new fume hoods in the labs.

Financing Plan for Current Request:

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

SEQR Classification:

TYPE II

Amount Requested:

1,000,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,000,000	MODIFICATION OF EXISTING OFFICE AND LABORATORY SPACE TO ACCOMMODATE CHANGES IN WORKFLOWS, INSTRUMENTATION, EQUIPMENT, AND/OR PERSONNEL

Total Appropriation History:

1,000,000

Total Financing History:

0

Recommended By:

Department of Planning
WBB4

Date
05-20-2022

Department of Public Works
GGKK

Date
05-23-2022

Budget Department
LMY1

Date
05-23-2022

Requesting Department
DAA1

Date
06-22-2022

LABS AND RESEARCH INFRASTRUCTURE IMPROVEMENTS (2022-2026) (BLR13)

User Department : Labs and Research

Managing Department(s) : Labs and Research ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	1,000			1,000					
Non County Share									
Total	1,000			1,000					

Project Description

This project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities.

Current Year Description

The current year request funds modification of existing office and laboratory space to accommodate changes in workflows, instrumentation, equipment, and/or personnel.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	1,000,000			1,000,000

Impact on Operating Budget

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

CAPITAL PROJECT FACT SHEET

Project ID:* BLR13	<input type="checkbox"/> CBA	Fact Sheet Date:* 05-13-2022
Fact Sheet Year:* 2022	Project Title:* LABS AND RESEARCH INFRASTRUCTURE IMPROVEMENTS (2022-2026)	Legislative District ID: 3.
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* LABS AND RESEARCH	CP Unique ID: 1959

Overall Project Description

This project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	1,000	0	1,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,000	0	1,000	0	0	0	0	0

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

Current Bond Description: This request will fund the acquisition and replacement of new fume hoods in the labs.

Financing Plan for Current Request:

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

SEQR Classification:

TYPE II

Amount Requested:

1,000,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,000,000	MODIFICATION OF EXISTING OFFICE AND LABORATORY SPACE TO ACCOMMODATE CHANGES IN WORKFLOWS, INSTRUMENTATION, EQUIPMENT, AND/OR PERSONNEL

Total Appropriation History:

1,000,000

Total Financing History:

0

Recommended By:

Department of Planning
WBB4

Date
05-20-2022

Department of Public Works
GGKK

Date
05-23-2022

Budget Department
LMYI

Date
05-23-2022

Requesting Department
DAAI

Date
06-22-2022

LABS AND RESEARCH INFRASTRUCTURE IMPROVEMENTS (2022-2026) (BLR13)

User Department : Labs and Research

Managing Department(s) : Labs and Research ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	1,000			1,000					
Non County Share									
Total	1,000			1,000					

Project Description

This project will fund a multi-year cycle of infrastructure improvements, interior and exterior, to the facilities.

Current Year Description

The current year request funds modification of existing office and laboratory space to accommodate changes in workflows, instrumentation, equipment, and/or personnel.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	1,000,000			1,000,000

Impact on Operating Budget

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



George Latimer
County Executive

July 19, 2022

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

Dear Honorable Members of the Board of Legislators:

On March 8, 2021, your Honorable Board approved Act No. 2021 - 30 ("Act 2021 - 30"), which authorized the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("IMA" or "Agreement") with the Hawthorne Fire District ("District"), for the provision of fire suppression services at Grasslands Campus, for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided by the District, the County was authorized to pay the District the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The Agreement authorized by Act 2021-30 has not been executed.

I have been advised that there has been a significant increase over the last two years in the volume of services being requested by the County at the Grasslands Campus, and as result the District found it necessary to purchase additional fire suppression equipment ("Additional Equipment") in the amount of Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars. This Additional Equipment directly helps address the increase in the volume of calls being made by the County for assistance.

Accordingly, transmitted herewith for your consideration is an Act, which if adopted by your Honorable Board, would authorize an amendment to Act 2021 - 30, in order to increase the not to exceed amount by Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars to a new not to exceed amount of Sixty Nine Thousand Six Hundred Twenty-Four and 00/100 (\$69,624.00) Dollars, in order to compensate the District for the purchase of the Additional Equipment. All other terms and conditions of Act 2021 - 30 shall remain unchanged and in full force and effect.

The Planning Department has advised that based on its review the above contract is a "Type II" action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5(c)(26). Type II actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

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

Very truly yours,



George Latimer
County Executive

GL/RGW/cmc
Attachments

**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 amendment Act No. 2021 – 30 (“Act 2021 – 30”). On March 8, 2021, your Honorable Board approved Act 2021 - 30, which authorized the County of Westchester (“County”), acting by and through its Department of Emergency Services (“DES”) to enter into an intermunicipal agreement with the Hawthorne Fire District (“District”), for the provision of fire suppression services at Grasslands Campus, for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided by the District, the County was authorized to pay the District an amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The Agreement authorized by Act 2021-30 has not been executed.

Your Committee has been advised that there has been a significant increase over the last two years in the volume of services being requested by the County at the Grasslands Campus, and as a result the District found it necessary to purchase additional fire suppression equipment (“Additional Equipment”) in the amount of Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars. This Additional Equipment directly helps address the increase in the volume of calls being made by the County for assistance.

Accordingly, transmitted herewith for your consideration is an Act, which if adopted by your Honorable Board, would authorize an amendment to Act 2021 - 30, in order to increase the not to exceed amount by Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars to a new not to exceed amount of Sixty Nine Thousand Six Hundred Twenty-Four and 00/100 (\$69,624.00) Dollars in order to compensate the District for the purchase of the Additional

Equipment. Your Committee is advised that all other terms and conditions of Act 2021 - 30 shall remain unchanged and in full force and effect.

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

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

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

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C:CMC.07.19.2022

TO: Carla Chaves, Assistant County Attorney
Department of Law

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



DATE: July 15, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR HAWTHORNE
FIRE DISTRICT AGREEMENT AMENDMENT**

PROJECT/ACTION: Amendment of a prior act authorizing an agreement with the Hawthorne Fire District for fire suppression services for the years 2021-2022 to increase the amount payable in order to compensate the district for the purchase of additional equipment needed to fulfill its duties with the County.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- ☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(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/cnm

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

FISCAL IMPACT STATEMENT

SUBJECT: Amendment Hawthorne Fire District

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 43,624

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101_20_1000_4420

Potential Related Operating Budget Expenses:

Annual Amount \$43,624

Describe: An Amendment of Act No.2021-30 in order to increase the NTE aggregate amount by an additional \$43,624 to compensate the District for the purchase of additional fire suppression equipment required to address the increased volume of services at the Grasslands Campus.

Potential Related Operating Budget Revenues:

Annual Amount N/A

Describe:

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: July 21, 2022

Reviewed By: 

PH

Budget Director

Date:

7/21/22

ACT NO. 2022-_____

AN ACT amending Act No. 2021 -30, which authorized the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, in order to increase the not to exceed aggregate amount by Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars to compensate the District for the purchase of additional fire suppression equipment.

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

Section 1. Section 2 of Act No. 2021 – 30 is hereby deleted in its entirety and the following is inserted in its place:

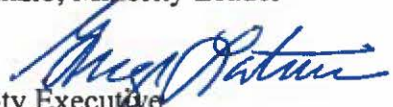
“§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Campus. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. As additional consideration for the services to be provided, the District will be paid an additional amount not to exceed Forty Three Thousand Six Hundred Twenty Four and 00/100 (\$43,624.00) Dollars to compensate the District for the purchase of additional fire suppression equipment, bringing the total amount to be paid to the District to Sixty Nine Thousand Six Hundred Twenty-Four and 00/100 (\$69,624.00) Dollars.”

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

§3. This Act shall take effect immediately.

July 28, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Bond Act (Amended) – BIT32 – Radio System Replacement.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators August 1, 2022 Agenda.

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act"), which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of \$8,500,000 and expand the scope of services in connection with the following capital project: BIT32.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 29, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

July 28, 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 an amended bond act (the "Amended Bond Act"), which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of \$8,500,000 and expand the scope of services in connection with the following capital project:

BIT32 – Radio System Replacement ("BIT32").

The Amended Bond Act, in the total amount of \$32,018,183, which includes \$23,518,183 in previously authorized bonds of the County, would provide \$8,500,000 in additional funding for BIT32, including funding for the acquisition of equipment, assets, and services needed to complete the replacement and expansion of County emergency communications systems, which enable fire, EMS, police, and other emergency personnel dispatch and communication. The Amended Bond Act will also expand the scope of services under BIT32 to include the design of structures at the Montrose Station Road site (the "Site") located in Blue Mountain Reservation (the "Park") as part of the County's Voice Radio Communications Systems Replacement Project (the "Project").

The Department of Information Technology (the "Department") has advised that it oversees the Project for the Department of Emergency Services ("DES"), the Department of Public Safety ("DPS"), and the Department of Public Works and Transportation ("DPWT"). The Department has advised that the purpose of the Project is the replacement, expansion and evolution of the County's vital public safety voice radio communication systems which are relied upon by DES, DPS, and DPWT Bee Line transit operations, and by municipal fire, emergency medical services ("EMS"), hospitals, and emergency management agencies. These communication systems operate 24 hours a day, seven days a week. Through the Project, the County is providing mission critical radio systems for first responders and transit personnel.

The Amended Bond Act, if approved by your Honorable Board, would, *inter alia*, finance the design of structures to be constructed, operated and maintained at the Site in the Park. These structures include a 180' radio tower, a 12' by 24' equipment shelter, a generator and a load bank, which will be constructed within a fenced enclosed compound off Montrose Station Road in the Town of Cortlandt (the "Radio Site Equipment"). The Radio Site Equipment, and in particular the antennas located on the tower, will operate as part of the County trunked and paging radio systems.

The Radio Site Equipment will provide public safety radio communication services within the Park and the surrounding communities. Moreover, the Radio Site Equipment will provide reliable on-street portable (hand held) radio coverage for first responders when performing their duties in the Park and surrounding communities.

DES has advised that its emergency communications center, commonly referred to as “60 Control”, will use the Radio Site Equipment to provide dispatch and public safety communication services for fire departments and EMS agencies who respond to emergencies in the Park, as well as in the surrounding communities. In addition, DES has advised that it will use the Radio Site Equipment to manage mutual aid responses for fire departments and EMS agencies in the Park, as well as in the surrounding communities. Moreover, DES has advised that it has dispatched municipal fire and EMS agencies to the Park in response to calls for advanced life support, basic life support, assistance with finding lost persons, and rescue services. In addition, DES has dispatched municipal fire and EMS agencies to the Park in response to mutual aid fire and EMS events, alarms, hazards involving wires, and brush/wood fires.

DPS has advised that it intends to utilize the trunked radio system operating through the Radio Site Equipment, in combination with the County F1/F3 radio system, for public safety communications for its officers and seasonal park rangers stationed in the Park, as well as to assist its officers who provide supplemental police patrol in the Town of Cortlandt (the “Town”). DPS currently has an inter-municipal agreement with the Town to provide supplemental policing services to the Town for a term commencing on February 1, 2020 and terminating on January 31, 2025, which was approved by your Honorable Board by Act No. 2019-240 at a meeting duly held on December 3, 2019. The trunked radio system has the advantage of providing DPS with on-street portable radio coverage for public safety communications. DPS, which is responsible for protecting County properties, including the County’s vast parks system, has advised that it provides year-round public safety services within the Park, including routine inspections and patrols. Moreover, DPS has historically responded to calls for service in the Park that include alarms, suspicious activity, packages, or vehicles, people remaining in the Park after dark, animal complaints, lost or missing persons, illegal dumping, harassing or disorderly conduct, and larceny, and aiding persons in need of medical attention. Additionally, DPS has advised that its seasonal park rangers provide invaluable services for the Park and Park patrons, including being the first set of eyes and ears for the County police, assisting Park users, providing information on Park rules and procedures, helping with lost children, performing basic first aid, and making regular security checks. DPS intends to utilize the trunked radio system operating through the Radio Site Equipment, in combination with the County F1/F3 system, for its seasonal park rangers stationed in the Park who are only equipped with a portable radio.

In addition, having the Radio Site Equipment in the Park will benefit the Park and Park patrons because the closer the first responders are to the Radio Site Equipment, the better the signal quality and reliability they will have on their radios and pagers, and the better the response they will be able to provide to calls and emergencies within the Park. Therefore, the Radio Site Equipment will benefit the Park because it will keep the Park, its buildings, facilities and patrons safe and secure, and this will assure Park patron a safe and enjoyable experience while at the Park.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance prior components of BIT32, as follows: Bond Act No. 203-2020 in the amount of \$22,338,183, which increased the total aggregate amount of funding under BIT32 by \$1,180,000 and consolidated the unsold debt under Bond Act Nos. 109-2018, 111-2018, 112-

2018, 115-2018, 146-2019, 147-2019 and 148-20 into one amended bond act for a total authorized amount, as amended, of \$22,338,183; and Bond Act No. 208-2021, which amended Bond Act No. 203-2020 to increase the total amount authorized by \$1,180,000, for a total authorized amount, as amended, of \$23,518,183. It should be noted that \$2,341,577 in obligations authorized by Bond Act No. 208-2021 have already been sold. It is now requested that Bond Act No. 208-2021 be amended to increase the total amount authorized by \$8,500,000, for a new total authorized amount, as amended, of \$32,018,183, and to expand the scope of services to include design services associated with the Project.

Upon receipt by the Department of bonding authorization, design shall be scheduled and is anticipated to take four (4) months and will be completed by outside consultants. Construction is estimated to take eight (8) months and shall begin after all necessary legal approvals are obtained, including the future approval of construction funding by your Honorable Board and the award and execution of the construction contracts.

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 capital project to the County, favorable action on the annexed proposed Amended Bond Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

GL/MB/RN/JPG
Attachments

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

Your Committee is in receipt of an amended bond act ("Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of \$8,500,000 to finance a component of capital project BIT32 - Radio System Replacement ("BIT32"), as well as expand the scope of services under BIT32.

Your Committee is advised that the Amended Bond Act, in the total amount of \$32,018,183, which includes \$23,518,183 in previously authorized bonds of the County, would provide \$8,500,000 in additional funding for BIT32, including funding for the acquisition of equipment, assets, and services needed to complete the replacement and expansion of County emergency communications systems, which enable fire, EMS, police, and other emergency personnel dispatch and communication. The Amended Bond Act will also expand the scope of services under BIT32 to include the design of structures at the Montrose Station Road site (the "Site") located in Blue Mountain Reservation (the "Park") as part of the County's Voice Radio Communications Systems Replacement Project (the "Project").

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Your Committee is advised that the Amended Bond Act, if approved by your Honorable Board, would, *inter alia*, finance the design of structures to be constructed, operated and maintained at the Site in the Park. These structures include a 180' radio tower, a 12' by 24'

equipment shelter, a generator and a load bank, which will be constructed within a fenced enclosed compound off Montrose Station Road in the Town of Cortlandt (the “Radio Site Equipment”). The Radio Site Equipment, and in particular the antennas located on the tower, will operate as part of the County trunked and paging radio systems. The Radio Site Equipment will provide public safety radio communication services within the Park and the surrounding communities. Moreover, the Radio Site Equipment will provide reliable on-street portable (hand held) radio coverage for first responders when performing their duties in the Park and surrounding communities.

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DPS has advised that it intends to utilize the trunked radio system operating through the Radio Site Equipment, in combination with the County F1/F3 radio system, for public safety communications for its officers and seasonal park rangers stationed in the Park, as well as to assist its officers who provide supplemental police patrol in the Town of Cortlandt (the “Town”). DPS currently has an inter-municipal agreement with the Town to provide supplemental policing services to the Town for a term commencing on February 1, 2020 and terminating on January 31, 2025, which was approved by your Honorable Board by Act No. 2019-240 at a meeting duly held on December 3, 2019. The trunked radio system has the advantage of providing DPS with on-street portable radio coverage for public safety communications. DPS, which is responsible for protecting County properties, including the County’s vast parks system, has advised that it provides year-round public safety services within the Park, including routine inspections and patrols. Moreover, DPS has historically responded to calls for service in the Park that include alarms, suspicious activity, packages, or vehicles, people remaining in the Park after dark, animal

complaints, lost or missing persons, illegal dumping, harassing or disorderly conduct, and larceny, and aiding persons in need of medical attention. Additionally, DPS has advised that its seasonal park rangers provide invaluable services for the Park and Park patrons, including being the first set of eyes and ears for the County police, assisting Park users, providing information on Park rules and procedures, helping with lost children, performing basic first aid, and making regular security checks. DPS intends to utilize the trunked radio system operating through the County Equipment, in combination with the County F1/F3 system, for the seasonal park rangers stationed in the Park who are only equipped with a portable radio.

Your Committee is advised that having the Radio Site Equipment in the Park will benefit the Park and Park patrons because the closer the first responders are to the Radio Site Equipment, the better signal quality and reliability they will have on their radios and pagers, and the better the response they will be able to provide to calls and emergencies within the Park. Therefore, the Radio Site Equipment will benefit the Park because it will keep the Park, its buildings, facilities and patrons safe and secure, and this will assure Park patron a safe and enjoyable experience while at the Park.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance prior components of BIT32, as follows: Bond Act No. 203-2020 in the amount of \$22,338,183, which increased the total aggregate amount of funding under BIT32 by \$1,180,000 and consolidated the unsold debt under Bond Act Nos. 109-2018, 111-2018, 112-2018, 115-2018, 146-2019, 147-2019 and 148-20 into one amended bond act for a total authorized amount, as amended, of \$22,338,183; and Bond Act No. 208-2021, which amended Bond Act No. 203-2020 to increase the total amount authorized by \$1,180,000, for a total authorized amount, as amended, of \$23,518,183. It should be noted that \$2,341,577 in obligations authorized by Bond Act No. 208-2021 have already been sold. It is now requested that Bond Act No. 208-2021 be amended to increase the total amount authorized by \$8,500,000, for a new total authorized amount, as amended, of \$32,018,183, and to expand the scope of services to include design services associated with the Project.

Upon receipt by the Department of bonding authorization, design shall be scheduled and is anticipated to take four (4) months and will be completed by outside consultants. Construction

is estimated to take eight (8) months and shall begin after all necessary legal approvals are obtained, including the future approval of construction funding by your Honorable Board and the award and execution of the construction contracts.

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 (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQRA Status Sheet and concurs with this conclusion.

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

Dated: _____, 2022
White Plains, New York

C:\jpg\07-26-22
COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BIT32

☒ 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 \$ 32,018,183 PPU 10 Anticipated Interest Rate 2.21%

Anticipated Annual Cost (Principal and Interest): \$ 359,245

Total Debt Service (Annual Cost x Term): \$ 3,592,450

Finance Department: Interest rates from July 28, 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):

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: Donna Montera

Title: Director of Admin Services

Department: Information Technology


Date: 7/28/22

Reviewed By: 

Budget Director

Date: 7/28/22

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

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

DATE: July 26, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BIT32 RADIO SYSTEM REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 07-25-2022 (Unique ID: 1961)

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;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;
- **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;
- **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: The physical components covered under the Type II classification only applies to installation or replacement of equipment on or within existing structures, which may include shelter equipment, utilities, small dish antennas, repeater boxes and in-kind replacement antennas. It does not include expansion by adding new sites to the County wireless system or additional antennas or towers at existing sites. The current request will also provide funding for engineering and design of a new radio tower. Further environmental review will be required following design and prior to authorization of any new construction.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Lawrence Soule, Budget Director
Marguerite Beirne, Chief Information Officer
Lorraine Marzola, Associate Budget Director
Adam Epstein, Program Coordinator, Radio Systems
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 208-2021, ADOPTED NOVEMBER 22, 2021, AUTHORIZING THE ISSUANCE OF \$23,518,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$23,518,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$23,518,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__).

Recitals

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance various elements of Capital Project BIT32 pursuant to Act Nos. 109-2018, 110-2018, 111-2018, 112-2018, 113-2018, 114-2018 and 115-2018 duly adopted on July 16, 2018, including amendments to 110-2018, 113-2018 and 114-2018 by amending bond acts 146-2019, 147-2019 and 148-2019 duly adopted on July 15, 2019 (collectively, the "Previous Bond Acts"),

WHEREAS, on November 9, 2020, the Board adopted Bond Act No. 203-20 which (i) amended Bond Act 109-2018 to expand the scope of project to be financed pursuant to

such bond act to encompass all project elements as collectively authorized in the Previous Bond Acts, and (ii) revoked the Previous Bond Acts, except for 109-2018 which was amended hereby, to the extent of authorized but unissued amounts of bonds pursuant to each respective bond act;

WHEREAS, on November 22, 2021, the Board adopted Bond Act No. 208-2021, to increase the appropriation for the project by \$2,360,000 for increased costs of such project; and

WHEREAS, it is now necessary to (i) expand and revise the scope of the project and (ii) increase the appropriation for the project by \$8,500,000, including increasing the total maximum cost and the amount of bonds authorized in connection therewith; and

WHEREAS, in order to accomplish such purposes it is necessary to amend and restate Bond Act 208-2021 to (i) expand and revise the scope of the project and (ii) increase the appropriation for such project by \$8,500,000 for increased costs in connection therewith;

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), TO AMEND AND RESTATE BOND ACT NO. 208-2021 IN ITS ENTIRETY AS FOLLOWS:

BOND ACT AUTHORIZING THE ISSUANCE OF \$32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED

MAXIMUM COST THEREOF IS \$32,018,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$32,018,183 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the radio system replacement project for the Department of Information Technology; all as collectively set forth in section 1 of each of the Previous Bond Acts, the County's 2021 Capital Budget, the County's current year Capital Budget, and includes any new or additional costs in connection with the project. To the extent that the County has previously issued bonds pursuant to each of the Previous Bond Acts as detailed in column E of the attached Schedule I, the proceeds of such previously issued bonds shall only be expended for the scope of the project as set forth in the respective bond act, from which such proceeds are derived, when originally adopted and/or amended as set forth in column A of Schedule I. The total estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing

thereof is \$32,018,183. The plan of financing includes the issuance of \$32,018,183 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of said class of objects or purposes, within the limitations of Section 11.00 a. 25 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 \$32,018,183. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds

herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property 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 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

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

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

Section 7. This Act shall take effect not earlier than January 1, 2022 and in accordance with Section 107.71 of the Westchester County Charter.

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act which is published herewith, has been adopted by the Board of Legislators on November 21, 2021 and amended and restated on _____, 2022 and approved, as amended and restated, by the County Executive on _____, 2022 and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the amended and restated Bond Act 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.

Dated: _____, 20____
White Plains, New York

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

SCHEDULE I - BIT32 CAPITAL PROJECTS[illegible]

THE
BUDGET
FOR 1885-86

Project ID:* BIT32	<input type="checkbox"/> CBA	Fact Sheet Date:* 05-17-2022
Fact Sheet Year:* 2022	Project Title:* RADIO SYSTEM REPLACEMENT	Legislative District ID:
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* INFORMATION TECHNOLOGY	CP Unique ID: 1961

Overall Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	61,700	56,980	1,180	1,180	1,180	1,180	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	61,700	56,980	1,180	1,180	1,180	1,180	0	0

Expended/Obligated Amount (in thousands) as of : 46,531

Current Bond Description: Bonding is requested to fund the cost of equipment, assets, and services needed to complete the replacement and initial expansion of County emergency communications systems, and fund the cost of equipment, assets, and services needed to continue expansion of these systems which enable fire, EMS, police, and other emergency personnel dispatch and communication. Installation of the equipment shall be limited to locations that are within or on existing structures. Services needed for the project shall now also include engineering and design of a radio site with a tower, equipment shelter, and related infrastructure and equipment located on Montrose Station Rd in the Town of Cortlandt.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	8,500,000
Cash:	0
Total:	\$ 8,500,000

SEQR Classification:

TYPE II

Amount Requested:

8,500,000

Comments:

We are requesting an upward amendment to 21-208 from 23,518,183 to a new total of 32,018,183. To the extent the project requires the construction of new and / or expanded structures, such actions require further environmental review in accordance with the SEQR Act and amendment of this bond authorization by the Board of Legislators.

Energy Efficiencies:

Year	Amount	Description
2014	6,000,000	PHASE I AND II
2015	2,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2016	6,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2017	8,000,000	CONTINUATION OF THIS PROJECT
2018	25,300,000	IMPLEMENTATION OF STUDY RECOMMENDATIONS
2020	8,500,000	CONTINUATION OF THIS PROJECT
2021	1,180,000	CONTINUATION OF THIS PROJECT
2022	1,180,000	IMPLEMENTATION SERVICES

Total Appropriation History:

58,160,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	74	300,000	290,027	RADIO SYSTEM REPLACEMENT - PHASE I & II OF COUNTY WIRELESS SYSTEM
18	110	0	0	TRUNKED RADIO SYSTEM SIMULCAST CONTROL & REMOTE SITE EQUIPMENT
18	111	4,912,714	4,912,714	REPLACEMENT OF MOBILE (VEHICLE-MOUNTED) RADIOS USED BY EMERGENCY PERSONNEL
18	112	4,574,033	4,574,033	REPLACEMENT OF PORTABLE AND BASE STATION RADIOS USED BY EMERGENCY PERSONNEL
18	113	0	0	REPLACEMENT OF RADIO DISPATCH AND COMMUNICATION SYSTEMS USED BY COUNTY POLICE
18	109	3,659,830	3,659,830	REPLACEMENT OF COUNTY'S WIRELESS RADIO SYSTEM FOR FIRE, EMS, POLICE, AND OTHER EMERGENCY PERSONNEL
18	114	3,325,914	3,325,914	REPLACEMENT OF WIRELESS RADIO SYSTEM INCLUDING VOICE RADIO PAGING SYSTEM
18	115	3,392,332	3,392,332	INTEGRATE TRUNKED RADIO SYSTEM WITH TRANSPORTATION COMMUNICATION SYSTEM
19	146	4,247,540	4,247,540	REPLACEMENT OF TRUNKED RADIO SYSTEM FOR EMERGENCY SERVICE COMMUNICATION
19	147	1,729,454	1,729,454	REPLACEMENT OF RADIO DISPATCH & COMMUNICATION SYSTEMS USED BY COUNTY POLICE
19	148	0	0	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPATCH FIRE DEPARTMENTS & EMS AGENCIES
20	203	0	0	
21	208	23,518,183	2,341,577	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPATCH FIRE DEPARTMENTS & EMS AGENCIES

Total Financing History:

49,660,000

Department of Planning
WBB4

Date
07-25-2022

Department of Public Works
RJB4

Date
07-26-2022

Budget Department
LMY1

Date
07-26-2022

Requesting Department
DDMK

Date
07-26-2022

RADIO SYSTEM REPLACEMENT (BIT32)

User Department : Information Technology

Managing Department(s) : Information Technology ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	61,700	56,980	46,526	1,180	1,180	1,180	1,180		
Non County Share									
Total	61,700	56,980	46,526	1,180	1,180	1,180	1,180		

Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

Current Year Description

The current year request funds implementation services.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	1,180,000			1,180,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2014	6,000,000	Phase I and II	IN PROGRESS
2015	2,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2016	6,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2017	8,000,000	Continuation of this project	IN PROGRESS
2018	25,300,000	Implementation of study recommendations	IN PROGRESS
2020	8,500,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	1,180,000	Continuation of this project	IN PROGRESS
Total	56,980,000		

RADIO SYSTEM REPLACEMENT (BIT32)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	56,980,000	28,473,422	28,506,578
Total	56,980,000	28,473,422	28,506,578

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
74 14	300,000	12/15/17	165,292	9,973
		12/15/17	30,349	
		12/15/17	256	
		12/10/18	94,129	
109 18	3,659,830	12/10/19	3,056,289	
		12/10/19	603,541	
110 18				
111 18	4,912,714	12/10/19	4,102,561	
		12/10/19	810,153	
112 18	4,574,033	12/10/19	3,819,731	
		12/10/19	754,302	
113 18				
114 18	3,325,914	12/10/19	2,777,439	
		12/10/19	548,475	
115 18	3,392,332	12/10/19	2,832,904	
		12/10/19	559,428	
146 19	4,247,540	12/10/19	3,547,080	
		12/10/19	700,460	
147 19	1,729,454	12/10/19	1,444,251	
		12/10/19	285,203	
148 19				
203 20				
208 21	23,518,183			23,518,183
Total	49,660,000		26,131,844	23,528,156

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

July 12, 2022

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

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP ("Sheppard Mullin" or the "Firm") for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 ("*Yonkers Contracting*"), by increasing the not-to-exceed amount authorized thereunder by an additional \$100,000.00 and by extending the term thereof through December 31, 2023.

By way of background, on February 26, 2018 by Act No. 2018-18, your Honorable Board authorized the County to enter into a retainer agreement with the law firm of Pepper Hamilton, LLP ("Pepper Hamilton"), pursuant to which Pepper Hamilton agreed to defend the County against claims commenced against it and to prosecute appropriate cross-claims in the *Yonkers Contracting* matter for a term commencing on January 11, 2018 and continuing through January 10, 2021 (the "Agreement"). In consideration for services rendered, your Honorable authorized the County to pay Pepper Hamilton an amount not-to-exceed \$150,000.00 at agreed upon rates.

Thereafter, on May 6, 2019 by Act No. 2019-83, your Honorable Board authorized the County to pay Pepper Hamilton an additional amount not-to-exceed of \$200,000.00, increasing the total contract amount to \$350,000.00.

Then, on October 7, 2019 by Act No. 2019-198, your Honorable Board authorized the County to pay Pepper Hamilton an additional amount not-to-exceed of \$265,000.00, increasing the total contract amount to \$615,000.00.

Thereafter, on May 18, 2020 by Act No. 2020-89, your Honorable Board authorized the County to: 1) further amend the Agreement with Pepper Hamilton by increasing the not-to-

exceed cap thereunder by an additional \$69,100 to compensate Pepper Hamilton for legal services rendered through April 1, 2020; 2) consent to the assignment of the Agreement with Pepper Hamilton to the law firm of Sheppard Mullin, effective April 2, 2020; and 3) amend the Agreement, as assigned to Sheppard Mullin, to increase the not-to-exceed amount thereunder by an additional \$175,000.00.

Subsequently, on February 22, 2021, by Act No. 2021- 27, your Honorable Board authorized the County to extend the term of the Agreement with Sheppard Mullin through December 31, 2021.

Most recently, on December 7, 2021, by Act No. 2021- 214, your Honorable Board authorized the County to increase the not-to-exceed amount under the Agreement with Sheppard Mullin by \$150,000.00 and extend the term thereof through December 31, 2022.

I am advised that the County has exceeded its previous payment authorization and that there is an outstanding invoice from the Firm that has yet to be paid. In order to have sufficient funds available to pay Sheppard Mullin for services previously rendered, as well as for any services that may be needed going forward, it is necessary to increase the not-to-exceed cap by an additional \$100,000.00, bringing the total aggregate cost of the Agreement, as previously amended and assigned, from an amount not-to-exceed \$1,009,100.00, to an amount not-to-exceed \$1,109,100.00.

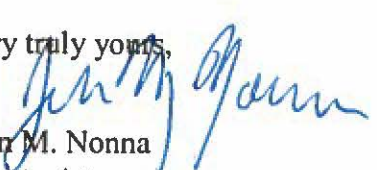
For the services rendered to the County by Sheppard Mullin, the Firm will paid at the agreed upon rates as follows: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

In addition, the Agreement with Sheppard Mullin is due to expire December 31, 2022. As the *Yonkers Contracting* case is still ongoing, the County continues to need representation. Accordingly, authority is also requested to extend the Agreement through December 31, 2023.

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

Accordingly, your Honorable Board's approval of the attached Act is most respectfully requested.

Very truly yours,


John M. Nonna
County Attorney

JMN/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a proposed Act transmitted by the County Attorney which, if adopted, would authorize the County of Westchester (the “County”) to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 (“*Yonkers Contracting*”), by increasing the not-to-exceed amount authorized thereunder by an additional \$100,000.00 and by extending the term thereof through December 31, 2023.

The County Attorney has advised your Committee that due to the special and complex nature of construction law litigation and the evaluation and analysis of damages, it is in the best interests of the County to retain counsel qualified to handle such litigation. Accordingly, on February 26, 2018 by Act No. 2018-18, your Honorable Board authorized the County to enter into a retainer agreement with the law firm of Pepper Hamilton, LLP (“Pepper Hamilton”), pursuant to which Pepper Hamilton agreed to defend the County against claims commenced against it and to prosecute appropriate cross-claims in the *Yonkers Contracting* matter for a term commencing on January 11, 2018 and continuing through January 10, 2021 (the “Agreement”). In consideration for services rendered, your Honorable authorized the County to pay Pepper Hamilton an amount not-to-exceed \$150,000.00 at agreed upon rates.

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exceed cap thereunder by an additional \$69,100 to compensate Pepper Hamilton for legal services rendered through April 1, 2020; 2) consent to the assignment of the Agreement with Pepper Hamilton to the law firm of Sheppard Mullin, effective April 2, 2020; and 3) amend the Agreement, as assigned to Sheppard Mullin, to increase the not-to-exceed amount thereunder by an additional \$175,000.00.

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For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

Your Committee is further advised that the Agreement with Sheppard Mullin is due to expire December 31, 2022. As the *Yonkers Contracting* case is still ongoing, the County continues to need representation. Accordingly, authority is also requested to extend the Agreement through December 31, 2023.

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

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

Your Committee recommends approval of the attached Act.

Dated: , 2022
White Plains, New York

COMMITTEE ON

c:\JPG 07.12.22

FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin, Richter & Hampton

☐ 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 \$ 100,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 221_60_0110_4923

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

Describe: To further amend a retainer agreement with the firm of Sheppard, Mullin, Richter & Hampton, LLP, for the provision of legal services in connection with Yonkers contracting by increasing the NTE amount by \$100,000 and extending the term to 12/31/23

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: N/A

Next Four Years: \$100,000 for Litigation; contract has been extended to December 31st, 2023

Prepared by: William Olli

Title: Assistant Budget Director

Department: Budget

Date: July 12, 2022

wo
Reviewed By:

[Signature]
Budget Director

Date: 7/12/22

ACT NO. – 2022

AN ACT authorizing the County of Westchester to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al*, by increasing the not-to-exceed amount authorized thereunder by \$100,000.00 and by extending the term thereof through December 31, 2023.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend a retainer agreement, as previously amended and assigned (the “Agreement”), with the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 (“*Yonkers Contracting*”), by increasing the not-to-exceed contract amount by One Hundred Thousand (\$100,000.00) Dollars. The new total aggregate contract amount for the Agreement will be an amount not-to-exceed One Million One Hundred Nine Thousand One Hundred (\$1,109,100.00) Dollars.

§2. For the aforesaid services rendered to the County by Sheppard Mullin, the County shall continue to pay the Firm at the following rates: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

§3. The County is hereby further authorized to amend the Agreement with Sheppard Mullin for the provision of outside counsel legal services in connection with the *Yonkers Contracting* matter in order to extend the term through December 31, 2023.

§4. That except as otherwise expressly amended hereby, all other terms and conditions of the retainer agreement, as previously amended and assigned, shall remain in full force and effect.

§5. This Act shall take effect immediately.



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

July 14, 2022

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

Re: Request for Authorization to Settle the Lawsuit of Doreen D. Klass v. Gayle E. Hogue, Town/Village of Harrison and County of Westchester in the amount of \$85,000.00

Dear Honorable Members of the Board:

Attached for your review is proposed legislation in connection with the above-referenced matter.

In or about January 2018, Doreen D. Klass ("Klass") commenced an action in the Supreme Court, Westchester County against the County of Westchester, et al., for personal injuries sustained when she was struck by a motor vehicle driven by co-defendant Gayle E. Hogue ("Hogue"), on November 17, 2017. Klass was 75 years old at the time of her accident.

The accident occurred when Klass was crossing Halstead Avenue, a County-designated roadway, in a marked crosswalk located between Parsons Street and Purdys Street, in the Village of Harrison, after departing a train at the Harrison Metro-North train station at about 6:20 p.m. As Klass entered the crosswalk from the sidewalk she was struck just beyond the diagonal parking spaces immediately to her left by the Hogue vehicle which was traveling in an easterly direction. The accident was captured by a video camera under the jurisdiction of the Harrison Police Department which was made available to the parties. At the time of the accident it was raining and Klass had her umbrella deployed.

Had this matter gone to trial, Klass would have argued that the County's liability arises from its reinstallation of the parking lines after the repaving project when it knew same to be in violation of the MUTCD. The prior documentation in this matter supports this argument. Also, plaintiff, 75 years old at the time of the accident, will argue that she suffered permanent physical injuries to her left leg and shoulder, which required multiple surgeries, permanent installation of metal hardware, permanent loss of function, and future pain and suffering. The County would argue that co-defendant Harrison had an opportunity to remove the diagonal parking lines at the

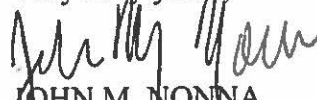
accident location as well as install specialized high visibility lighting at the crosswalk prior to this accident, but failed to do so. The County would also argue that the co-defendant driver, Gayle E. Hogue ("Hogue"), failed to obey the applicable traffic regulations requiring that she yield to pedestrians in the street and further drove in a manner not appropriate to what the existing conditions would dictate as it was dark and raining the night of the accident.

The County as well as co-defendant Town/Village of Harrison did move for summary judgment, and both motions were denied by the Court (Hon. Alexandra D. Murphy, JSC). However, the County did file and perfect its appeal of the lower Court's decision.

Plaintiff's initial demand to settle was \$3,000,000. After extensive negotiations with the assistance of the Court as well as two private mediation sessions, the parties eventually settled all claims in the total amount of \$1,440,000; with the driver, Hogue, contributing \$100,000, Harrison contributing \$1,255,000, and the County contributing \$85,000. This matter has a reserve of \$750,000.00 with the County's 6N Fund.

Therefore, I am requesting that this Board approve the accompanying Act authorizing the settlement of all claims of plaintiff's damages, past and future, by payment in the amount of \$85,000.00, inclusive of counsel fees. Plaintiff's counsel has indicated that such an amount would be acceptable to plaintiff.

Very truly yours,


JOHN M. NONNA
Westchester County Attorney

JMN/jf
Enclosure

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the settlement of the lawsuit of Doreen D. Klass v. Gayle E. Hogue, Town/Village of Harrison and County of Westchester, in an amount not to exceed \$85,000.00.

Plaintiff Doreen D. Klass (“plaintiff”) alleges that on November 7, 2017, at approximately 6:30 p.m., she suffered physical injuries when she was struck by an automobile while walking in a marked mid-block crosswalk at Halstead Avenue, Harrison, New York. Plaintiff alleges that the County was negligent in reinstalling the parking space markings immediately adjacent to the subject crosswalk in violation of New York State traffic regulations. The parking space markings contributed to the cause of the accident by allowing parked vehicles therein to obstruct lines of sight of both the plaintiff and co-defendant driver.

At a trial, plaintiff, 75 years old at the time of the accident, will argue that she suffered a permanent physical injury to her left leg and shoulder, which required multiple surgeries, permanent installation of metal hardware, permanent loss of function, and future pain and suffering. Under these factual circumstances, the Court or jury would likely find in plaintiff’s favor on the issue of the County’s contributing share of liability regarding its installation of the marked parking spaces.

Your Committee has carefully considered the subject matter, the settlement proposal, and the attached Act and recommends authorizing the County Attorney or his designee to settle this

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Doreen Klass

☐ 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 \$ 85,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts: 6N Fund: 615 59 0697/4110 4280/04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of General Liability Claim G170194

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

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

Current Year: N/A

Next Four Years: N/A

Prepared by: John A. Fico

Title: Senior Assistant County Attorney

Department: Law

Date: July 9, 2019 2022

Reviewed By: [Signature]

Budget Director

Date: 7/14/22

ACT NO.

2022

AN ACT authorizing the County Attorney to settle the lawsuit of Doreen D. Klass v. Gayle E. Hogue, Town/Village of Harrison and County of Westchester, Supreme Court of the State of New York, Westchester County, Index No. 51165/2019

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

Section 1. The County Attorney is hereby authorized to settle the lawsuit of Doreen D. Klass v. Gayle E. Hogue, Town/Village of Harrison and County of Westchester by payment in an amount not to exceed \$85,000.00 to plaintiff, inclusive of counsel fees.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

July 12, 2022

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

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP ("Sheppard Mullin" or the "Firm") for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 ("*Yonkers Contracting*"), by increasing the not-to-exceed amount authorized thereunder by an additional \$100,000.00 and by extending the term thereof through December 31, 2023.

By way of background, on February 26, 2018 by Act No. 2018-18, your Honorable Board authorized the County to enter into a retainer agreement with the law firm of Pepper Hamilton, LLP ("Pepper Hamilton"), pursuant to which Pepper Hamilton agreed to defend the County against claims commenced against it and to prosecute appropriate cross-claims in the *Yonkers Contracting* matter for a term commencing on January 11, 2018 and continuing through January 10, 2021 (the "Agreement"). In consideration for services rendered, your Honorable authorized the County to pay Pepper Hamilton an amount not-to-exceed \$150,000.00 at agreed upon rates.

Thereafter, on May 6, 2019 by Act No. 2019-83, your Honorable Board authorized the County to pay Pepper Hamilton an additional amount not-to-exceed of \$200,000.00, increasing the total contract amount to \$350,000.00.

Then, on October 7, 2019 by Act No. 2019-198, your Honorable Board authorized the County to pay Pepper Hamilton an additional amount not-to-exceed of \$265,000.00, increasing the total contract amount to \$615,000.00.

Thereafter, on May 18, 2020 by Act No. 2020-89, your Honorable Board authorized the County to: 1) further amend the Agreement with Pepper Hamilton by increasing the not-to-

exceed cap thereunder by an additional \$69,100 to compensate Pepper Hamilton for legal services rendered through April 1, 2020; 2) consent to the assignment of the Agreement with Pepper Hamilton to the law firm of Sheppard Mullin, effective April 2, 2020; and 3) amend the Agreement, as assigned to Sheppard Mullin, to increase the not-to-exceed amount thereunder by an additional \$175,000.00.

Subsequently, on February 22, 2021, by Act No. 2021- 27, your Honorable Board authorized the County to extend the term of the Agreement with Sheppard Mullin through December 31, 2021.

Most recently, on December 7, 2021, by Act No. 2021- 214, your Honorable Board authorized the County to increase the not-to-exceed amount under the Agreement with Sheppard Mullin by \$150,000.00 and extend the term thereof through December 31, 2022.

I am advised that the County has exceeded its previous payment authorization and that there is an outstanding invoice from the Firm that has yet to be paid. In order to have sufficient funds available to pay Sheppard Mullin for services previously rendered, as well as for any services that may be needed going forward, it is necessary to increase the not-to-exceed cap by an additional \$100,000.00, bringing the total aggregate cost of the Agreement, as previously amended and assigned, from an amount not-to-exceed \$1,009,100.00, to an amount not-to-exceed \$1,109,100.00.

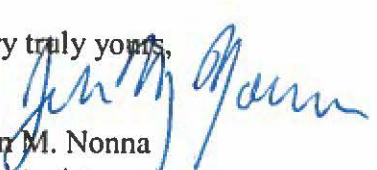
For the services rendered to the County by Sheppard Mullin, the Firm will paid at the agreed upon rates as follows: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

In addition, the Agreement with Sheppard Mullin is due to expire December 31, 2022. As the *Yonkers Contracting* case is still ongoing, the County continues to need representation. Accordingly, authority is also requested to extend the Agreement through December 31, 2023.

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

Accordingly, your Honorable Board's approval of the attached Act is most respectfully requested.

Very truly yours,


John M. Nonna
County Attorney

JMN/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a proposed Act transmitted by the County Attorney which, if adopted, would authorize the County of Westchester (the “County”) to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 (“*Yonkers Contracting*”), by increasing the not-to-exceed amount authorized thereunder by an additional \$100,000.00 and by extending the term thereof through December 31, 2023.

The County Attorney has advised your Committee that due to the special and complex nature of construction law litigation and the evaluation and analysis of damages, it is in the best interests of the County to retain counsel qualified to handle such litigation. Accordingly, on February 26, 2018 by Act No. 2018-18, your Honorable Board authorized the County to enter into a retainer agreement with the law firm of Pepper Hamilton, LLP (“Pepper Hamilton”), pursuant to which Pepper Hamilton agreed to defend the County against claims commenced against it and to prosecute appropriate cross-claims in the *Yonkers Contracting* matter for a term commencing on January 11, 2018 and continuing through January 10, 2021 (the “Agreement”). In consideration for services rendered, your Honorable authorized the County to pay Pepper Hamilton an amount not-to-exceed \$150,000.00 at agreed upon rates.

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Then, on October 7, 2019 by Act No. 2019-198, your Honorable Board authorized the County to pay Pepper Hamilton an additional amount not-to-exceed of \$265,000.00, increasing the total contract amount to \$615,000.00.

Thereafter, on May 18, 2020 by Act No. 2020-89, your Honorable Board authorized the County to: 1) further amend the Agreement with Pepper Hamilton by increasing the not-to-

exceed cap thereunder by an additional \$69,100 to compensate Pepper Hamilton for legal services rendered through April 1, 2020; 2) consent to the assignment of the Agreement with Pepper Hamilton to the law firm of Sheppard Mullin, effective April 2, 2020; and 3) amend the Agreement, as assigned to Sheppard Mullin, to increase the not-to-exceed amount thereunder by an additional \$175,000.00.

Subsequently, on February 22, 2021, by Act No. 2021- 27, your Honorable Board authorized the County to extend the term of the Agreement with Sheppard Mullin through December 31, 2021.

Most recently, on December 7, 2021, by Act No. 2021- 214, your Honorable Board authorized the County to increase the not-to-exceed amount under the Agreement with Sheppard Mullin by \$150,000.00 and extend the term thereof through December 31, 2022.

Your Committee is advised that the County has exceeded its previous payment authorization and that there is an outstanding invoice from the Firm that has yet to be paid. In order to have sufficient funds available to pay Sheppard Mullin for services previously rendered, as well as for any services that may be needed going forward, it is necessary to increase the not-to-exceed cap by an additional \$100,000.00, bringing the total aggregate cost of the Agreement, as previously amended and assigned, from an amount not-to-exceed \$1,009,100.00, to an amount not-to-exceed \$1,109,100.00.

For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

Your Committee is further advised that the Agreement with Sheppard Mullin is due to expire December 31, 2022. As the *Yonkers Contracting* case is still ongoing, the County continues to need representation. Accordingly, authority is also requested to extend the Agreement through December 31, 2023.

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

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

Your Committee recommends approval of the attached Act.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

c:\JPG 07.12.22

FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin, Richter & Hampton

☐ 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 \$ 100,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 221_60_0110_4923

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

Describe: To further amend a retainer agreement with the firm of Sheppard, Mullin, Richter & Hampton, LLP, for the provision of legal services in connection with Yonkers contracting by increasing the NTE amount by \$100,000 and extending the term to 12/31/23

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: N/A

Next Four Years: \$100,000 for Litigation; contract has been extended to December 31st, 2023

Prepared by: William Olli

Title: Assistant Budget Director

Department: Budget

Date: July 12, 2022

wo
Reviewed By:

[Signature]
Budget Director

Date: 7/12/22

ACT NO. – 2022

AN ACT authorizing the County of Westchester to further amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al*, by increasing the not-to-exceed amount authorized thereunder by \$100,000.00 and by extending the term thereof through December 31, 2023.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend a retainer agreement, as previously amended and assigned (the “Agreement”), with the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) for the provision of outside counsel legal services in connection with the civil matter *Yonkers Contracting Company, Inc. v. County of Westchester, et al* /Index Number: 63929/2015 (“*Yonkers Contracting*”), by increasing the not-to-exceed contract amount by One Hundred Thousand (\$100,000.00) Dollars. The new total aggregate contract amount for the Agreement will be an amount not-to-exceed One Million One Hundred Nine Thousand One Hundred (\$1,109,100.00) Dollars.

§2. For the aforesaid services rendered to the County by Sheppard Mullin, the County shall continue to pay the Firm at the following rates: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal Leigh Ann Tencza; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay.

§3. The County is hereby further authorized to amend the Agreement with Sheppard Mullin for the provision of outside counsel legal services in connection with the *Yonkers Contracting* matter in order to extend the term through December 31, 2023.

§4. That except as otherwise expressly amended hereby, all other terms and conditions of the retainer agreement, as previously amended and assigned, shall remain in full force and effect.

§5. This Act shall take effect immediately.

RESOLUTION - 2022

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

WHEREAS, the Westchester County Democratic Committee having on the 20th day of July 2022, recommended the reappointment of Tajian M. Nelson, of Mount Vernon, 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, Suzanne M. Berger, Chair of the Westchester County Democratic Committee, filed a certificate of Democratic Party recommendation with the clerk of the County Board of Legislators on July 22, 2022; and

WHEREAS, the Committee on Appointments, having on the day of , 2022 approved the appointment of Tajian M. Nelson of Mount Vernon, 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: , 2022
White Plains, New York

COMMITTEE ON

Sdk-7/26/22

Catherine Borgia

Chairwoman of the Board

Legislator, 9th District



TO: James Nolan, Chair, Committee on Appointments
Sunday Vanderberg, Clerk of the Board of Legislators

FROM: Catherine Borgia, Chairwoman of the Board of Legislators

DATE: July 25, 2022

RE: Reappointment to the Westchester County Board of Health

I hereby recommend the reappointment of Douglas Aspros, of White Plains, as the City of White Plains Member of the Westchester County Board of Health for a term to commence on January 1, 2021 and to expire on December 31, 2024. Mr. Aspros' term last expired on December 31, 2020.

This appointment is in accordance with Section 343 of the New York State Public Health law and Section 149.21 of the Westchester County Charter and is subject to approval by the Board of Legislators.

Please place this memo and the attached attendance record on the August 1, 2022 Westchester County Board of Legislators meeting agenda for referral to the Appointments Committee.

Thank you.

oard of Health Attendance: 2021

Member	January	February	March	April	May	June	July	August	September	October
Douglas Aspros	Present	Present	Present	Present	Present	Present	NO MEETING	Present	Present	Present
Robert Baker	Present	Absent	Present	Present	Present	Present		Present	Present	Present
Edward Brancati	Present	Present	Present	Present	Present	Present		Present	Absent	Present
James Carnicelli*	Absent	Present	Present	Present	Absent	Retired		Retired	Retired	Retired
Cynthia Chazotte	Present	Present	Present	Present	Present	Absent		Absent	Present	Present
William Davis	Present	Present	Absent	Present	Present	Absent		Absent	Absent	Absent
Peter Liebert*	Present	Absent	Present	Absent	Absent	Absent		Absent	Absent	Absent
Mary Ellen McGurty	Present	Absent	Present	Absent	Absent	Present		Present	Present	Present
Anthony Maddalena	Present	Present	Present	Present	Present	Present		Present	Present	Present
Ruth Merkatz	Present	Present	Present	Present	Present	Present		Present	Present	Present
Melinda Abrams	Present	Present	Absent	Present	Present	Present		Present	Present	Present
Alfreda Williams	Absent	Absent	Absent	Present	Present	Present		Present	Present	Present
Jamie Sirkin	Present	Present	Present	Present	Present	Present		Absent	Present	Present

*Absences due to health issues.

		# out of 10 Present
November	December	
Absent	Present	9 out of 10
Absent	Present	8 out of 10
Present	Present	9 out of 10
Retired	Retired	Retired
Present	Present	8 out of 10
Present	Absent	5 out of 10
Absent	Absent	2 out of 10- health
Present	Present	7 out of 10
Present	Absent	10 out of 10
Present	Present	10 out of 10
Present	Absent	9 out of 10
Present	Absent	7 out of 10
Present	Present	9 out of 10

oard of Health Attendance: 2021

Member	January	February	March	April	May	June	July	August	September	October
Douglas Aspros	P	P	P	P	P	P	Excused			
Robert Baker	P	P	p	p	P	P	Present			
Edward Brancati	P	p	Excused	p	p	p	Present			
Jewel W Johnson	P	p	p	p	p	p	Present			
Cynthia Chazotte	P	p	Excused	Excused	p	p	Present			
William Davis	Excused	Excused	Excused	p	p	p	Excused			
Peter Liebert	Absent	Absent	Absent	Absent	Absent	Absent	Absent			
Mary Ellen McGurty	P	p	P	P		p	Present			
Anthony Maddalena	P	p	p	Excused	p	p	Present			
Ruth Merkatz	P	p	p	p	p	p	Present			
Melinda Abrams	P	p	Excused	Excused	p	p	Excused			
Nok Siriphonlai**							Present			
Jamie Sirkin	p	p	p	p	p	p	Excused			

**joined BOH July 22

*Absences due to health issues.

		# out of 10 Present
November	December	
q		

Catherine Borgia

Chairwoman of the Board

Legislator, 9th District



TO: James Nolan, Chair, Committee on Appointments
Sunday Vanderberg, Clerk of the Board of Legislators

FROM: Catherine Borgia, Chairwoman of the Board of Legislators

DATE: July 25, 2022

RE: Reappointment to the Westchester Community College Board of Trustees

I hereby recommend the reappointment of Dr. Gregory Robeson Smith to the Westchester County Board of Trustees for terms to commence on January 1, 2022 and to expire on December 31, 2028.

Dr. Robeson Smith expressed his desire to continue to serve on this prestigious board.

Please place this memo on the August 1, 2022 Westchester County Board of Legislators meeting agenda for referral to the Appointments Committee.

Thank you.

Catherine Borgia

Chairwoman of the Board

Legislator, 9th District



TO: James Nolan, Chair, Committee on Appointments
Sunday Vanderberg, Clerk of the Board of Legislators

FROM: Catherine Borgia, Chairwoman of the Board of Legislators

DATE: July 27, 2022

RE: Reappointment to the Westchester County Storm Water Advisory Board

I hereby recommend the reappointment of James Palmer to the Westchester County Storm Water Advisory Board for a term to commence on January 1, 2022 and to expire on December 31, 2023.

Mr. Palmer's reappointment is subject to the approval of the Board of Legislators.

Please place this memo on the August 1, 2022 Westchester County Board of Legislators meeting agenda for referral to the Appointments Committee.

Thank you.

RESOLUTION - 2022

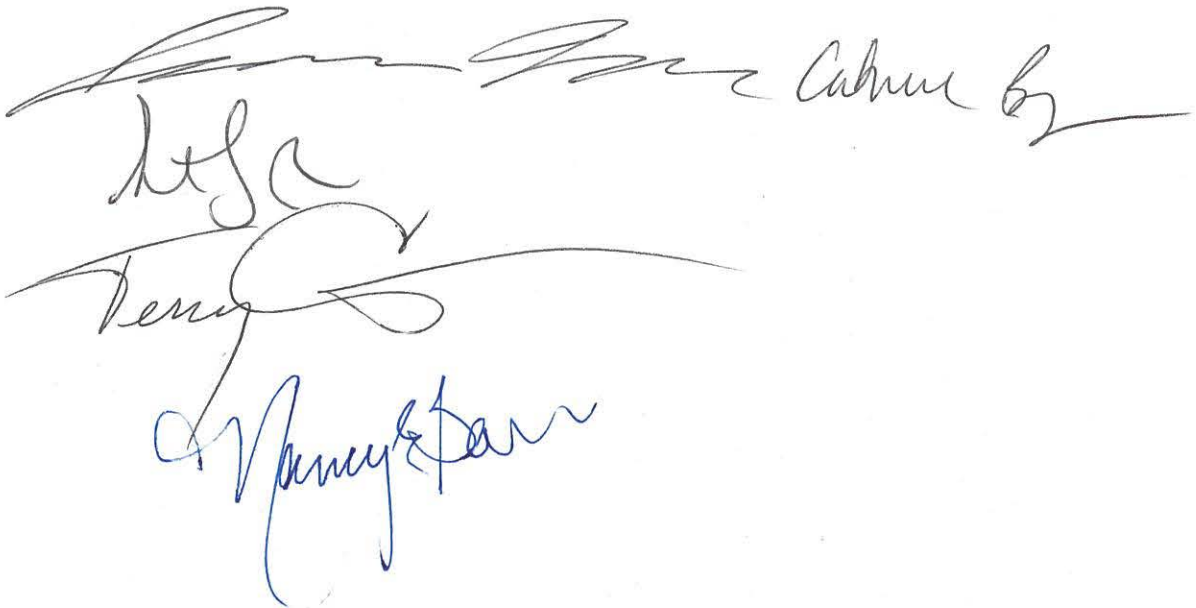
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 6th day of May, 2022, recommended the appointment of Jade Gabrielle-Amanda Watts of White Plains, New York, as a member of the Westchester County LGBTQ Advisory Board, for a term to commence on May 6, 2022, and expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day of July, 2022, approved the appointment of Jade Gabrielle-Amanda Watts to the Westchester County LGBTQ Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains four handwritten signatures in black ink. The top signature is long and cursive, followed by the word "Cabrera" and a small flourish. Below it is a signature that appears to be "H. Garcia". The third signature is also cursive and appears to be "Terry". The bottom signature is written in blue ink and appears to be "M. P. [unclear]".

COMMITTEE ON APPOINTMENTS

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed “A LOCAL LAW amending Section 177.41 of the Laws of Westchester County increasing the number of successive terms that can be served on the Women’s Advisory Board.”

Your Committee recognizes that the Women’s Advisory Board serves an important role in ensuring that issues impacting the lives of women in Westchester County are brought to the attention of our government and addressed in a manner that protects the equality for which women have fought. Now, more than ever, with women’s reproductive rights under attack from the United States Supreme Court, it is vital to have a robust, highly qualified, and experienced Women’s Advisory Board to help make sure that women’s rights are protected in Westchester.

Your Committee is informed that the County Executive has requested that this Honorable Board amend Section 177.41 of the Laws of Westchester County, in order to extend the number of successive terms that a member may serve on the Women’s Advisory Board from two to four. This change will permit the Women’s Advisory Board to retain experienced members who can help advise on the best path forward for protecting the rights of women in Westchester during these tumultuous times.

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its

implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

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

Dated: July 11, 2022
White Plains, New York

Benjamin Boykett	HSA
Nancy Baur	Nancy Baur
CHT	CHT
C. H. H.	
COMMITTEE ON	Appointments
Legislation &	

Dated: July 11, 2022
White Plains, New York

The following members attended the meeting remotely, as per Chapter 1 of the New York State Laws of 2022 and Executive Order 11 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee on Legislation

Margaret A. Cugio

Mary Jane Hinchey

FISCAL IMPACT STATEMENT

SUBJECT: Womens Advisory Terms

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Gideon Grande

Title: Deputy Director

Department: Budget

Date: June 14, 2022

Reviewed By: 

Budget Director

Date: 6/14/22

LOCAL LAW INTRO. NO. -2022

A LOCAL LAW amending Section 177.41 of the Laws of Westchester County increasing the number of successive terms that can be served on the Women's Advisory Board.

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

Section 1. Section 177.41 of the Laws of Westchester County is hereby amended to read as follows:

The County Executive shall appoint, subject to confirmation by the Board of Legislators, a Women's Advisory Board composed of twenty-seven (27) voting members, which shall consist of one (1) representative from each County Legislative District and ten (10) members of the general public. All voting members of the Board shall serve for a term of two (2) years, with a limit of [two (2)]four (4) successive terms. Voting members of the Board shall serve without compensation but shall be entitled to receive their actual disbursements and the expenses incurred in the performance of their duties. The voting members shall select from among their number a Chairperson to preside over proceedings of the Board as well as a Vice Chairperson to act as the presiding officer in the absence of the Chairperson. The Chairperson and Vice Chairperson shall serve in that capacity for the length of their respective appointive terms.

Section 2. This Local Law shall take effect immediately.

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 12th day of May, 2022, recommended the appointment of Louis Conte of Thornwood, New York, as a member of the Westchester County Probation Advisory Board for a term to begin on May 12, 2021 and expire on December 31, 2024, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 25th day of July, 2022, approved the appointment of Louis Conte as a member of the Westchester County Probation Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 25, 2022
White Plains, New York



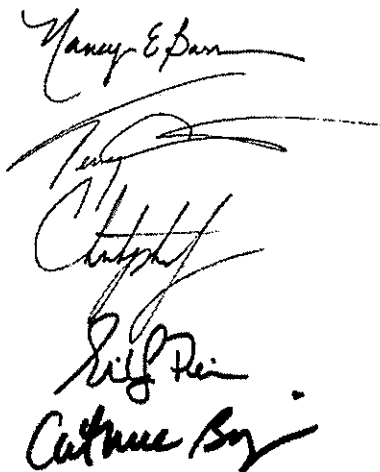
COMMITTEE ON APPOINTMENTS

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

APPOINTMENTS COMMITTEE



The block contains five handwritten signatures, stacked vertically. From top to bottom, they appear to be: Nancy E. Dunn, [illegible], [illegible], [illegible], and Catherine Boy. The signatures are in black ink and are somewhat stylized.

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

Your Committee is in receipt of an amended bond act (the “Amended Bond Act”) which, if adopted, would authorize the County of Westchester (the “County”) to issue additional bonds in the amount of \$500,000.00, to finance a component of Capital Project BPL40 – Stormwater Management - Various County Facilities II (“BPL40”).

The Amended Bond Act, in the total amount of \$2,000,000.00, which includes \$1,500,000.00 in previously authorized bonds of the County, would provide \$500,000.00 in additional funding for the design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye. The additional funding will be used to cover increased costs due to supply chain issues related to the COVID-19 pandemic, escalating inflation, and the increased cost of transportation due to personnel shortages and fuel costs. No change in the scope of the project is proposed.

The Department of Planning (the “Department”) anticipates that following bonding authorization, this project will take approximately eighteen (18) months to complete.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds for this component of project BPL40, as follows: Bond Act No. 60-2021, in the amount of \$1,500,000.00, which funded the design and installation of the living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park. The bonds authorized by Bond Act No. 60-2021 have not been sold. Accordingly, authority of your Honorable Board is now requested to amend Bond Act No. 60-2021 to increase the initial amount authorized thereunder by \$500,000.00, for a new total authorized amount of \$2,000,000.00.

Your Committee is advised that the Department previously conducted an environmental review of this project in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR), and classified the project as a Type I action. A Full Environmental Assessment Form (“EAF”) was prepared for your Honorable Board’s consideration. By Resolution No. 88-2021, adopted on April 26, 2021, your Honorable

Board determined that there would be no significant adverse impact on the environment from this project and authorized the Clerk of the Board of Legislators to sign the "Determination of Significance" in the EAF, to issue a "Negative Declaration" on behalf of the Board in satisfaction of SEQRA, and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR. Accordingly, no further environmental review is required.

Your Committee is further advised that since BPL40 is a "general fund" project, specific components are subject to a Capital Budget Amendment. Section 1 of the Amended Bond Act authorizes an amendment to the County's Capital Budget to the extent the project scope is inconsistent with any details set forth in the current Capital Budget. Accordingly, the Amended Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2022 Capital Budget to reflect this project component.

In addition, section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a resolution of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Department has advised that the Planning Board has previously reviewed this component of project BPL40 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Dated: July 25, 2022
White Plains, New York

W. J. Mahoney
Stfa
Y. H. R.

Y. H. R.

E. J. R.

COMMITTEES ON

Budget & Appropriations

Public Works & Transportation


Environment, Energy & Climate

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Vedat Jalin

Mary Jane Skimish
David Q. Iulio
David Q. Iulio
David Q. Iulio
Catherine F. Parker
Colin J. Smith
Nancy E. Dunn
Catherine Boy

Public Works & Transportation

Mary Jane Skimish
David Q. Iulio
Catherine F. Parker
Colin J. Smith
Nancy E. Dunn
Catherine Boy

Environment, Energy & Climate

Catherine F. Parker
David Q. Iulio
David Q. Iulio
Nancy E. Dunn
Catherine Boy

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL40

☐ 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

Edith Read Wildlife Sanctuary

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,000,000 PPU 5 Anticipated Interest Rate 2.47%

Anticipated Annual Cost (Principal and Interest): \$ 429,682

Total Debt Service (Annual Cost x Term): \$ 2,148,410

Finance Department: Interest rates from May 25, 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):

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: David Kvinge

Title: Assistant Commissioner

Department: Planning


Date: 6/7/22

Reviewed By: 

Budget Director

Date: 6/8/22

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

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

DATE: June 2, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
BPL40 STORMWATER MANAGEMENT – VARIOUS COUNTY
FACILITIES II (LIVING SHORELINE/ARTIFICIAL REEF, RYE)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 1941) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

This project was previously reviewed by the Westchester County Board of Legislators, which classified the project as a Type I action under SEQR. In accordance with SEQR, a Full Environmental Assessment Form was prepared and, on April 26, 2021, a Negative Declaration was issued by the Board of Legislators (Resolution 88-2021). Since the current request is for an increase in funding with no change in the scope of the project, the original Negative Declaration remains valid and no further environmental review is required.


Please do not hesitate to contact me if you have any questions regarding this matter.

DSK/cnm

Att.

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

To: Honorable George Latimer, County Executive
Lawrence Soule, Budget Director

From: Norma Drummond, Commissioner 

Re: **Capital Budget Amendment:
BPL40 Stormwater Management – Various Facilities**

Date: May 25, 2022

Attached is a memo from the Planning Department to the County Planning Board advising the Board of the proposed Capital Budget Amendments (CBA) to modify funding of the above project.

These are financing changes only and there are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, as stated in the memo, no further action by the Planning Board is required.

NVD/wcb
Attachment

cc: Ken Jenkins, Deputy County Executive
Joan McDonald, Director of Operations
Emily Saltzman, Deputy Director of Operations
Paula Friedman, County Executive's Office
Blanca Lopez, Deputy Commissioner of Planning
Tami Altschiller, Assistant Chief Deputy County Attorney
Jeffrey Goldman, Assistant County Attorney
Michelle Greenbaum, Assistant County Attorney
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Kelly Sheehan, Assistant Commissioner *KS*

Date: May 25, 2022

RE: **Capital Budget Amendment –
BPL40 Stormwater Management – Various County Facilities**

The County Executive is requesting an amendment to the 2022 Capital Budget to modify the funding of the above project. Capital project BPL40 funds stormwater management for both water quality and quantity. The amended bond act, in the total amount of \$2,000,000.00, which includes \$1,500,000.00 in previously authorized bonds, would provide \$500,000.00 in additional funding for the design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye. The additional funding will be used to cover increased costs due to supply chain issues related to the COVID-19 pandemic, escalating inflation, and the increased cost of transportation due to personnel shortages and fuel costs. No change in the scope of the project is proposed.

The Planning Board adopted a report on this project (rated PL2) at its meeting on July 7, 2020.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Norma V. Drummond, Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED APRIL 26, 2021 IN RELATION TO THE DESIGN AND INSTALLATION OF A LIVING SHORELINE/ARTIFICIAL REEF AT THE COUNTY-OWNED EDITH READ WILDLIFE SANCTUARY AND PLAYLAND PARK, AT THE MAXIMUM ESTIMATED COST OF \$2,000,000. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$1,500,000 bonds to finance the cost of the design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye (the "Project"), pursuant to Act No. 60-2021 duly adopted on April 26, 2021; and

WHEREAS, it has been determined that due to increased costs and supply chain challenges, and it is necessary to increase the amount of bonds to be issued and the appropriation for the Project;

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

Section (A). The bond act duly adopted by this Board on April 26, 2021, entitled:

"ACT NO. 60-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE DESIGN AND INSTALLATION OF A LIVING SHORELINE/ARTIFICIAL REEF AT THE COUNTY-OWNED EDITH READ WILDLIFE SANCTUARY AND PLAYLAND PARK; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE DESIGN AND INSTALLATION OF A LIVING SHORELINE/ARTIFICIAL REEF AT THE COUNTY-OWNED EDITH READ WILDLIFE SANCTUARY AND PLAYLAND PARK; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the

provisions of other laws applicable thereto, \$2,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye; 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 specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$2,000,000. The plan of financing includes the issuance of \$2,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the specific object or purpose for which the 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 \$2,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$2,000,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on April 26, 2021 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE DESIGN AND INSTALLATION OF A LIVING SHORELINE/ARTIFICIAL REEF AT THE COUNTY-OWNED EDITH READ WILDLIFE SANCTUARY AND PLAYLAND PARK; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on April 26, 2021 and amended on _____, 20____)

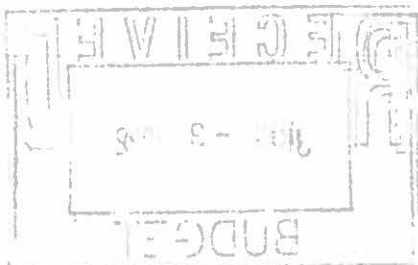
object or purpose: to finance the design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye.

amount of obligations to be issued:

and period of probable usefulness: \$2,000,000; 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:* BPL40	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 04-21-2022
Fact Sheet Year:* 2022	Project Title:* STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II	Legislative District ID: 7
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 1941

Overall Project Description

This capital program is a continuation of capital project BPL23 Stormwater Management - Various County Facilities. This project will fund stormwater management for both water quality (in compliance with federal MS4 stormwater regulations administered by the NYSDEC) and quantity (to reduce flooding). This is a general fund; specific projects are subject to a Capital Budget Amendment.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	7,725	7,725	0	0	0	0	0	0
Less Non-County Shares	475	475	0	0	0	0	0	0
Net	7,250	7,250	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 3,151

Current Bond Description: Bond request is to add \$500,000 to previous capital project (Unique ID 1620) to cover increased costs due to supply chain issues related to the COVID-19 pandemic, escalating inflation, and increased cost of transportation due to personnel shortages and fuel costs. No change in the scope of the project is proposed.

Financing Plan for Current Request:

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

SEQR Classification:

TYPE I

Amount Requested:

500,000

Comments:

This project will fund design and installation of a living shoreline/artificial reef within the Long Island Sound shoreline at Edith Read Wildlife Sanctuary and Playland Park in the City of Rye. The project will increase the resiliency of the nearby beach and intertidal areas to coastal storms, protect the adjacent overflow parking area from further erosion, provide additional habitat for marine life, and function as a demonstration project for others to replicate.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2013	5,000,000	\$3,750,000 - CONSTRUCTION ON BRONX RIVER & ANITA LANE BRIDGE; \$1,250,000 - CONSTRUCTION ON BRONX RIVER AT HARNEY RD
2016	1,475,000	\$475,000 NCS FOR FULTON BROOK; \$1,000,000 FOR CONTINUATION OF THIS PROJECT
2020	500,000	CONTINUATION OF THIS PROJECT
2021	750,000	CONTINUATION OF THIS PROJECT \$500,000 ; FEASIBILITY STUDY FOR BRONX RIVER FLOOD MITIGATION \$250,000

Total Appropriation History:

7,725,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	26	1,250,000	1,083,188	STORMWATER MANAGEMENT - BOTH SIDES OF BRONX RIVER BY TOWN OF EASTCHESTER AND CITY OF YONKERS
16	61	850,000	701,446	RESTORE WATERWAY & BANKS- CONFLUENCE OF BRX RIV & SPRAIN BR IN BNXLLE & YONK
19	13	1,000,000	409,030	STORMWATER MANAGEMENT- MS4 PROGRAM
19	174	400,000	400,000	STORMWATER MANAGEMENT - FULTON BROOK
21	63	400,000	0	STORMWATER MANAGEMENT - OSCAWANA PARK TOWN OF CORTLANDT
21	60	1,500,000	0	STORMWATER MANAGEMENT - EDITH READ WILDLIFE SANCTUARY AND PLAYLAND PARK CITY OF RYE
21	156	250,000	0	STORMWATER MANAGEMENT - BRONX RIVER PARKWAY

Total Financing History:

5,650,000

Recommended By:

Department of Planning
WBB4

Date
05-13-2022

Department of Public Works
JZR7

Date
05-23-2022

Budget Department
LMY1

Date
05-24-2022

Requesting Department
DSK2

Date
05-24-2022

STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II (BPL40)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	7,725	7,725	3,149						
Non County Share	(475)	(475)	1						
Total	7,250	7,250	3,150						

Project Description

This capital program is a continuation of capital project BPL23 Stormwater Management - Various County Facilities. This project will fund stormwater management for both water quality (in compliance with federal MS4 stormwater regulations administered by the NYSDEC) and quantity (to reduce flooding). This is a general fund; specific projects are subject to a Capital Budget Amendment.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2013	5,000,000	\$3,750,000 - Construction on Bronx River & Anita Lane Bridge; \$1,250,000 - Construction on Bronx River at Hamey Rd	Anita Lane - AWAITING BOND AUTHORIZATION; Hamey Rd - COMPLETE
2016	1,475,000	\$475,000 NCS for Fulton Brook; \$1,000,000 for continuation of this project	FULTON BROOK - COMPLETE ; \$1,000,000 - AWAITING BOND AUTHORIZATION
2020	500,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	750,000	Continuation of this project \$500,000 ; Feasibility study for Bronx River Flood Mitigation \$250,000	AWAITING BOND AUTHORIZATION
Total	7,725,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	7,250,000	2,593,663	4,656,337
State Funds	475,000		475,000
Others		(688)	688
Total	7,725,000	2,592,975	5,132,025

STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II (BPL40)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
26 14	1,250,000	12/15/16	63,549	166,812
		12/15/17	129,277	
		12/15/17	23,737	
		12/15/17	201	
		12/10/18	363,679	
		12/10/19	264,920	
		12/10/19	52,315	
		04/30/20	164,510	
		10/28/20	17,816	
		10/28/20	2,496	
		10/28/20	688	
61 16	850,000	12/15/16	35,761	148,554
		12/15/17	94,934	
		12/15/17	17,431	
		12/15/17	147	
		12/10/18	249,897	
		12/10/19	182,021	
		12/10/19	35,945	
		04/30/20	85,312	
13 19	1,000,000	12/10/19	75,158	718,570
		12/10/19	14,842	
		04/30/20	191,430	
174 19	400,000			400,000
63 21	400,000			400,000
60 21	1,500,000			1,500,000
156 21	250,000			250,000
Total	5,650,000		2,066,064	3,583,936

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”), which if adopted, would authorize the County of Westchester (the “County”) to issue up to \$2,200,000.00 in bonds to finance a component of capital project BPL26 - Flood Mitigation (“BPL26”). Also attached is an Act authorizing an intermunicipal agreement (“IMA”) with the Town of Mamaroneck (the “Town”) setting forth the terms of the flood mitigation project.

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would fund up to 50% of the costs associated with a municipally proposed project to replace the Waverly Avenue Bridge with a culvert that is wider and aligned with the stream channel to improve the carrying capacity of the culvert and accommodate flood waters. The project will implement a component of the larger U.S. Army Corps of Engineer’s project to reduce flooding and flood damage, particularly in the immediate vicinity of the bridge and along Waverly Avenue, which becomes impassable during even moderate flood events. It is estimated that the project will take three (3) years months to complete.

Your Committee is advised that the IMA, a copy of which is attached, will set forth the responsibilities of the County and the Town in connection with the project. In accordance with the IMA, the County and the Town will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be \$4,169,972.00. The County will pay to the Town, on a reimbursement basis, an amount not to exceed \$2,084,986.00. Your Honorable Board will note that the bonding request is for \$2,200,000 to include additional County costs for staff hours and administration of the project.

Your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) in 2011 to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134-2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed. The Town and the Mamaroneck River are both identified as areas of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth on the attached 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 SEQRA documentation and concurs with this conclusion.

Your Committee is further advised that since BPL26 is a "general fund" project, specific components are subject to a Capital Budget Amendment. Section 1 of the Bond Act authorizes an amendment to the County's Capital Budget to the extent the project scope is inconsistent with any details set forth in the current Capital Budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2022 Capital Budget to reflect the specific location of this project component.

In addition, section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: July 25, 2022
White Plains, New York

Handwritten signatures in blue and black ink.

Handwritten signature in black ink.

Handwritten signature in black ink.

COMMITTEE ON

C:\jpg\3.10.22

Budget & Appropriations

Public Works & Transportation


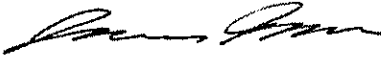



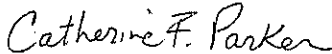

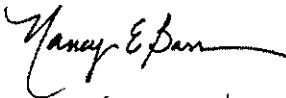

Environment, Energy
& Climate

Dated: July 25, 2022
White Plains, New York


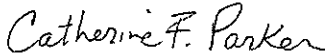


The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:



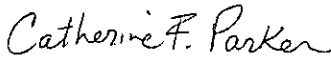
Budget & Appropriations

Public Works & Transportation

Environment, Energy & Climate

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ 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

Waverly Ave Bridge Mamaroneck

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,200,000 PPU 20 Anticipated Interest Rate 3.14%

Anticipated Annual Cost (Principal and Interest): \$ 146,424

Total Debt Service (Annual Cost x Term): \$ 2,928,480

Finance Department: Interest rates from May 25, 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):

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: David Kvinge

Title: Assistant Commissioner

Department: Planning


Date: 6/7/22

Reviewed By: [Signature]

Budget Director

Date: 4/5/22

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

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

DATE: April 14, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION (TOWN OF MAMARONECK)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
03-31-2022 (Unique ID: 1857)

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;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: The replacement bridge will be slightly wider to accommodate sidewalks.

DSK/cnm

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

RESOLUTION 21-24

WESTCHESTER COUNTY PLANNING BOARD

**Amendment of Planning Board Report on 2021 Capital Project Requests
BPL26 Flood Mitigation**

WHEREAS, the County of Westchester has established **Capital Project BPL26 Flood Mitigation**, a general fund, to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County; and

WHEREAS, the reconstruction of the bridge at Waverly Avenue in the Town of Mamaroneck, in the amount of \$2,200,000, will reduce flooding and flood damage for roadways and properties in the vicinity, including areas included within the study area of the US Army Corps of Engineers General Reevaluation Study of the Mamaroneck and Sheldrake Rivers, included in the stormwater reconnaissance plan for the Coastal Long Island Sound drainage basin; and


WHEREAS, the project has been reviewed and approved by the County Stormwater Advisory Board and will be subject to further detailed review by County staff; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend the Capital Project BPL26 Flood Mitigation to add the project to Capital Project BPL26 and authorize bonding to fund up to 50% of the project; and

WHEREAS, the project is consistent with the County Planning Board's long-range planning policies set forth in *Westchester 2025 - Policies to Guide County Planning*, in that it will help preserve and protect the County's natural resources and environment, both physical and biotic and will help mitigate the impacts of flooding; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2021 Capital Project Requests to include the Capital Project BPL26 Flood Mitigation for the reconstruction of the bridge at Waverly Avenue in the Town of Mamaroneck.

Adopted this 5th day of October 2021


Richard Hyman, Chair

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF WAVERLY AVENUE BRIDGE IN THE TOWN OF MAMARONECK WITH A CULVERT; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$2,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,200,000 BONDS HEREIN AUTHORIZED TO FINANCE SAID COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$2,200,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the replacement of Waverly Avenue Bridge in the Town of Mamaroneck with a culvert; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The total estimated maximum cost of said object or purpose,

including preliminary costs and costs incidental thereto and the financing thereof is \$2,200,000. The plan of financing includes the issuance of \$2,200,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$2,200,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 10 of the Law, is twenty (20) 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 \$2,200,000. 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 \$2,200,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and

contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with;

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

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

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

* * *

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

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

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

(SEAL) The Clerk and Chief Administrative Office of the
County Board of Legislators County of Westchester,
New York

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF WAVERLY AVENUE BRIDGE IN THE TOWN OF MAMARONECK WITH A CULVERT; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$2,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,200,000 BONDS HEREIN AUTHORIZED TO FINANCE SAID COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20__)

object or purpose: to finance the replacement of Waverly Avenue Bridge in the Town of Mamaroneck with a culvert; 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: \$2,200,000; twenty (20) 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:* BPL26	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 01-03-2022
Fact Sheet Year:* 2022	Project Title:* FLOOD MITIGATION	Legislative District ID: 7
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 1857

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	11,000	0	0	0	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	51,750	20,750	11,000	0	0	0	0	20,000

Expended/Obligated Amount (in thousands) as of : 6,626

Current Bond Description: The project involves the replacement of the existing Waverly Avenue Bridge in the Town of Mamaroneck with a culvert that is wider and aligned with the stream channel to improve the carrying capacity of the culvert and accommodate flood waters.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,200,000
Cash:	0
Total:	\$ 2,200,000

SEQR Classification:

TYPE II

Amount Requested:

2,200,000

Comments:

The project will implement a component of the larger USACE project and will reduce flooding and flood damage, particularly in the immediate vicinity and along Waverly Avenue, which becomes impassable during even moderate flood events, preventing access by emergency vehicles to portions of Mamaroneck.

Energy Efficiencies:

N/A

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A STUDY FOR A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	DESIGN AND CONSTRUCTION OF USACE PROJECT IN VILLAGE OF MAMARONECK

Total Appropriation History:

31,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,874	2,502,238	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	70,000	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	108	300,000	0	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	1,000,000	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	0	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUE ID# 1694)
21	175	270,000	0	FLOOD MITIGATION-YONKERS (UNIQUE ID# 1692)

Total Financing History:

8,306,499

Recommended By:

Department of Planning
WBB4

Date
03-31-2022

Department of Public Works
RJB4

Date
04-01-2022

Budget Department
LMY1

Date
04-04-2022

Requesting Department
WBB4

Date
04-04-2022

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	6,626	11,000					20,000
Non County Share									
Total	51,750	20,750	6,626	11,000					20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	11,000,000			11,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	PARTIALLY IN PROGRESS
2013	5,000,000	Flood related projects	AWAITING BOND AUTHORIZATION
2015	150,000	Design of a study for a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
Total	20,750,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	20,750,000	6,009,371	14,740,629
Total	20,750,000	6,009,371	14,740,629

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18	70,000			70,000
108 19	300,000			300,000
247 19	1,000,000			1,000,000
171 21	350,000			350,000
175 21	270,000			270,000

**FLOOD MITIGATION
(BPL26)**

Total	8,306,500	5,843,365	2,463,135
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ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mamaroneck in connection with a flood mitigation project (Capital Project BPL26).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Town of Mamaroneck (the “Town”), in substantially the form attached hereto, in connection with a flood mitigation project to be conducted in the Town to mitigate flooding and flood damage in the immediate vicinity of the Waverly Avenue Bridge and along Waverly Avenue (the “Project”).

§2. The County is hereby authorized to accept any real property interests from the Town in connection with the Project.

§3. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project.

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

§5. This Act shall take effect immediately.

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

THE TOWN OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 740 West Boston Post Road, Mamaroneck, New York, 10543

(hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with County municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4, 2014 by Act No. 134 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of a flood mitigation and/or flood damage reduction project involving the replacement of the Waverly Avenue Bridge, which is included in the U.S. Army Corps of Engineers Mamaroneck-Sheldrake Rivers General Revaluation Report and, as such, is an eligible project area in the Reconnaissance Plan (the "Project"), and further described herein, to be undertaken by the Municipality; and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution as evidenced by the date on the top of page 1 of this Agreement and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project. The Project is located in the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to \$2,084,986.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$4,169,972.00 shall be paid up to fifty (50) percent by the County (up to \$2,084,986.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$4,169,972.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be

expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the "Flood Mitigation Criteria" developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality's appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning ("Planning Commissioner"). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation ("DPWT Commissioner"). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the "Easement(s)") in, upon, under and over that portion of the Municipality's property within which the Project is located (the "Property"), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule "B". The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E".

Section 4.1. As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to:

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

To the Municipality:

The Town of Mamaroneck
740 West Boston Post Road
Mamaroneck, New York, 10543

with a copy to:

DRAFT

ARTICLE VII
INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any “Environmental Damages” to the Property. “Environmental Damages” shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney’s fees and disbursements and consultants’ fees, any of which are incurred as the result of the existence of “Hazardous Material” or “Hazardous Waste” upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of “Environmental Requirements” pertaining to the Property, regardless of whether the existence of such “Hazardous Materials” or “Hazardous Waste” or the violation of “Environmental Requirements” arose prior to the Municipality or County’s ownership of the Property, including, without limitation:

- (i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;
- (ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such “Hazardous Materials” or “Hazardous Waste” or violation of “Environmental Requirements” including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and
- (iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;
- (iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
- (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or
 - (iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or
 - (v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or
 - (vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or
 - (vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. 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 all or part of this Article, 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 all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County 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 County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement 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, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto, and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By: _____
Norma Drummond
Commissioner of Planning

TOWN OF MAMARONECK

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 2022-_____
on the _____ day of _____, 2022

Approved by the Town Board of the Town of Mamaroneck on the _____ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

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

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate 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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized and that
such authority is in full force and effect at the date hereof

(Signature)

STATE OF NEW YORK)

SS: COUNTY OF WESTCHESTER)

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

_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

Notary Public
County of _____

SCHEDULE "A"

SCOPE OF WORK

1. Site Preparation and Confirmation of Constructability
2. Close Road and Redirect Vehicular and Pedestrian Traffic
3. Removal of Existing Structures
4. Installation/Construction of New Structures
5. Site Restoration and Cleanup

DRAFT

SCHEDULE "B"

Easement Agreement(s) Form

Attached

DRAFT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 20__, by

THE TOWN OF MAMARONECK, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at 740 West Boston Post Road, Mamaroneck, New York 10543 ("Grantor"); and

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/or the "Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of the fee title of those ## certain parcels of real property located in the Village, Town or City of _____, New York and identified on the tax maps of the Village, Town or City of _____ as: #. Section __, Block __, Lot __, [repeat as necessary], which real property is more particularly described in Schedule "B-1," which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule "B-1," which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Intermunicipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

TOWN OF MAMARONECK

By: _____

COUNTY OF WESTCHESTER

By: _____

Record and Return to:

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

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

Signature and Office of individual
taking acknowledgment

SCHEDULE "B-1"

(Property Description)

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$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.

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.

DRAFT

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

INSERT VENDOR DIRECT FORM

DRAFT

SCHEDULE "E"

County's Discretionary Funding Policy attached hereto.

DRAFT

WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010

Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

DRAFT

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 12th day of May, 2022, recommended the appointment of John Infelice of North Salem, New York, as a CSEA Union member of the Westchester County Deferred Compensation Board, for a term to commence on May 12, 2022 and to expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day of July, 2022, approved the appointment of John Infelice as a CSEA Union member of the Westchester County Deferred Compensation Board, for a term to expire on December 31, 2023, NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains several handwritten signatures in black and blue ink. At the top, there are two long, horizontal signatures. Below them, on the right, is a signature that appears to read 'Catherine R'. In the center, there is a large, stylized signature that looks like 'SJR'. Below that, there is a signature that appears to read 'Terry'. At the bottom, there is a signature in blue ink that appears to read 'Nancy Paine'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

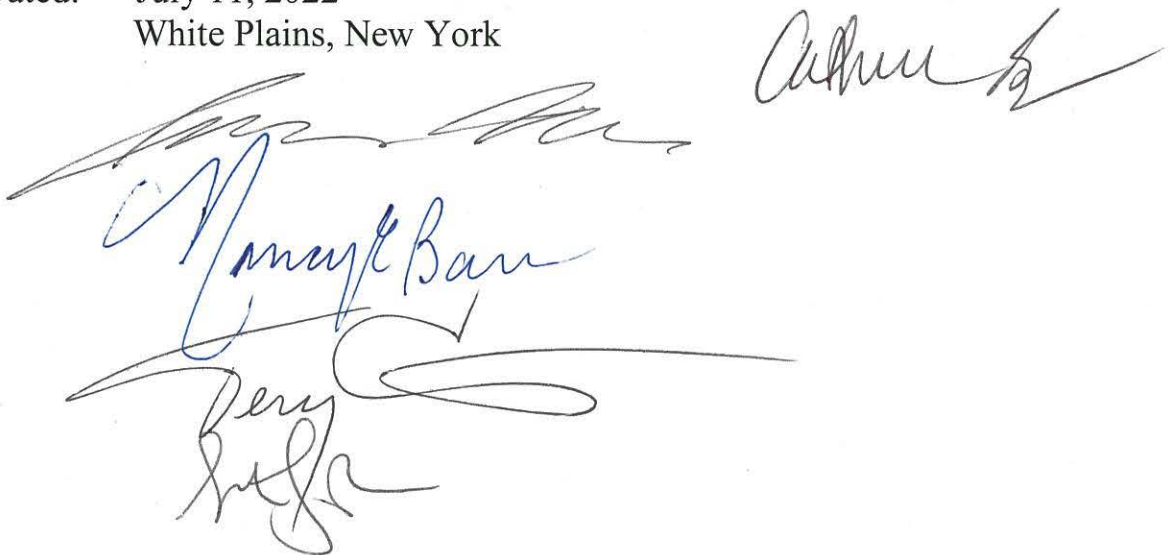
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 26th day of May, 2022, recommended the appointment of Jennifer Fields-Tawil of Ossining, New York, as the “individual qualified by experience to serve as a representative of the officials of local municipalities” member of the Westchester County Solid Waste Commission, for a term to commence on May 26, 2022 and serve at the pleasure of the County Executive, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day of July, 2022, approved the appointment of Jennifer Fields-Tawil as the “individual qualified by experience to serve as a representative of the officials of local municipalities” member of the Westchester County Solid Waste Commission; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains four handwritten signatures in blue ink. The signatures are stylized and cursive. The signature in the middle is clearly legible as "Marilyn Barr". The other three signatures are more abstract and difficult to decipher.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

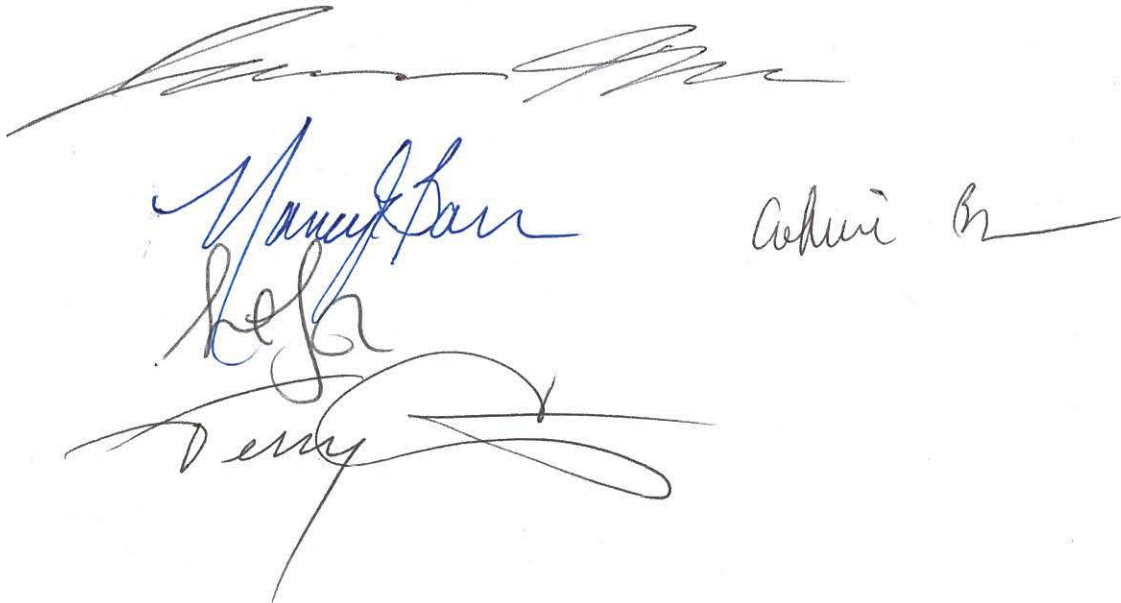
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 4th day of May, 2022, recommended the appointment of Damani Bush of Mount Vernon, New York, as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board, for a term to commence on May 4, 2022, and expire on December 31, 2023, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day of July, 2022, approved the appointment of Damani Bush to the Westchester County Refuse Disposal District No. 1 Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains several handwritten signatures in blue and black ink. At the top is a long, horizontal signature. Below it, on the left, are three more signatures, with the middle one being 'Nancy Pan'. To the right of these is a signature that appears to be 'Arthur B.'. At the bottom is a large, stylized signature.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

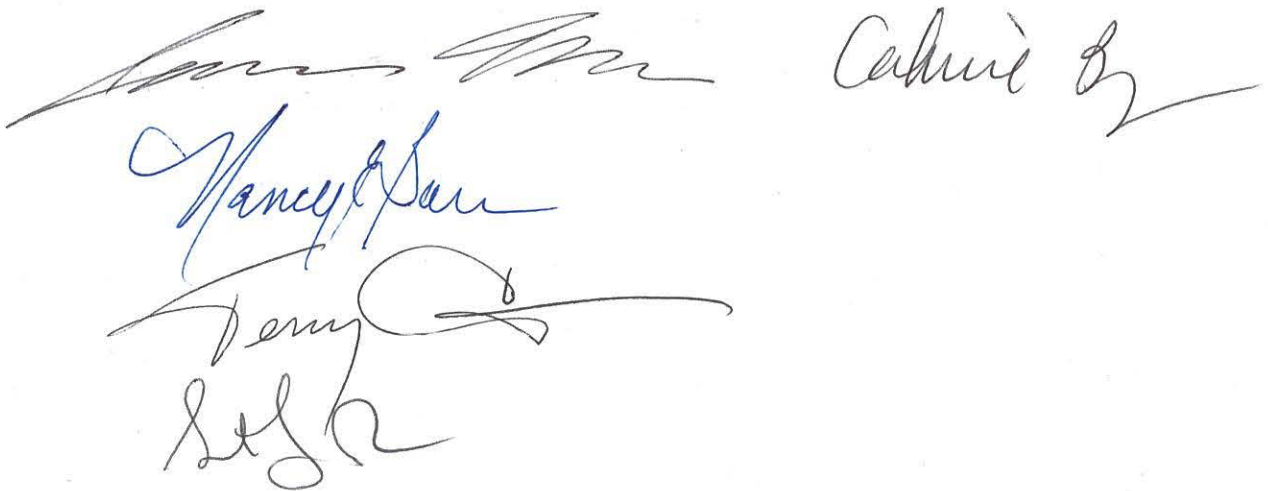
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 12th day of May, 2022, recommended the appointment of Christopher Duffelmeyer of Hopewell Junction, New York, as an at-large member of the Westchester County Fire Advisory Board, for a term to commence on May 12, 2022 and expire on December 31, 2024, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day, of July, 2022, approved the appointment of Christopher Duffelmeyer as an at-large member of the Westchester County Fire Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York



Catharine

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

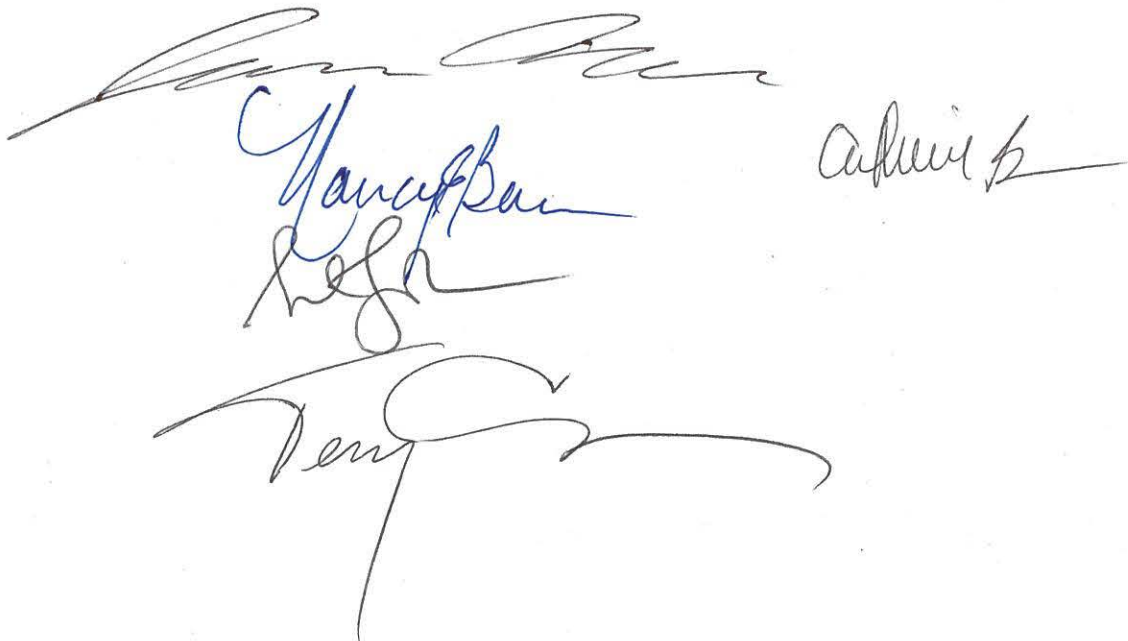
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 21st day of March, 2022, recommended the reappointment of Stephanie Marquesano, of Ardsley, New York, as a voluntary sector member of the Westchester County Community Services Board, for a term to commence March 21, 2022, and to expire on December 31, 2025, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, on the 11th day of July, 2022, approved the reappointment of Stephanie Marquesano as a voluntary sector member of the Westchester County Community Services Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains five handwritten signatures in blue ink. The signatures are arranged in a cluster, with some overlapping. The names are not legible from the handwriting.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

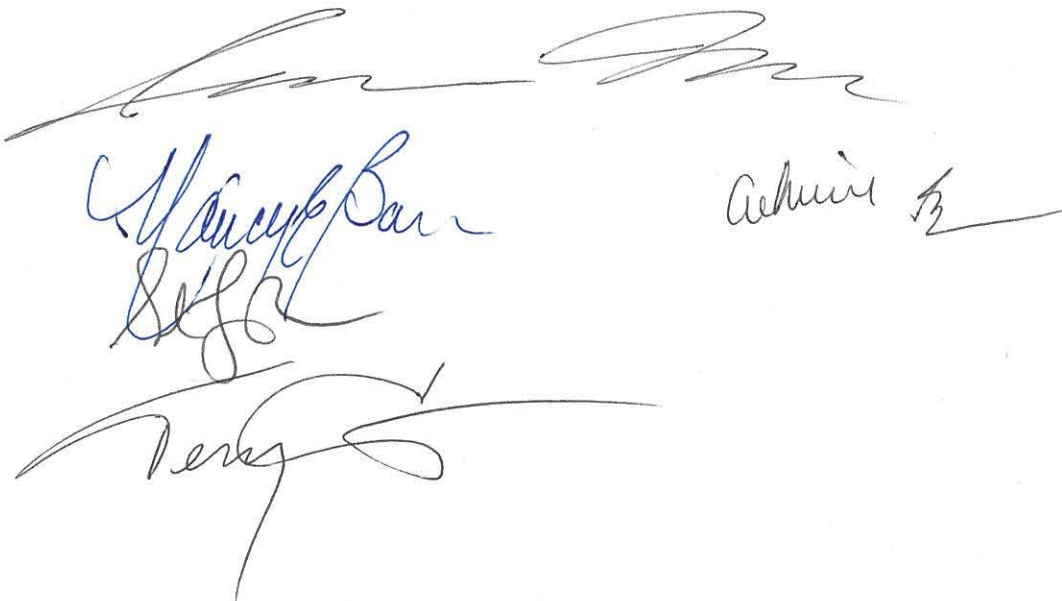
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 14th day of February, 2022, recommended the reappointment of Rabab Abdalla of New Rochelle, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on February 14, 2022, and expire on December 31, 2023, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 11th day of July, 2022 approved the reappointment of Rabab Abdalla as a member of the Westchester County African American Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: July 11, 2022
White Plains, New York

The block contains several handwritten signatures in blue and black ink. At the top, there are two long, horizontal signatures. Below them, on the left, are two more signatures, one of which appears to be 'Rabab Abdalla'. To the right of these, there is a signature that looks like 'Admiral B'. At the bottom left, there is a large, stylized signature that appears to be 'Rabab'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 23rd day of May, 2022, recommended the reappointment of Lola Hunter of Elmsford, New York, as the Legislative District 8 representative member of the Westchester County Council for Seniors, for a term to commence May 23, 2022, and to expire on December 31, 2023, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 25th day of July, 2022, approved the reappointment of Lola Hunter as the Legislative District 8 representative member of the Westchester County Council for Seniors; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: July 25, 2022
White Plains, New York



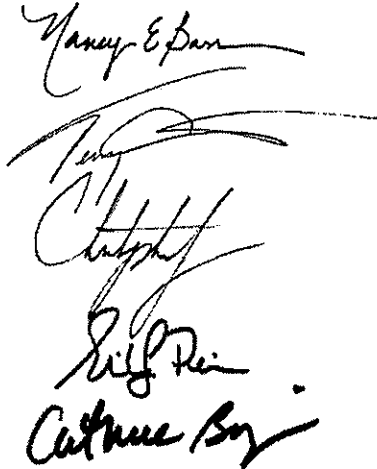
COMMITTEE ON APPOINTMENTS

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

APPOINTMENTS COMMITTEE



The block contains five handwritten signatures, stacked vertically. From top to bottom, they appear to be: Nancy E. Pan, [illegible], [illegible], [illegible], and Catherine Boy. The signatures are written in black ink on a white background.

RESOLUTION - 2022

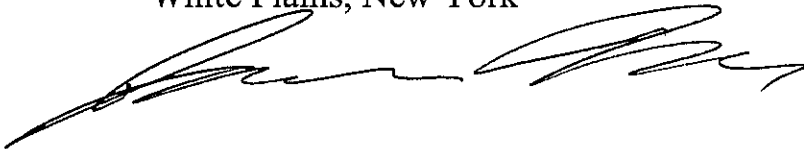
TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Executive having on the 16th day of May, 2022, recommended the reappointment of Ann Gallelli of Croton-on-Hudson, New York, as the Legislative District 9 representative member of the Westchester County Council for Seniors, for a term to commence May 16, 2022 and to expire on December 31, 2023, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 25th day of July, 2022, approved the reappointment of Ann Gallelli as the Legislative District 9 representative member of the Westchester County Council for Seniors; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: July 25, 2022
White Plains, New York

A handwritten signature in black ink, appearing to be a stylized name, possibly "Ann Gallelli", written over a horizontal line.

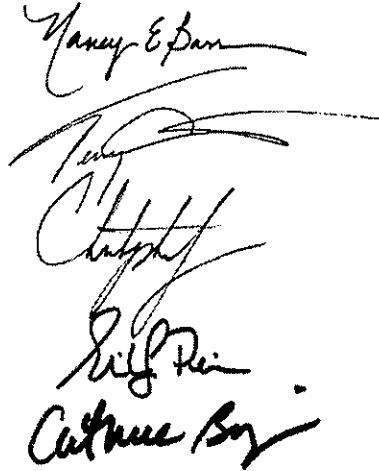
COMMITTEE ON APPOINTMENTS

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

APPOINTMENTS COMMITTEE



The block contains five handwritten signatures, stacked vertically. From top to bottom, they appear to be: Nancy E. Dunn, Tony [unclear], Christopher [unclear], Jeff [unclear], and Catherine [unclear]. The signatures are in black ink and are somewhat stylized.

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (“County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County, acting by and through the Department of Health, shall refer suspected late stage syphilis patients to WCHCC for diagnosis by lumbar puncture. The County shall pay WCHCC on a per patient basis at no more than the current Medicaid rate for any County referred patients who do not have medical insurance to pay WCHCC for the cost of its medical services rendered by it to such patients. The total aggregate amount to be paid by the County to WCHCC under the agreement shall not exceed Six Thousand (\$6,000.00) Dollars. The County shall be partially reimbursed by New York State for its expenditures under this agreement.

WCHCC shall use the monies paid by the County under the agreement to pay WCHCC’s costs for providing the above “diagnosis by lumbar puncture” services (including but not limited to staff salaries). WCHCC shall provide a semi-annual accounting to the Commissioner of the Department of Health upon the County’s written request to WCHCC to verify that the funds were spent in this manner. The prior agreement for these services expired on December 31, 2021.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement. Said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

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

Your Committee has carefully considered and recommends approval of the proposed Act by your Honorable Board's majority vote.

Dated: July 18th, 2022
White Plains, New York

Henry J. Zeller Jr.
Catharine B.
Nancy Barr
Daniel M. Baker
H. J. A.
J. H. L.

Henry J. Zeller Jr.
Catharine B.
Nancy Barr
Daniel M. Baker

COMMITTEE ON

C: JPG/06/08/22

Budget &
Appropriations

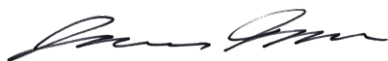
Health

Dated: July 18, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET AND APPROPRIATIONS
COMMITTEE**



David J. Iulio

Catherine F. Parker

**HEALTH
COMMITTEE**



FISCAL IMPACT STATEMENT

SUBJECT: SYPHILIS DIAGNOSIS VIA LUMBAR

☐ 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: Fund: 101; Dept. 27; Unit: 0010; SubUnit: 5250;

Object/SubObject: 4380-65; Function: HSSN

Potential Related Operating Budget Expenses: Annual Amount \$1,200

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$430

Describe: State Aid

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

Current Year: _____

Anticipated expenditures of \$1,200 per year for the five (5) year contract period of ... cont'd

Next Four Years: _____

... 01/01/22 through 12/31/26 with anticipated State Aid revenue of \$430 (36%) per year

Prepared by: Joseph Mathews

Title: Director of Fiscal Operations

Department: Health

Date: June 6, 2022

Reviewed By: [Signature]

Budget Director

Date: 6/14/22

ACT NO. 2022 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer suspected late stage syphilis patients for diagnosis by lumbar puncture.

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 an agreement with the Westchester County Health Care Corporation ("WCHCC"), for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County shall refer suspected late stage syphilis patients to WCHCC for diagnosis by lumbar puncture. The County shall pay WCHCC on a per patient basis at no more than the current Medicaid rate for any County referred late state syphilis patients who do not have medical insurance to pay WCHCC for the cost of its medical services rendered by it to such patients. The total aggregate amount to be paid by the County to WCHCC under this agreement shall not exceed Six Thousand (\$6,000.00) Dollars. The County shall be partially reimbursed by New York State for its expenditures under this agreement.

§2. WCHCC shall use the monies paid by the County under the agreement to pay WCHCC's costs for providing the above "diagnosis by lumbar puncture" services (including but not limited to staff salaries). WCHCC shall provide, upon the County's written request, a semi-annual accounting to the Commissioner of the Department of Health to verify that the funds were spent in this manner.

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

§4. This Act shall take effect immediately.

THIS 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

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavillion, 100 Woods Road, Valhalla, New York 10595, (hereinafter referred to as the "Corporation")

WITNESSETH:

WHEREAS, the County, through its Department of Health ("Department"), desires to establish a working relationship with the Corporation to obtain services whereby the County will refer its Department's patients for late stage syphilis diagnosis by lumbar puncture which the County is unable to provide; and

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

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

FIRST: In accordance with applicable laws and Corporation policies, and to the extent Corporation's medical staff determines services are medically appropriate and Corporation has available resources, Corporation shall furnish the services to Department of Health patients referred by the County for late stage syphilis diagnosis by lumbar puncture in accordance with Schedule "A", which is attached hereto and made a part hereof.

SECOND: For patients referred by County who have medical insurance which covers the services provide by Corporation pursuant to Paragraph "FIRST", Corporation will first seek

payment for such services from the patient's medical insurance provider. For those patients referred by County who do not have medical insurance covering the services rendered pursuant to Paragraph "FIRST", the Corporation shall be paid by County on a per patient basis at the than the current Medicaid rate. The total amount payable pursuant to this Agreement shall not exceed Six Thousand Dollars (\$6,000.00) per Term ("Cap"). County shall immediately cease referring patients to Corporation in the event this Cap is obtained and Corporation will have no obligation to accept referrals from County once the Cap is obtained.

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a monthly basis paid only after approval by the Commissioner of the County Department of Health or his duly authorized designee (the "Commissioner"), which approval shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Commissioner.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

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

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the County shall not be restricted from withholding

payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

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

The Corporation shall use the monies paid by the County under this Agreement to pay the Corporation's costs for providing the health care services required under paragraph "FIRST" of this Agreement (including but not limited to staff salaries). Upon County's written request, the Corporation shall provide the Commissioner with a semi-annual accounting to verify that the money has been spent in this manner, unless services are being denied, in which case the County may cease payment until an accounting is provided. In addition, the County, if it desires an accounting on a more frequent basis, may have access to the relevant books and records of the Corporation upon reasonable notice in order to conduct its own audit of such payment and expenses, provided that the same is done at the County's sole cost and expense.

THIRD: The term of this Agreement ("Term") shall commence on January 1, 2022 and shall expire on December 31, 2026.

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

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

FOURTH: The Corporation shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: (a) Either party may cancel this Agreement with or without cause and without liability upon thirty (30) days prior written notice.

(b) In the event the Corporation shall lose its accreditation, operating certificate, or licensure, it shall immediately notify the County of that fact in writing. In such event, the County may, upon written notice, terminate this Agreement immediately and the requirements of providing thirty (30) days written notice shall not apply.

SIXTH: To the extent allowed under law, including receipt of any required patient authorizations, the County shall be entitled to copies of all records compiled by the Corporation in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data.

SEVENTH: All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

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

NINTH: a. The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. The Corporation, its officers, agents and employees and subcontractors shall treat all client/patient information, which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

b. All referrals will be sent with a release of records request, completed by the patient, to the Corporation to report back to the County following evaluation, as well as insurance/payor documentation.

c. The provisions contained in this paragraph "NINTH" shall survive the expiration or termination of this Agreement.

TENTH: The Corporation expressly agrees that neither it nor any person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Corporation acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: To the extent allowed under law, the Corporation agrees that:

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

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

TWELFTH: The Corporation and the County agree that the Corporation and its officers, employees, agents, contractors, subcontractors 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 Corporation covenants and agrees that neither the Corporation nor any of its officers, employees, agents, contractors, subcontractors 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.

THIRTEENTH: 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, or sent by facsimile (with acknowledgment received and a copy of the notice sent by 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, Department of Health
10 County Center Road, 2nd Floor
White Plains, New York 10607

with a copy to:

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

To the Corporation:

Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion
100 Woods Road
Valhalla, New York 10595
Attn: Dr. David Markenson
Medical Director, Disaster Medicine and Regional Emergency Services

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion
100 Woods Road
Valhalla, New York 10595
WMCLegalNotices@WMCHHealth.org

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

projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "B" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Corporation agrees to complete the questionnaire attached hereto as Schedule "B", as part of this Agreement.

FIFTEENTH: 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.

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

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

SEVENTEENTH: Attached hereto and forming a part hereof as Schedule "C" is a questionnaire entitled "Required Disclosure of Relationships to County". The Corporation agrees to complete and sign said questionnaire as part of this Agreement. In the event that any

information provided in the completed questionnaire changes during the term of this Agreement, Corporation agrees to notify County in writing within ten (10) business days of such event.

EIGHTEENTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "D". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account.

The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Consultant that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

NINETEENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the General Counsel of the Corporation and the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By: _____
Sherita Amler, M.D.
Commissioner, Department of Health

THE WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators on the _____ day of _____,
20__ by Act No _____

Authorized by the Board of Acquisition and Contract of the County of Westchester on the
_____ day of _____, 20__.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

SCHEDULE "A"

PROCEDURE FOR REFERRAL OF WESTCHESTER COUNTY DEPARTMENT OF HEALTH (WCDH) PATIENTS FROM SEXUALLY TRANSMITTED DISEASES (STD) CLINICS TO WESTCHESTER MEDICAL CENTER AMBULATORY CARE SERVICES DEPARTMENT/ADULT PRIMARY CARE CENTER (WMC APCC)

1. The clinician in the WCDH STD Clinic will complete the WCDH Referral Form and attach copies of all current laboratory reports when referring a patient from the STD clinic to Westchester Medical Center.
2. A signed Consent of Release of Information from the patient must be included, as well as documentation of payor source (medical insurance or County).
3. The WCDH referring clinician must notify the WMC Adult Primary Care Center (APCC) designee prior to referral and to schedule an appointment. (specific patient demographic information will be included on Referral Form, as available). **The contact phone number for all referrals is (914) 493-7667.**
4. The patient must present to the WMC APCC with the WCDH Referral Form and required documents.
5. WMC APCC will send WCDH a copy of the medical encounter within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343. When available, WMC will bill the patient's medical insurance provider. Otherwise, the WCDH will pay at the then-current Medicaid rate for services rendered. A bill will be forwarded to the WCDH (with copy of referral) to:

Westchester County Department of Health
Financial Administration
10 County Center Road, 2nd Floor
White Plains, New York 10607
6. The WMC APCC clinician will contact the WCDH Director of Communicable Diseases at (914) 813-5180, when deemed appropriate.
7. The WCDH clinician will contact the WMC APCC designee, the Director of Ambulatory Care at (914) 493-8778 or the Managed Care Coordinator at (914) 493-7678, when deemed appropriate at (914) 493-8581.

WESTCHESTER COUNTY DEPARTMENT OF HEALTH
REFERRAL FORM

Use typewriter or ballpoint pen • Write firmly on hard surface

REFERRAL REQUEST TO: DATE OF REQUEST

PATIENT NAME: Last, first, middle DATE OF BIRTH

PATIENT ADDRESS: Number & Street, City, State, Zip MALE FEMALE

PARENT/GUARDIAN: Name & Address TELEPHONE #

REFERRED BY: TELEPHONE & EXT.

Name: _____

Address: _____

REASON FOR REFERRAL: (list all pertinent information)

Signature of Referring Physician *Date*

REPORT OF REFERRAL

Findings:

Recommendations:

Signature *Date*

White copy-Return to Health Department
Copy-Patient Records

Yellow copy-Provider of Consultation/Service

Pink

Referral Form 1/Rev 96

SCHEDULE "B"

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

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

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

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

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

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

X No
 Yes

_____ Women

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

355

SCHEDULE "C"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor: Westchester County Health Care Corporation

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes X No _____

If yes, please provide details: Pursuant to Public Officers Law and based on records maintained by WCHCC of outside employment in excess of \$1,000 per annum, WCHCC has no record of any employee that is also an officer or employee of Westchester County. As a Public employer, WCHCC employs over 3300 employees and staff from Westchester County and surrounding areas and many of whom are former County of Westchester employees. Upon information and belief, some WCHCC employees are related by marriage or consanguinity to employees of the County of Westchester.

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____ Not Applicable X

If yes, please provide details: WCHCC is a public benefit corporation existing by virtue of the Laws of the State of New York and, as such, is not privately owned.

To answer the following question, the following definition of the word "interest" shall be used:

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

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

2. Do any officers or employees of the County have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No X

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**Authorization Is:
(check one)☐ New☐ Change**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct**Section I - Vendor Information**

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

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

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

A **LOCAL LAW** authorizing the County of Westchester, acting by and through the Westchester Community College (“WCC”), to amend the lease agreement with Brooks Shopping Centers, LLC (“Landlord”) for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21st century facility

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

Section 1. The County of Westchester, acting by and through Westchester Community College (“WCC”), is hereby authorized to amend the lease agreement (“Lease”) with Brooks Shopping Centers, LLC (“Landlord”) for space located at the Cross County Shopping Center (“CCSC”), Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21st century facility. The work that WCC has requested the Landlord to undertake includes, but is not limited to: High-Flex classrooms that enable students to be taught in person and remotely at the same time; and additional wiring and related infrastructure work required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College’s ability to stay competitive with other institutions of higher learning.

§2. All other terms and conditions of the Lease, as previously amended, shall remain in full force and effect.

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

§4. This Local Law shall take effect immediately.

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law which, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through the Westchester Community College (“WCC”) to amend the lease agreement (the “Lease”) with Brooks Shopping Centers, LLC (the “Landlord”) for space located at the Cross County Shopping Center (“CCSC”), Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21st century facility.

The Lease, as previously amended, provides terms for the relocation of WCC’s Yonkers Extension Center (the “Extension Center”) from the 12,165 square feet of space located at the Cross County Shopping Center (“CCSC”), Yonkers (the “Original Premises”) to a new, 39,093 square foot premises (the “New Premises”) at the CCSC once the work necessary for WCC’s occupancy (the “Landlord’s Work”) is complete and WCC is able to relocate the Extension Center to the New Premises (the “Adjustment Date”).).

Your Committee is advised that the original term of the Lease commenced on May 1, 2010 and expired on April 30, 2020 (the “Original Term”) and, pursuant to your Honorable Board’s Local Law enacted on May 4, 2020, the Lease was extended by eight months from May 1, 2020 to December 31, 2020. Pursuant to your Honorable Board’s Local Law enacted on December 8, 2020, the Lease was further extended for one year from January 1, 2021 to December 31, 2021. By Local Law 11-2021 enacted on October 18, 2021, your Honorable Board authorized the County to further amend the Lease in order to provide terms for relocation of the Extension Center to the New Premises on the Adjustment Date, and to extend the term of the Lease for ten (10) years from the Adjustment Date.

Your Committee is advised that, pursuant to Local Law 11- 2021, and the amendment to the Lease that it authorized, the Landlord, using its architect and contractors, will perform the Landlord’s Work, in accordance with plans that have been reviewed and approved by WCC, at a

cost to the Landlord not to exceed \$5,918,768.53 (the “Landlord’s Work Allowance”), and WCC will be responsible for any additional cost of said work or of any change orders requested by WCC. Local Law 11-2021 further provided that change orders that result in an increase to the total amount payable under the Lease in excess of ten percent (10%) of the total principal amount of the Landlord’s Work Allowance will require an amendment to the Lease and will be subject to approval of the Board of Legislators and the Board of Acquisition and Contract.

Your Committee is advised that WCC has requested the Landlord to undertake the following work, which includes, but is not limited to, High-Flex classrooms that enable students to be taught in person and remotely at the same time. This capability was installed at the main campus during the COVID-19 pandemic and is needed at this state-of-the-art facility as the methodologies used to provide advanced education continue to evolve. Additional wiring and related infrastructure work is also required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College’s ability to stay competitive with other institutions of higher learning.

Your Committee is advised that these change orders requested by WCC are estimated to cost up to \$900,000.00, which exceeds the authority your Honorable Board granted to the Board of Acquisition & Contract in this matter. Therefore, pursuant to Local Law 11-2021, approval of your Honorable Board for an amendment (“Fourth Amendment”) to the Lease is necessary. All other terms and conditions of the Lease, as previously amended, will remain in full force and effect.

The proposed Fourth Amendment requires the same approval as the Lease and its prior amendments, namely a Local Law approved by a two-thirds majority of your Honorable Board.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQRA”) have been met. The Planning Department advises that the proposed Fourth Amendment is classified as a Type II action.

Therefore, no further action is required by your Honorable Board. Your Committee has reviewed the annexed SEQRA memo and concurs with that conclusion.

Upon careful consideration, your Committee finds the proposed Fourth Amendment to be in the County's best interest as it provides for the necessary enhancements to new and improved Yonkers Extension Center and therefore your Committee recommends approval of the proposed Local Law.

Dated: July 11, 2022
White Plains, New York


Colin O'Sullivan
Lefter
C. M.
Nancy E. Bar
D. M.
Jewell Z. Green to be

Colin O'Sullivan
Nancy E. Bar
D. M.

Budget & Appropriations | Public Works & Transportation

COMMITTEESON:

c/dlv

Dated: July 11, 2022

White Plains, New York

The following members attended the meeting remotely pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Mary Jane Skimsky
Tye H. C.

Mary Jane Skimsky
Tye H. C.

COMMITTEES ON

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

SUBJECT: Lease-Construction Yonkers Ext. ☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 900,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 5443701

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____


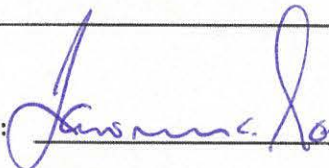
Next Four Years: _____

Prepared by: Stewart Glass

Title: Director of Contracting & Procurement

Department: Westchester Community College

Date: June 13, 2022



Reviewed By: _____
Budget Director

Date: 6/17/22

TO: David Vutera, Associate County Attorney
Department of Law

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



DATE: June 7, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AMENDMENT TO
CROSS COUNTY SHOPPING CENTER LEASE AGREEMENT FOR
WESTCHESTER COMMUNITY COLLEGE**

PROJECT/ACTION: A local law authorizing the County of Westchester, acting by and through the Westchester Community College (WCC), to amend a lease agreement with Brooks Shopping Centers, LLC for space at the Cross County Shopping Center, located in the City of Yonkers, for use by WCC's Yonkers Extension Center. The amendment authorizes an increase in the total amount payable to provide for additional work needed at the leased premises in order to enable WCC to operate as a 21st century facility.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**

☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(2):**
replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: Additional work includes creating High-Flex classrooms to support simultaneous in-person and remote learning. as well as additional wiring and related infrastructure to enhance security, wireless internet access, and audio/visual capabilities.

DSK/cnm

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”), which if adopted, would authorize the County of Westchester (the “County”) to issue up to \$220,000.00 in bonds to finance a component of capital project BPL26 - Flood Mitigation (“BPL26”). Also attached is an Act authorizing an intermunicipal agreement (“IMA”) with the Village of Briarcliff Manor (the “Village”) setting forth the terms of the flood mitigation project.

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would fund up to 50% of the costs of a study to provide a summary and update of previous studies and analyses of localized flooding in the Village near the Pocantico River. The study will also collect additional data and information and develop potential projects to alleviate localized and regional flooding, provide cost estimates and evaluate and prioritize those solutions. The study will take approximately eighteen (18) months to complete.

The IMA, a copy of which is attached, will set forth the responsibilities of the County and the Village in connection with the flood mitigation project. In accordance with the IMA, the County and the Village will each provide up to fifty (50%) percent of the total cost of the project which is \$387,000.00. The County will pay to the Village, on a cost reimbursement basis, an amount not-to-exceed \$193,500.00.

Your Committee is advised that this Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) in 2011 to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 120-2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Saw Mill and Pocantico Rivers Watershed. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary funding policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth in the attached 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 SEQRA documentation and concurs with this conclusion.

Your Committee is further advised that since BPL26 is a “general fund” project, specific components are subject to a Capital Budget Amendment. Section 1 of the Bond Act authorizes an amendment to the County’s Capital Budget to the extent the project scope is inconsistent with any details set forth in the current Capital Budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the County’s 2022 Capital Budget to reflect the specific location of this project component.

In addition, section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while an affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: July 25, 2022
White Plains, New York

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[Handwritten signature]

[Handwritten signature]

C:\jpg\6.15.22
COMMITTEE ON
Budget & Appropriations

Public Works & Transportation


Environment, Energy &
Climate

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Vedat Jalin

Mary Jane Skimish
Davis Q. Tabris
David F. Zelnick
Catherine F. Parker
Colin J. Anderson

Public Works & Transportation

Mary Jane Skimish
Davis Q. Tabris
Catherine F. Parker
Colin J. Anderson

Environment, Energy & Climate

Catherine F. Parker
Davis Q. Tabris
David F. Zelnick

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ 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

Briarcliff Manor (Pocantico River)

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 220,000 PPU 5 Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest): \$ 47,149

Total Debt Service (Annual Cost x Term): \$ 235,744

Finance Department: maab 6-23-22

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

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

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☐ Consultant

☒ Not Applicable

Prepared by: William Brady

Title: Chief Planner

Department: Planning


Date: 6/23/22

Reviewed By: 

Deputy Budget Director

Date: 6/23/22

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

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

DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION (Briarcliff Manor)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
05-27-2022 (Unique ID: 1953)

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)(24):** information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action.

COMMENTS: None.

DSK/dvw

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

RESOLUTION 22-07

WESTCHESTER COUNTY PLANNING BOARD

Amendment of Planning Board Report on 2022 Capital Project Requests
BPL26 Flood Mitigation

WHEREAS, the County of Westchester has established **Capital Project BPL26 Flood Mitigation**, a general fund, to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County; and

WHEREAS, the preparation of an engineering study along the Pocantico River within the Village of Briarcliff Manor will identify potential solutions to alleviate recurring flooding in the area of Ash Road and Jackson Road, identified as Flood Problem Area BCM-1 in the Stormwater Reconnaissance Plan for the Pocantico and Saw Mill Rivers Watershed; and

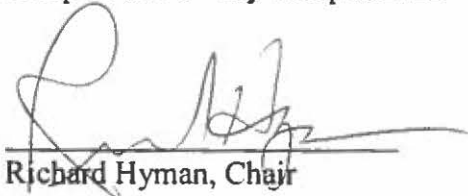
WHEREAS, the project has been reviewed and approved by the County Stormwater Advisory Board and will be subject to further detailed review by County staff; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend the Capital Project BPL26, Flood Mitigation, to add the project to Capital Project BPL26 and authorize bonding to fund up to \$193,500 (50% of the total project) and an additional \$26,500 for County review and administration for a total bond request of \$220,000; and

WHEREAS, the project is consistent with the County Planning Board's long-range planning policies set forth in *Westchester 2025 - Policies to Guide County Planning*, in that it will help preserve and protect the County's natural resources and environment, both physical and biotic and will help mitigate the impacts of flooding; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2022 Capital Project Requests to include the Capital Project BPL26 Flood Mitigation proposed project to alleviate flooding in the area of Ash Road and Jackson Road in the Village of Briarcliff Manor.

Adopted this 5th day of April 2022


Richard Hyman, Chair

BPL26 Flood Mitigation**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated							
	Ultimate	Appropriated	2022	2023	2024	2025	2026	Under
	Total Cost							Review
Gross	51,750	20,750	11,000					20,000
Less non-County Shares								
Net	51,750	20,750	11,000					20,000

Project Description:

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

The program enables Westchester County to partner with municipalities and other government agencies to provide funding for flood control or flood damage reduction projects. Through partnerships with municipalities and other government entities such as the U.S. Army Corps of Engineers and the New York State Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout the county.

Utilizing 2022 funding, a project will be implemented to alleviate flooding in the area of Avon Circle and Westchester Avenue in the Village of Rye Brook, identified as Flood Problem Area RYB-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed. The project includes the creation of a pipe to divert floodwaters from the east branch of the Blind Brook around the apartment complex at Avon Circle and underneath Westchester Avenue to a large subterranean detention area that will be constructed on the ballfields of the Port Chester Middle School.

APPROPRIATION/FUNDING REQUESTS:

- 2009: \$5,400,000 for the County contribution to flood mitigation projects in the Town of Mamaroneck (Gardens Lake), City of Rye/Village of Rye Brook (Blind Brook at Bowman Ave.), Village of Scarsdale (George Field Park, Cooper Green, Brewster Road and Butler Field) and the Village of Tarrytown (Loh Park neighborhood) and for the County contribution to the U.S Army Corps of Engineers' General Reevaluation Report (GRR) for the "Mamaroneck and Sheldrake Rivers Basin Flood Damage Reduction Study."
- 2012: \$5,000,000 for flood mitigation projects
- 2013: \$5,000,000 for flood mitigation projects
- 2015: \$ 150,000 for the design of a countywide system of stream and storm gauges
- 2016: \$5,000,000 for continuation of the project
- 2021: \$ 200,000 for design and installation maintenance gate to allow access to Sprain Brook in Yonkers
- 2021: \$4,195,000 for five flood mitigation projects funded in 2021: 1) Grassy Sprain Reservoir Dam Outfall Improvements, City of Yonkers; 2) Decommissioning of the Upper Minkel Dam in the Town of New Castle; 3) replacement of Waverly Avenue Bridge, Town of Mamaroneck; 4) Paxton Avenue Flood Study, Village of Bronxville; 5) Peekskill-Hollow Brook Dam Rehabilitation, City of Peekskill
- 2022: \$3,800,000 for design and construction of flood mitigation at Avon Circle in the Village of Rye Brook
- 2022: \$350,000 for flood mitigation study along the Pocantico River in Briarcliff Manor and flood mitigation studies of the Pietro Place and Virginia Road areas in Dobbs Ferry.

JUSTIFICATION: Westchester communities have been subject to flooding for decades. As development occurred, floodplains were filled and opportunities for flood storage were lost. Additional stormwater runoff was being generated from the newly created impervious surfaces. There has been an increase in the intensity of storms, resulting in greater volumes of water in a shorter period of time. With more water and fewer places for it to go, we experience flooding. Westchester County is committed to working with municipalities to address this serious problem.

CONSISTENCY WITH PROGRAMS OR PLANS: The project is consistent with the policies of *Westchester 2025*, the County's long-range land use policies, in that it will help "preserve and protect the county's natural resources and environment, both physical and biotic" and will help "safeguard Westchester from natural and manmade disasters."

Planning Board Analysis:

PL2: The Planning Board supports the County's participation in the above local flood mitigation projects for the following reasons:

- **Municipal flood mitigation projects are expected to lessen the severity of flooding and/or reduce flood-related impacts on public and private properties.**
- **Municipal flood mitigation projects are expected to better protect the public's safety during flooding events.**
- **Several municipal flood mitigation projects are expected to provide secondary benefits, such as controlling polluted stormwater runoff and, therefore, improving water quality in the Long Island Sound and Hudson River watersheds.**

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$220,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE VILLAGE OF BRIARCLIFF MANOR NEAR THE POCANTICO RIVER; STATING THE ESTIMATED TOTAL COST THEREOF IS \$220,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$220,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$220,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of localized flooding in the Village of Briarcliff Manor near the Pocantico

River and will provide a summary and update of previous studies and analyses of localized flooding in the Village of Briarcliff Manor near the Pocantico River and will also collect additional data and information and develop potential projects to alleviate localized and regional flooding, provide cost estimates and evaluate and prioritize those solutions; 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 total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$220,000. The plan of financing includes the issuance of \$220,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$220,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of \$220,000. 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 \$220,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL) The Clerk and Chief Administrative Office of the
County Board of Legislators County of Westchester,
New York

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$220,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE VILLAGE OF BRIARCLIFF MANOR NEAR THE POCANTICO RIVER; STATING THE ESTIMATED TOTAL COST THEREOF IS \$220,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$220,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20____)

object or purpose: to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of localized flooding in the Village of Briarcliff Manor near the Pocantico River and will provide a summary and update of previous studies and analyses of localized flooding in the Village of Briarcliff Manor near the Pocantico River and will also collect additional data and information and develop potential projects to alleviate localized and regional flooding, provide cost estimates and evaluate and prioritize those solutions; 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: \$220,000; 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:* BPL26	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 05-11-2022
Fact Sheet Year:* 2022	Project Title:* FLOOD MITIGATION	Legislative District ID: 9
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 1953

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	11,000	0	0	0	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	51,750	20,750	11,000	0	0	0	0	20,000

Expended/Obligated Amount (in thousands) as of : 6,626

Current Bond Description: The study will provide a summary and update of previous studies and analyses of localized flooding in the Village of Briarcliff Manor near the Pocantico River. The study will also collect additional data and information and develop potential projects to alleviate localized and regional flooding, provide cost estimates and evaluate and prioritize those solutions.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	220,000
Cash:	0
Total:	\$ 220,000

SEQR Classification:

TYPE II

Amount Requested:

220,000

Comments:

The project will develop strategies and projects to reduce flooding and flood damage along the Pocantico River in the Village of Briarcliff Manor.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A STUDY FOR A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS

Total Appropriation History:

31,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAMK & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	70,000	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	108	300,000	123,508	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	1,000,000	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	0	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	0	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)

Total Financing History:

8,306,499

Recommended By:

Department of Planning
WBB4

Date
05-27-2022

Department of Public Works
JZR7

Date
06-06-2022

Budget Department
LMY1

Date
06-07-2022

Requesting Department
WBB4

Date
06-15-2022

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	6,626	11,000					20,000
Non County Share									
Total	51,750	20,750	6,626	11,000					20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	11,000,000			11,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	PARTIALLY IN PROGRESS
2013	5,000,000	Flood related projects	AWAITING BOND AUTHORIZATION
2015	150,000	Design of a study for a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
Total	20,750,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	20,750,000	6,009,371	14,740,629
Total	20,750,000	6,009,371	14,740,629

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18	70,000			70,000
108 19	300,000			300,000
247 19	1,000,000			1,000,000
171 21	350,000			350,000
175 21	270,000			270,000

**FLOOD MITIGATION
(BPL26)**

Total	8,306,500	5,843,365	2,463,135
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ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Briarcliff Manor in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 1953).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Briarcliff Manor (the “Village”), in substantially the form attached hereto, in connection with a flood mitigation project to be conducted in the Village to mitigate flooding along the Pocantico River.

§2. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for a period of five (5) years.

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

§4. This Act shall take effect immediately.

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

THE VILLAGE OF BRIARCLIFF MANOR, a municipal corporation of the State of New York, having an office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510,

(hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with County municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed engineering, design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase I financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the Saw Mill and Pocantico Rivers Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on June 23, 2014 by Act No. 120 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase I funding to the costs of a flood mitigation and/or flood damage reduction project known as the Pocantico River Flood Study (the "Project"), and further described herein, to be undertaken by the Municipality; and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period of five (5) years commencing upon full execution as evidenced by the date on the top of page 1 of this Agreement.

ARTICLE II

TERMS OF PAYMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase I funding toward engineering, design, specification and construction documents costs of the Project, including any associated final designs and specifications. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase I funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the engineering, design, specification and construction documents of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the engineering, design, specification, and construction documents for the Project on a cost reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund its share of the design, specification and construction documents for the Project. Eligible project costs up to \$387,000.00 shall be paid up to fifty (50) percent by the County (up to \$193,500.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project costs be less than \$387,000.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be

expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the “Flood Mitigation Criteria” developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality’s appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning (“Planning Commissioner”). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality’s adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation (“DPWT Commissioner”). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III

MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all engineering phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before eighteen (18) months from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall

remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV

FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E" or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V

ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI

NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with

acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to: County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality: The Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, New York 10510

with a copy to: _____

ARTICLE VII

INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) **Work.** Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) **Use.** The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) **Act or Failure to Act of Municipality.** Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) **Accidents, Injury to Person or Property.** Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee, or property occurring in, on, or about the Project or any part thereof; or

(e) **Breach of Municipality's Obligation.** Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) **Municipality's Obligations.** The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and

defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

- (i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;
- (ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and
- (iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;
- (iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
 - (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive

Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) “Environmental Requirements” shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. 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 all or part of this Article, 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 all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County 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 County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement 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, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of

this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not

affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By: _____
Norma Drummond
Commissioner of Planning

VILLAGE OF BRIARCLIFF MANOR

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 2022-_____
on the _____ day of _____, 2022

Approved by the Village Board of the Village of Briarcliff Manor on the __ day of _____, 2022.

Approved

Sr. Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of
the _____ (Title)
(the "Municipality")
a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate 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

(Title of such person)
of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized 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 known to me to be the _____ of _____
(Title)
_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

Notary Public
County of _____

SCHEDULE "A"
SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement.

1. Analysis of Previous Studies, synopsis and evaluation of previous recommendations, gap analysis
2. Data Collection, including surveying, hydrologic and hydraulic data and field observations
3. Modeling, including baseline conditions and scenarios for design storm and intense rain events
4. Alternative Development with FEMA Benefit Cost Analysis and evaluation of downstream impacts
5. Selection of Preferred Alternative with Detailed Cost Estimate and supporting information such as permitting requirements, implementation timeframe, and potential funding sources
6. Engineering report describing the above tasks and resulting recommendation

SCHEDULE "B"

Omitted

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

INSERT VENDOR DIRECT FORM

DRAFT

SCHEDULE “E”

County’s Discretionary Funding Policy attached hereto.

WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING IMPLEMENTATION PLAN August 9, 2010

Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

DRAFT

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

The Committee is in receipt of "AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York."

Your Committee is aware that fuel prices have risen precipitously this year due to a myriad of factors including both inflationary pressures and the war in Ukraine, and these high prices appear unlikely to be reduced in the near future. Your Committee is further aware that inflation in general has been very high this year, making it harder and harder for residents of Westchester to make ends meet. To that end, your Committee recommended, and your Honorable Board enacted, a temporary cap on sales tax on gasoline sales, and the County Executive waived fares for County buses.

Looking forward, the County Executive has proposed that the County temporarily waive sales tax on home energy during the peak home-heating season. The County has this authority under Article 29 of the New York State Tax Law, and the County Executive recommends exercising it to exempt home energy from sales tax for the period of December 1st through February 28th.

Your Committee recognizes that this measure would be helpful in reducing the pressures on residents of the county. The increase in fuel prices will cause an increase in prices on home heating fuel, while inflation has caused large increase in the cost of other sources of home energy. By exempting residential energy sources and services from sales tax, the County will provide tax relief its residents.

Your Committee is further informed that, in order to have this cap go into effect on December 1, 2022, the County is required to have certified copies of the Act delivered to the New York State Department of Taxation and Finance no later than September 1, 2022. As such, your Committee believes that it is appropriate to take immediate action on this legislation.

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee believes that passing this Act will provide needed relief to residents of Westchester County. The Committee, after careful consideration, recommends the adoption of this Act.

Dated: July 18th 2022
White Plains, New York

COMMITTEE ON

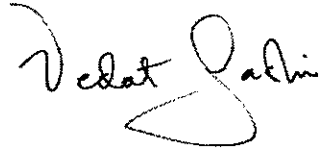
Culture for
Yancy Ban
W. N. Miller
James J. Zee to high
St. J. R.
J. H. C.

Dated: July 18, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations



Doris A. Jaber

Catherine F. Parker

Colin J. Amodeo



FISCAL IMPACT STATEMENT

SUBJECT: Res. Energy SUT Exempt Dec - Feb

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ (1,456,000)

Total Current Year Revenue \$ (6,054,000)

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

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts: 101-52-1000-9032; 101-52-2102-5100

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: _____

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

Current Year: _____

Next Four Years: 2023: Reduced SUT collections of \$12,108,000, and reduced municipal and school distribution of \$2,912,000.

Prepared by: Gideon Grande

Title: Deputy Director

Department: Budget

Date: June 28, 2022

Reviewed By: Lauren C. Jones

Budget Director

Date: 6/28/22

ACT NO. ____ - 2022

AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York

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

§ 1. Section 6 of Act No 77-1971, enacted by the Board of Legislators of the County of Westchester, imposing sales and compensating use taxes, as amended, is amended by adding a new subdivision (a-1) to read as follows:

(a-1) Receipts from the sale of energy sources and services and the use of such sources and services shall be exempt from the taxes imposed by this Act, as authorized by paragraph three of subdivision (a) of section 1210 of the New York Tax Law

§ 2. This enactment shall take effect on December 1, 2022, and shall expire and be deemed repealed on March 1, 2023.

RESOLUTION - 2022

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

WHEREAS, the Assigned Counsel Board of Directors, with the approval of the County Executive, having appointed Sheralyn Pulver as the Assigned Counsel Administrator of the Independent Office of Assigned Counsel, effective August 8, 2022 for a term to expire on August 7, 2026, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; it is

RESOLVED, that said appointment be and is hereby confirmed.

Dated: July 25th, 2022
White Plains, New York

A handwritten signature in dark ink, appearing to be "Ben R..." with a stylized flourish at the end.

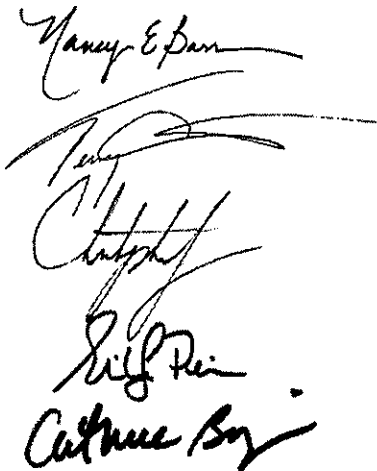
Committee on Appointments

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

APPOINTMENTS COMMITTEE



The block contains five handwritten signatures, stacked vertically. From top to bottom, they appear to be: Nancy E. Barr, [illegible], [illegible], [illegible], and Catherine [illegible].

RESOLUTION NO. ____ - 2022

RESOLVED, THAT THIS Board hold a public hearing pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017 upon the proposed inclusion of additional parcels of land within Westchester County Agricultural District No. 1. The public hearing will be held at 7:30 p.m. on the ____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of this hearing, in the form annexed hereto, to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose and shall further provide written notice, in the form annexed hereto, to each municipality with territory that would be encompassed within the proposed district and to the New York State Commissioner of Agriculture and Markets.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a report from the Westchester County Agriculture and Farmland Protection Board, dated May 10, 2022 and revised June 9, 2022, stating its recommendations concerning six requests for the inclusion of viable agricultural land within Westchester County Agricultural District No. 1.

Your Committee has carefully reviewed the above-referenced report and is aware that this Honorable Board is charged with the duty, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, of scheduling a Public Hearing concerning requests to add parcels to an existing Westchester County Agricultural District and the recommendations of the Westchester County Agriculture and Farmland Protection Board concerning those requests.

Your Committee recommends that this Honorable Board carry out the foregoing statutory duty by adopting a Resolution scheduling a Public Hearing upon the proposed additions to Westchester County Agricultural District No. 1 as soon as possible.

Your Committee would further advise, based upon its careful review of the report of the Westchester County Agriculture and Farmland Protection Board and barring the emergence of any adverse information during the course of the scheduled Public Hearing, that this Honorable Board, by Resolution, approve the inclusion in Westchester County Agricultural District No. 1 of so many of the pending requests as are consistent with the recommendation of the Westchester County Agriculture and Farmland Protection Board.

Additionally, and as you know, your Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The Department of Planning has advised that this proposed Resolution is classified as an Unlisted Action under SEQRA regulations that requires the adoption of the attached Negative Declaration. Your Committee concurs in this conclusion.

As this project is an "Unlisted" action under SEQRA, your Committee is also in receipt of an Environmental Assessment Form prepared by the Department of Planning to assist this Honorable Board in making a determination as required by SEQRA, which is necessary if this Honorable Board is to approve the attached Resolution.

Your Committee has carefully considered the proposed legislation. It has reviewed the attached Environmental Assessment Form and the criteria contained in Section 617.7 of 6 NYCRR Part 617, the SEQRA regulations, to identify the relevant areas of environmental concern.

Your Committee has thoroughly analyzed the identified relevant areas of concern to determine if the proposed action may have a significant impact on the environment. For reasons set forth in the attached proposed Negative Declaration, your Committee believes that the proposed action will not have any significant impact on the environment and accordingly recommends passage of the annexed Resolution.

Your Committee has carefully considered the proposed legislation and recommends that your Honorable Board adopt a Resolution scheduling a public hearing concerning pending requests to add additional parcels to Westchester County Agricultural District No. 1 as well as a further Resolution, barring the emergence of any adverse information during the course of the scheduled Public Hearing, approving the inclusion in Westchester County Agricultural District

No. 1 of so many of the pending requests as are consistent with the recommendation of the Westchester County Agriculture and Farmland Protection Board.

Your Committee requests that the Clerk of the Board notify each community in which the additional parcels are located of the date and time of the Public Hearing.

Dated: July 19, 2022
White Plains, New York

Manay & San
Kyle

James Zellerbach

COMMITTEE ON Environment, Energy & Climate

FISCAL IMPACT STATEMENT

SUBJECT: Agricultural District Adds ☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount 0

Describe: No impact.

Potential Related Operating Budget Revenues: Annual Amount 0

Describe: No impact.

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

Current Year: Processing of applications is performed by Planning Department staff.

Next Four Years: Annual application period is required by New York State Agricultural Districts Law.

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Department of Planning

Date: June 16, 2022

Reviewed By: 

Budget Director

Date: 6/16/22

NOTICE

NOTICE IS HEREBY GIVEN that, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, the Westchester County Board of Legislators has received requests for the inclusion of additional parcels of predominantly viable agricultural land within Westchester County Agricultural District No. 1.

Those additional parcels are described as follows:

Request No.	Street Address	Municipality	Acreage (approx.)
2022-03	131 Route 100	Somers	3.2
	129 Route 100	Somers	5.9
	198 Route 100	Somers	2.0
	194 Route 100	Somers	1.9
	190 Route 100	Somers	5.0
	190 Route 100	Somers	4.3
2022-04	9 Orchard Hill Rd	Somers	5.4
2022-06	1225 Whitehill Rd	Yorktown	7.0

The Westchester County Board of Legislators, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, shall hold a public hearing to consider the proposed inclusion of these additional parcels of land in Westchester County Agricultural District No. 1 and the recommendations of the Westchester County Agriculture and Farmland Protection Board. The public hearing will be held at 7:30 p.m. on the _____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York.



Report of the
Westchester County Agriculture and Farmland Protection Board
for the Addition of New Parcels to
Westchester County Agricultural District No. 1
Calendar Year 2022
Adopted May 10, 2022
Revised June 9, 2022

Background:

Westchester County encourages the preservation of agricultural land and the promotion of the agricultural industry within the county in recognition of the important role it plays in protecting open space and the environment; preserving community, cultural, and scenic character; providing locally grown agricultural products; offering unique agricultural services and educational opportunities; and supporting the economy. The County has implemented a number of programs and initiatives to protect its remaining farmland and encourage a strong agricultural industry, including the creation of the County Agriculture and Farmland Protection Board and the Westchester County Agricultural District. Agricultural districts provide benefits that help make and keep farming as a viable economic activity, thereby maintaining land in active agricultural use. Agricultural districts encourage development pressure to focus on other areas of a community and provide farm owners protection under the state's Right to Farm laws.

Agricultural Districts must be recertified periodically (the review period for Westchester's Agricultural District is every eight years). The Westchester County Agricultural District was certified by the New York State Commissioner of Agriculture in 2001. The County began the evaluation and recertification process in 2008, culminating with the submission in 2010 of proposed modifications to the District. The District was recertified by the Commissioner of Agriculture in September 2011, incorporating those proposed modifications, which include limiting the District to the Towns of Cortlandt, Yorktown, Somers, North Salem, Bedford and Lewisboro; the Village of Sleepy Hollow and the portion of Mount Pleasant west of the Taconic State Parkway. The following criteria were also developed to be used in the evaluation of proposals to include additional land within the district. The District was recertified in 2017 with the same geographic limitations and evaluation criteria.

1. **Farm operations must be of a minimum size or scale.** For each farm operation (not each individual parcel), the total area of the farm parcels must be a minimum of seven acres and the farm must have a minimum of \$10,000 annual gross sales value, as defined in Ag and Markets Law. A farm operation that does not meet the seven-acre minimum may be eligible for inclusion if it has a minimum of \$50,000 annual gross sales value, as defined in Ag and Markets Law.
2. **Individual parcels must function as a single farm.** If parcels of land are not contiguous, the applicant must adequately demonstrate that the individual parcels function as a single farm operation.
3. **The parcel(s) must be able to support the agricultural activity.** The applicant must demonstrate that the land is capable of supporting the agricultural activity.
4. **The agricultural operation must be the predominant commercial land use of the site.** The agricultural activity on each parcel of land must constitute a minimum of 51% of the land area of the parcel, excluding fallow land, wooded portions of the property or portions of the property used as a

residence. The agricultural activity on each parcel of land must also constitute a minimum of 51% of the annual gross sales value generated on the parcel.

5. **Sound agricultural practices must be employed to protect environmental resources.** Applicants must demonstrate that the agricultural operation is operating under a Whole Farm Plan, nutrient management plan, integrated pest management plan or similar plan to ensure that excess nutrients, pesticides, herbicides and pathogen transfer off-site is avoided to the maximum extent practical through the implementation of agricultural best management practices.
6. **Other information may be required.** The Agriculture and Farmland Protection Board reserves the right to request additional information it determines necessary to fully evaluate the operation or land.

In 2003 New York State Agriculture and Markets Law (AML) was amended to allow property owners to petition to include their lands within an existing agricultural district. Prior to the 2003 amendment, property owners would have to wait until the district was renewed at the end of the recertification period. Lands to be included in the district must be determined to be predominantly viable agricultural land per AML §301.7 and also serve the public interest by assisting in maintaining a viable agricultural industry within the district. Applications are made to the Westchester County Board of Legislators, which refers the requests to the Westchester County Agriculture and Farmland Protection Board (AFPB) for review and recommendation back to the Board of Legislators. Final recommendations are sent to the State Commissioner of Agriculture for review and certification. The application period ends March 31 of each year. This report represents the results of the review of the AFBP for applications received for 2022.

2022 Recommendations:

For calendar year 2022, the Westchester County Agriculture and Farmland Protection Board received six (6) applications for the inclusion of additional land within Westchester County Agricultural District Number 1. The AFBP recommends inclusion of Application 2022-03, 2022-04 (only the parcel at 9 Orchard Hill Road) and 2022-06. More detailed information follows.

Application	Farm Name	SBL	Acres	Street Address	Municipality
2022-01	Three Feathers Haberny's Farm	77.11-2-5	±16.0	371 Smith Ridge Rd	Lewisboro
2022-02	Birdstone Farm	53.1-3-20	±43.8	20 Boutonville Rd So.	Lewisboro
2022-03	Katonah Nursery	38.13-1-6	±3.2	131 Route 100	Somers
		38.13-1-7	±5.9	129 Route 100	Somers
		28.17-2-1	±2.0	198 Route 100	Somers
		38.05-2-1	±1.9	194 Route 100	Somers
		38.05-2-2	±5.0	190 Route 100	Somers
		38.05-2-3.1	±4.3	190 Route 100	Somers
2022-04	Orchard Hill Organics	37.14-1-10	±5.4	9 Orchard Hill Rd	Somers
		37.14-1-2	±3.6	12 Orchard Hill Rd	Somers
2022-05	Cipriano Farm	77.11-2-11	±0.5	387 Smith Ridge Rd	Lewisboro
		77.04-3-61	±3.0	469 Smith Ridge Rd	Lewisboro
		77.04-3-59	±1.3	475 Smith Ridge Rd	Lewisboro
		77.04-3-58	±0.7	5 East St	Lewisboro
2022-06	Anther Farm	36.15-1-19	±7.0	1225 Whitehill Rd	Yorktown

Date of Report:

The Westchester County Agriculture and Farmland Protection Board (AFPB) adopted this report by a unanimous vote at its May 10, 2022 meeting and revised it by email vote on June 9, 2022.

Detailed Information:

Following is a more detailed review of each of the applications, along with the recommendations of the AFPB.

DETAILED REVIEW

Application Number: 2022-01

Applicant: Joseph Haberny

Farm Name: Haberny's Three Feathers Farm

Farm Operation: Farm (produce and livestock products) and Farm Stand

Property Address: 371 Smith Ridge Road, Lewisboro

Tax Parcel Identification (Section-Block-Lot): 77.11-2-5 **Acres:** ±16.0

AFPB Site Visit Date: April 25, 2022

Description of Property and Operation:

The farm was previously included in the Agricultural District (2006), but the application wasn't renewed during the last recertification. The farm consists of one parcel approximately 16 acres in size, mostly flat but with some wetlands. The applicant proposes to continue to farm approximately 9 acres of the property for a variety of produce, as well as eggs and beef grown/raised at the farm, all sold at the farm stand. Additionally, Christmas trees and berries are also grown and sold at the farm. The applicant has plans to expand the operation to include additional livestock and Christmas trees.

Agriculture and Farmland Protection Board Assessment and Recommendation:

The AFPB recommends against inclusion of the parcel at this time. A majority of the parcel is adjacent to or within existing wetlands (NYSDEC wetland D-45). The AFPB recommends that the applicant work with the Watershed Agricultural Council or other qualified consultant to develop and implement a nutrient management plan to minimize impacts to the wetlands, particularly from the livestock operation, and resubmit an application once a plan is in place.

DETAILED REVIEW

Application Number: 2022-02

Applicant: Lee Vogelstein

Farm Name: Birdstone Farm

Farm Operation: Equine

Property Address: 20 Boutonville Road South, Lewisboro

Tax Parcel Identification (Section-Block-Lot): 53.1-3-20

Acres: ±43.8

AFPB Site Visit Date: April 25, 2022

Description of Property and Assessment of Operation:

The farm was previously included in the original Agricultural District (2001), but the application wasn't renewed during the last recertification. The property is an existing equine operation, located near the County-owned Ward Pound Ridge Reservation. The applicant proposes to continue the equine operation, expanding the current small horse boarding operation to meet the definition of a commercial boarding operation or commercial equine operation. Properties located in the Town of Pound Ridge are not eligible for inclusion in the Westchester County Agricultural District and consequently the application is only concerning the parcel located in Lewisboro.

Agriculture and Farmland Protection Board Recommendation:

The AFPB recommends against inclusion of the parcel at this time. The property and existing infrastructure are well suited for the agricultural operation. However, the operation is currently not commercial in nature. The AFPB recommends that the applicant resubmit with supporting information demonstrating that the operation meets the definition of a commercial operation pursuant to Ag and Markets Law (Section 301 of 25-AA), which requires the stabling or boarding of at least ten horses and receipt of ten thousand dollars or more in gross revenue.

DETAILED REVIEW

Application Number: 2022-03

Applicant: Joseph and Elisa Lopane

Farm Name: Katonah Nursery

Farm Operation: Nursery (ornamental horticulture)

Property Address: 131 and 194 Route 100, Somers

Tax Parcel Identification	(Section-Block-Lot):	Acres:
131 Route 100	38.13-1-6	±3.2
	38.13-1-7	±5.9
194 Route 100	28.17-2-1	±2.0
	38.05-2-1	±1.9
	38.05-2-2	±5.0
	38.05-2-3.1	±4.3

AFPB Site Visit Date: April 25, 2022

Description of Property and Assessment of Operation:

The farm was previously included in the original Agricultural District (2001), but the application wasn't renewed during the last recertification. The operation is a nursery and commercial horticulture operation, for plants grown on-site as well as plants grown on approximately 140 acres of other property in Dutchess County. The applicant proposes to continue the commercial nursery operation on the property. The operation is also a participant in the Watershed Agricultural Council's program.

Agriculture and Farmland Protection Board Recommendation:

The AFPB recommends inclusion of all parcels.

DETAILED REVIEW

Application Number: 2022-04

Applicant: David J. Rowe

Farm Name: Orchard Hill Organics

Farm Operation: Produce

Property Address: 9 and 12 Orchard Hill Road, Somers

Tax Parcel Identification (Section-Block-Lot):	37.14-1-10	Acres:	±5.4
	37.14-1-2		±3.6

AFPB Site Visit Date: April 25, 2022

Description of Property and Assessment of Operation:

The applicant is currently operating a commercial farm producing a variety of fruits and vegetables, grown in greenhouses and outdoors, for sale at farm markets and directly to consumers through a Community Supported Agriculture operation and online. The parcel on the west side of Orchard Hill Road has relatively steep, wooded slopes but has been improved to provide level growing beds and greenhouses. A parcel on the east side of Orchard Hill Road has been purchased. It is currently wooded and includes an existing residence, ancillary buildings and lawn area. The additional parcel is proposed to be improved to include fruit trees and shrubs. The farm is being considered for inclusion in the Watershed Agricultural Council's programs for agricultural best management practices to better manage composting and other operations at the farm.

Agriculture and Farmland Protection Board Recommendation:

The AFPB recommends inclusion of the parcel on the west side of Orchard Hill Road only and recommends that the applicant resubmit an application for the parcel on the east side of Orchard Hill Road once an operation has commenced or more detailed plans have been prepared. The AFPB notes that both parcels are located in a relatively dense residential neighborhood with minimal setback or buffers from adjacent residences and recommends that the applicant pursue the installation and maintenance of vegetated buffers where appropriate to minimize any impacts to neighboring residences.

DETAILED REVIEW

Application Number: 2022-05

Applicant: Avraam Apazidis c/o Cipriano Farm

Farm Name: Cipriano Farm

Farm Operation: Nursery (commercial horticulture)

Property Address: 387, 469, 475 Smith Ridge Road and 5 East Street, Lewisboro

Tax Parcel Identification	(Section-Block-Lot):	Acres:
387 Smith Ridge Road	77.11-2-11	±0.5
469 Smith Ridge Road	77.04-3-61	±3.0
475 Smith Ridge Road	77.04-3-59	±1.3
5 East Street	77.04-3-58	±0.7

AFPB Site Visit Date: The applicant was not available for a site visit. The Board will continue to attempt to arrange a site visit with the applicant and may update its recommendation based on the site visit and any additional supporting information provided.

Description of Property and Assessment of Operation:

The applicant was not able to schedule a site visit and on-site meeting with the Agriculture and Farmland Protection Board. An approximately 4.8-acre parcel owned by the applicant, located at 24 East Street, was included in the agricultural district in 2017 and is currently being used to grow ornamental horticultural products. However, the parcels proposed to be added at this time appear to be primarily for the storage and/or resale of ornamental horticulture products. While a portion of the products sold are grown at the 24 East Street property, the Agriculture and Farmland Protection Board criteria requires that a minimum of 51% of the gross sales must be from products grown on the farm operation (the AFPB notes that a farm operation can include parcels that are not contiguous or even located in the same municipality).

Agriculture and Farmland Protection Board Recommendation:

The AFPB recommends against inclusion of the parcels at this time. The AFPB recommends that the applicant resubmit next year with adequate information demonstrating that the operation meets the definition of a commercial nursery and is not predominantly reselling products grown elsewhere, which would be considered a retail operation. The Board will continue to attempt to arrange a site visit with the applicant and may update its recommendation based on the site visit and any additional supporting information provided.

DETAILED REVIEW

Application Number: 2022-06

Applicant: Ken and Myra Marsocci

Farm Name: Anther Farm

Farm Operation: Nursery (cut flowers)

Property Address: 1225 Whitehill Road, Yorktown

Tax Parcel Identification (Section-Block-Lot): 36.15-1-19

Acres: ±7.0

AFPB Site Visit Date: June 8, 2022

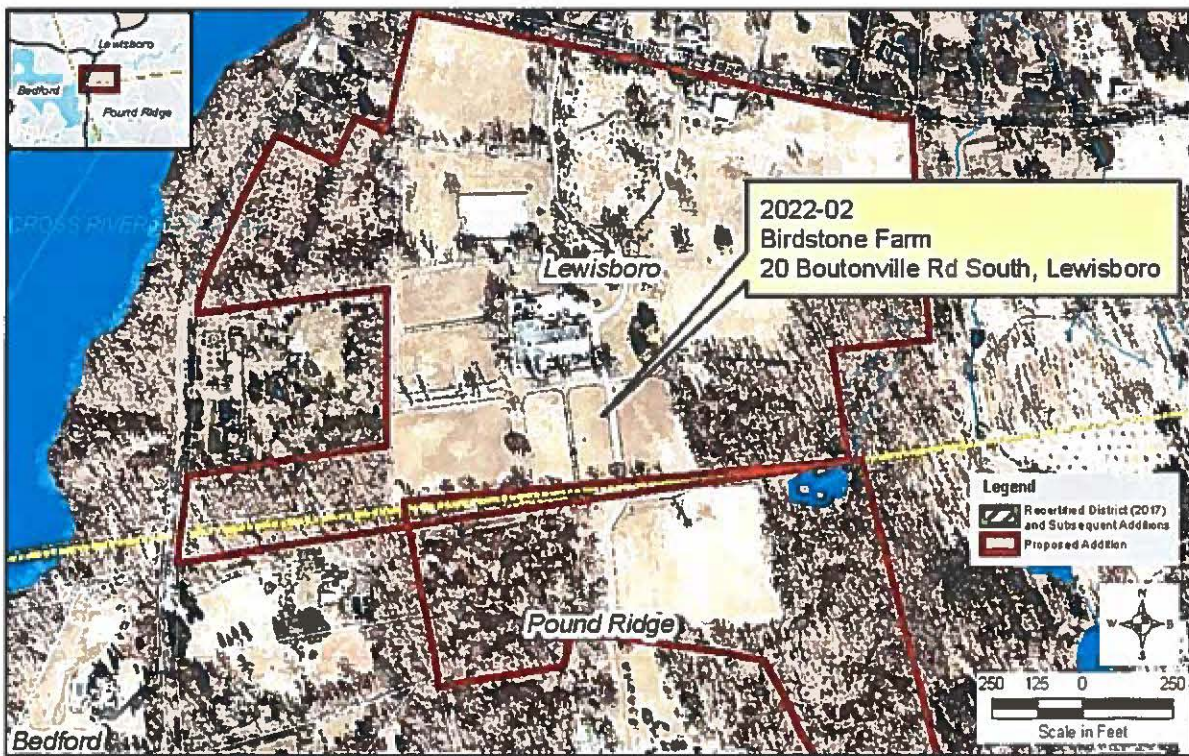
Description of Property and Assessment of Operation:

The site is approximately seven acres in size, relatively flat along Whitehill Road and sloping back to the south towards a NYSDEC wetland (A-33) in the rear of the property. Much of the parcel is appropriate for the proposed use, and the applicant has already developed approximately one acre of the front portion with greenhouses, in-ground growing areas, a farm stand and a small unpaved parking area. The operation is an organic cut flower and horticultural operation, including native plants. Part of the organic operation is the use of compost tea, and the applicants intend to be included as a pollinator friendly site in the pollinator pathway network. As the applicant continues to develop the operation and property, plans for walking trails through the woodland and wetlands will be implemented. They are consulting with the USDA Farm Services Agency to develop a plan for the use of the site that minimizes impacts to existing wetlands and buffer areas. The wetlands and an associated buffer area are regulated by the New York State Department of Environmental Conservation and will require their review.

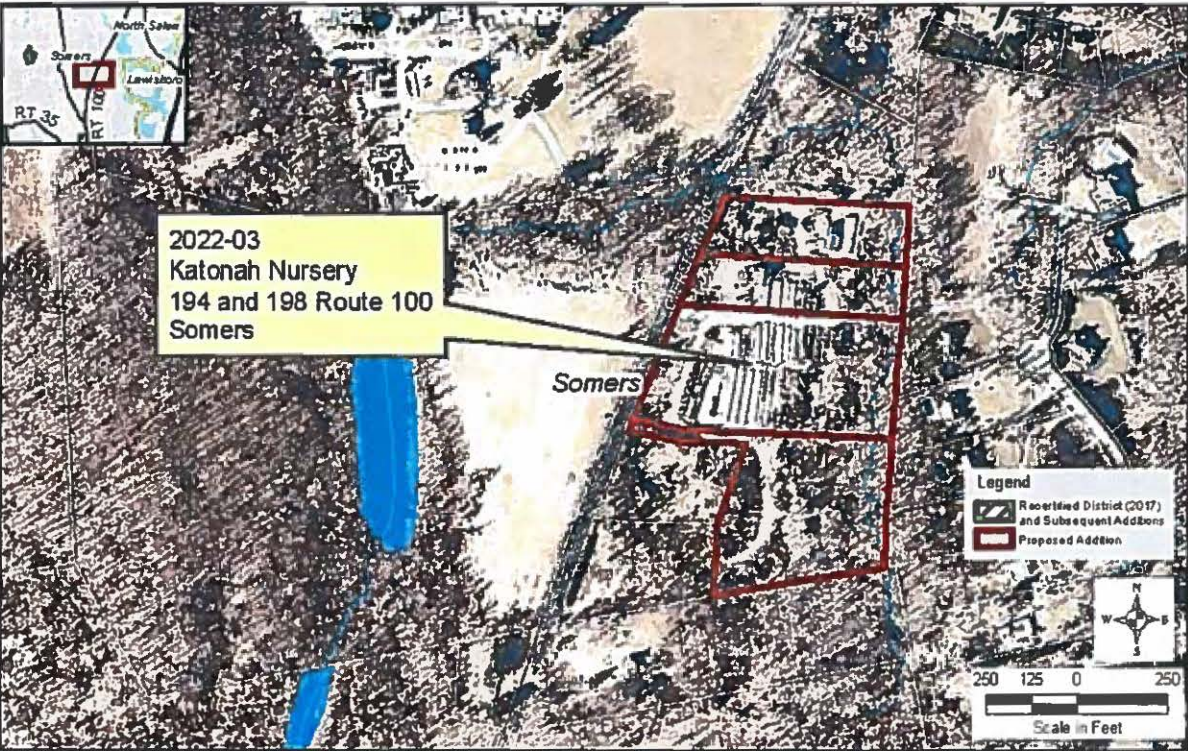
Agriculture and Farmland Protection Board Recommendation:

The AFPB recommends inclusion of this parcel. The Board agreed that an organic operation specializing in cut flowers and native plants, incorporating best management practices such as compost tea, and promoting environmental initiatives such as the pollinator pathway would be a good addition to Westchester's agricultural community and the agricultural district.

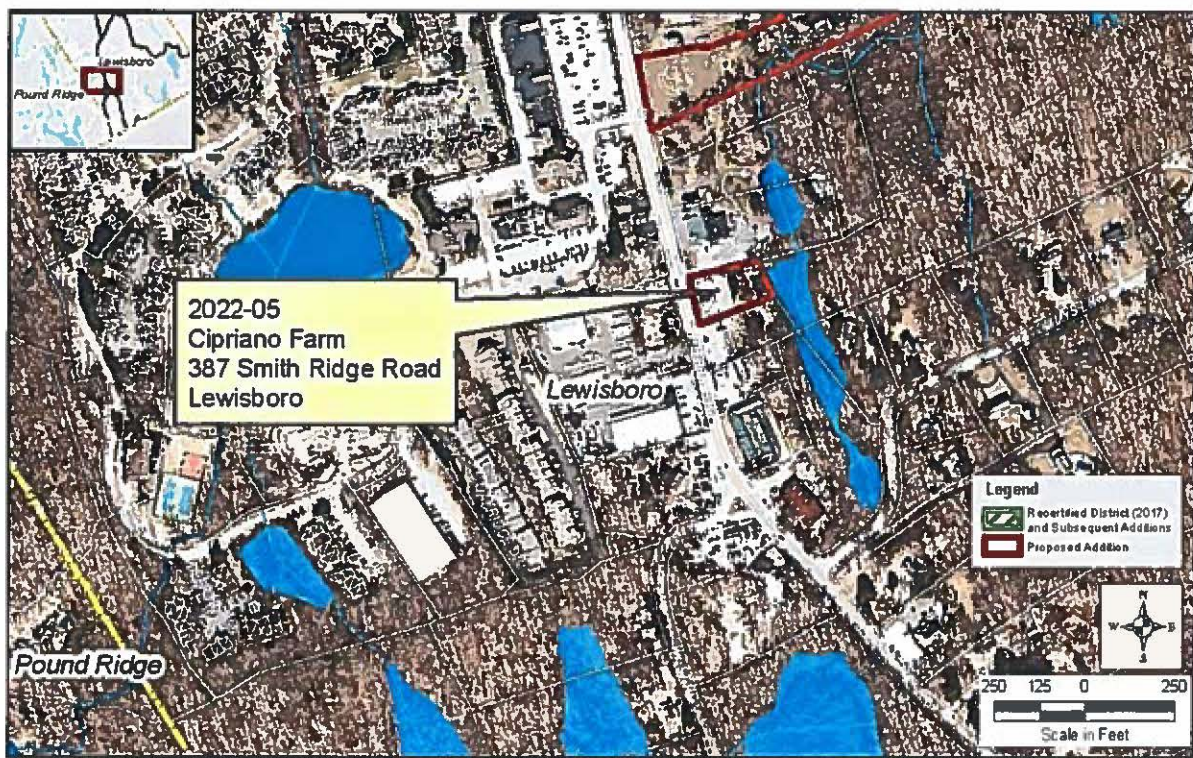
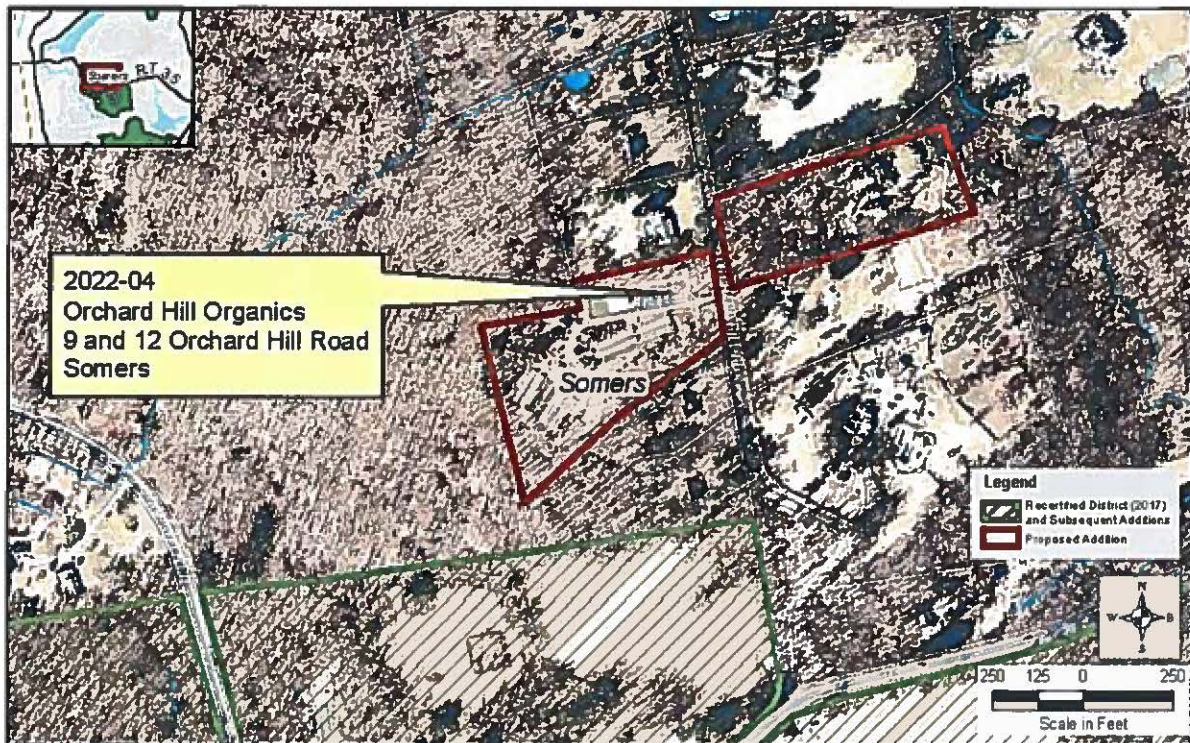
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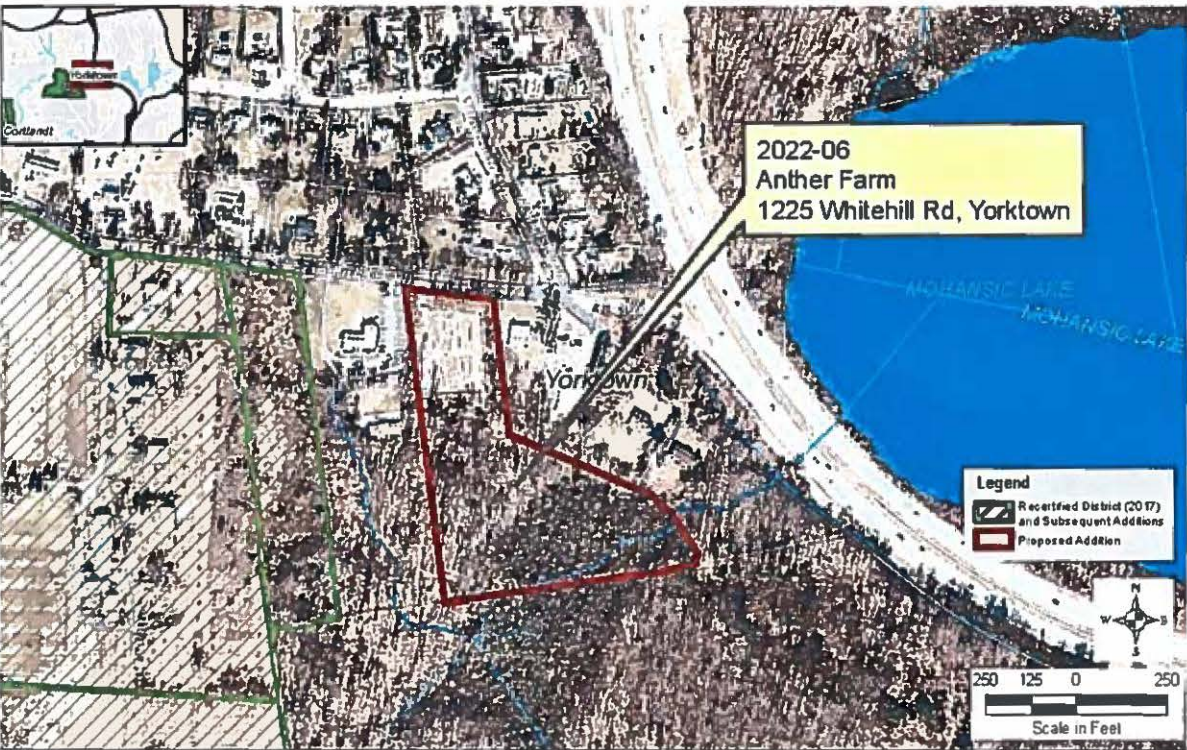
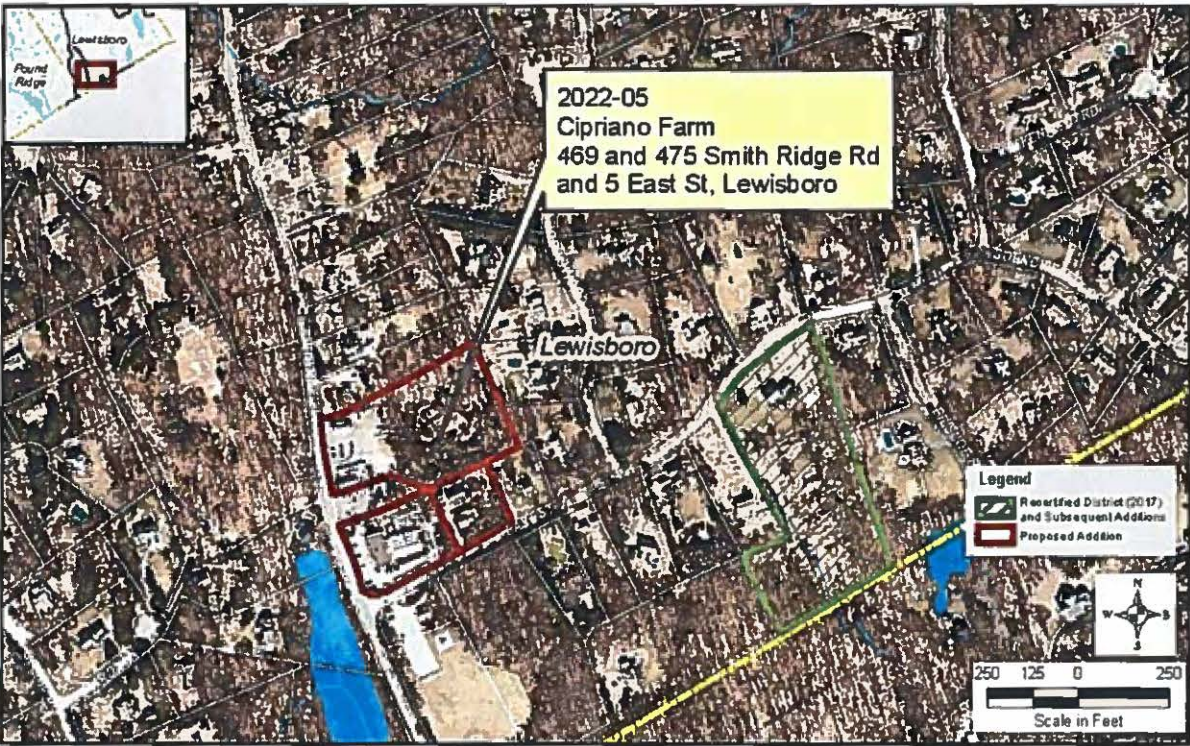
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TO THE HONORABLE BOARD OF LEGISLATORS, COUNTY OF WESTCHESTER

Your Committee on Budget and Appropriations has reviewed the attached Act incorporating various recommendations submitted by the County Executive requiring amendment to the County Pay Plan.

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

We concur with the said recommendations, and, as such, recommend the adoption of the attached Act.


W. H. M.


Dated: July 25th, 2022, Committee on Budget and Appropriations
White Plains, New York

Attachment

Dated: July 25, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Debat Gathin

Doris A. Jachob

Catherine F. Parker

Colin J. [Signature]

[Signature]

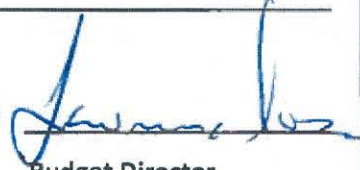
Nancy E. [Signature]

Catherine [Signature]

Mary Jane [Signature]

David [Signature]

FISCAL IMPACT STATEMENT

SUBJECT: <u>Pay Plan Amend DES Training</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED
OPERATING BUDGET IMPACT To Be Completed by Submitting Department and Reviewed by Budget		
SECTION A - FUND		
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND
SECTION B - EXPENSES AND REVENUES		
Total Current Year Expense	\$	<u>45,000</u>
Total Current Year Revenue	\$	<u>-</u>
Source of Funds (check one):	<input checked="" type="checkbox"/> Current Appropriations <input type="checkbox"/> Transfer of Existing Appropriations	
<input type="checkbox"/> Additional Appropriations	<input type="checkbox"/> Other (explain)	
Identify Accounts: <u>101_20_1000_1200</u>		
<u>Emergency Services Training Instructor-Retro</u>		
Potential Related Operating Budget Expenses:	Annual Amount	<u>N/A</u>
Describe: _____ _____ _____		
Potential Related Operating Budget Revenues:	Annual Amount	<u>N/A</u>
Describe: _____ _____ _____		
Anticipated Savings to County and/or Impact on Department Operations:		
Current Year:	<u>N/A</u>	
Next Four Years:	<u>N/A</u>	
_____ _____ _____		
Prepared by:	<u>Patricia Haggerty</u>	
Title:	<u>Sr. Budget Analyst</u>	
Department:	<u>Budget</u>	
Date:	<u>July 18, 2022</u>	
	Reviewed By:	<u></u> Budget Director
	Date:	<u>7/18/22</u>

ACT _____ - 2022

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

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

Section 1. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **deleting** the following titles from the Job Groups indicated:

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE

JOB GROUP XVI	NONE
JOB GROUP XVII	NONE
JOB GROUP XVIII	NONE
JOB GROUP XIX	NONE
JOB GROUP XX	NONE

Section 2. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to ACT No. 26-1952, as heretofore amended, is hereby further amended by adding the following titles to the Job Groups indicated:

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE
JOB GROUP XVI	NONE

JOB GROUP XVII NONE

JOB GROUP XVIII NONE

JOB GROUP XIX NONE

JOB GROUP XX NONE

Section 3. SCHEDULE "C" Titles and rates of pay for positions not allocated to Job Groups. Appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **deleting**:

Emergency Services Training Instructors Flat Rate Not to Exceed \$35/hour

Fire Inspector Flat Rate Not to Exceed \$25/hour

Section 4. SCHEDULE C Titles and rates of pay for positions not allocated to Job Groups. Appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **adding**:

Emergency Services Training Instructors Flat Rate Not to Exceed \$35/hour

Fire Inspector Flat Rate Not to Exceed \$35/hour

Section 7. To implement the revisions and amendments to the pay plan incorporated in this Act, transfers of appropriations between general classifications of expenditures within the same department are hereby authorized upon the recommendation of the Budget Director and the authorization of the County Executive, and transfers of appropriations between departments are hereby authorized upon the recommendation of the County Executive.

Section 8. This Act shall take effect January 1, 2022.

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

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("City"), acting by and through its Police Department ("PD"), pursuant to which the City will provide its National Night Out (the "Program") within the period from January 1, 2022 through December 31, 2022. The County will pay the City a total amount not to exceed Four Thousand (\$4,000.00) Dollars, payable in full upon execution of the agreement, in accordance with an approved budget.

Pursuant to the IMA, the PD will provide the Program on or about August 2, 2022. The Program is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

On Tuesday, August 2, 2022 the PD will hold four National Night Out events; one within each precinct. Over 2,500 members of the Yonkers Community are expected to attend and participate in live K-9 presentations and a Police Helicopter fly over. Food, beverages, ice cream and various snacks will be provided while DJs and live bands played music to dance to. The PD will provide a number of children themed activities including a bouncy house, inflatable slide, mobile nail salon, dunk tank, coloring books, and face painting. Government and local service agencies are also invited to engage with the community.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, your Committee recommends authorizing the County to enter into the IMA.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 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.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned inter-municipal agreement and recommends its approval.

Dated: July 25th, 2022
White Plains, New York

S/MG/4-20-22

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]
Margaret A. Cyio
[Handwritten signature]

COMMITTEE ON:

Budget &
Appropriations
[Handwritten signature]

Public Safety

Dated: July 25, 2022
White Plains, New York

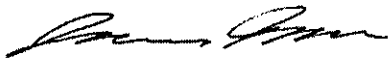
The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Debat Galin

Catherine By



Mary Jane Skimsky

Doris A. Lubio

Colin J. Am

Nancy E. Pan

Catherine F. Parker

David B. Johnson

Public Safety

Colin J. Am



Nancy E. Pan

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Yonkers 2022

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

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

AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	4,000
----------------------------	----	-------

Total Current Year Revenue

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses:	Annual Amount	\$	4,000
----------------------------------------------	---------------	----	-------

Describe: An Act authorizing the County to enter into an inter-municipal agreement with the City of Yonkers pursuant to which the City will provide its National Night Out program within the period from January 1, 2022 through December 31, 2022.

Potential Related Operating Budget Revenues:	Annual Amount	\$	-
----------------------------------------------	---------------	----	---

Describe:

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

Current Year:

Next Four Years:

Prepared by: Michael Dunn

Title: Budget Analyst

Department: Budget

Date: July 21, 2022

Reviewed By:

Budget Director

Date:

ACT NO. ____ - 20__

AN ACT authorizing the County to enter into an inter-municipal agreement with the City of Yonkers ("City"), acting by and through its Police Department, pursuant to which the City will provide its National Night Out program within the period from January 1, 2022 through December 31, 2022 for a total amount not to exceed \$4,000

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 an inter-municipal agreement with the City of Yonkers ("City"), acting by and through its Police Department ("PD"), pursuant to which the City will provide its National Night Out program within the period from January 1, 2022 through December 31, 2022, for a total amount not to exceed Four Thousand (\$4,000.00) Dollars, payable in full upon execution of the agreement, in accordance with an approved budget.

§2. The City shall submit a written report, including statistics, to the County, of the program. Evaluations will be based on the extent to which objectives of the program were accomplished.

§3. The Chair of the Board of Legislators or the Chair's designee (the "Chair") is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

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

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

offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chair, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "B" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "B, it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to

the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

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

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

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

NINTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule "C," as part of this Agreement.

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace

it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the 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. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

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

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

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

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

To the Municipality: City of Yonkers
One Larkin Center, Third Floor
Yonkers, NY 10701

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

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

EIGHTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or

by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

NINETEENTH: The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

Attached hereto and forming a part hereof as Schedule "D" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event. The Municipality shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County.

TWENTIETH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "E." Therefore, the Municipality agrees, as part of this Agreement, to complete the form attached hereto as Schedule "E."

TWENTY-FIRST: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that 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.

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

TWENTY-THIRD: The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts. Therefore, the Contractor agrees, as part of this Agreement, to complete the form attached hereto as Schedule "F."

TWENTY-FOURTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

THE MUNICIPALITY

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____
day of _____, 20____.

duly adopted on the

Approved

Sr. Assistant County Attorney
County of Westchester
MG/BOL/127570

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

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

(Name of Municipality)

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

(Person executing agreement)

(Village Board, Village Board, Municipality Council)

(Signature)

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 is the _____ of said municipal corporation.
(title)

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SCHEDULE "A"
SCOPE OF SERVICES:

DRAFT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS

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

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

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.web.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.

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.

DRAFT

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

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

Yes _____ No _____

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

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

Yes _____ No _____

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

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

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

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

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

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

SCHEDULE "E"
CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such

termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

RESOLUTION NO. - 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. -2022 entitled "A LOCAL LAW authorizing the County of Westchester to enter into an agreement with the County of Westchester Industrial Development Agency and Westchester Airport Associates L.P. ("WAA) to terminate, effective retroactively to December 31, 2021, a lease agreement dated October 19, 1993, for property located at the Westchester County Airport in connection with WAA's construction and operation of a parking garage thereon". The public hearing will be held at ____ m. on the ____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

July 28, 2022

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Debat Jadh

Catharine R

W. N. M. S.

Let

Debat Jadh

May Jane Shinnick

Colin O'Brien

David B. S. S.

David S.

Catharine R

Budget & Appropriations

May Jane Shinnick

Colin O'Brien

David B. S. S.

Catharine R

Public Works & Transportation 475

Legislation

Dated: July 28, 2022
White Plains, New York

The following members attended the meeting remotely, as per Chapter 1 of the New York State Laws of 2022 and Executive Order 11, as extended, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Legislation

Margaret A. Cunzio

Budget & Appropriations

[Signature]

[Signature]

Public Works & Transportation

[Signature]

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Local Law which, if adopted by your Honorable Board, would authorize an agreement (“Termination Agreement”) between the County of Westchester (“County”), the County of Westchester Industrial Development Agency (“Agency”), and Westchester Airport Associates L.P. (“WAA”) to terminate, effective retroactively to December 31, 2021, a lease agreement dated October 19, 1993 (“Ground Lease”) for property located at the Westchester County Airport in connection with WAA’s construction and operation of a parking garage thereon.

By way of background, it should be noted that after the County and WAA entered into the Ground Lease for a term of 30 years, WAA assigned its interest therein to the Agency pursuant to the terms of an Assignment dated February 1, 1994 (the “Assignment”). The Agency subsequently entered into a Sublease and Assignment Agreement dated February 1, 1994 (the “Sublease”). The Ground Lease was thereafter amended by a First Amendment dated August 11, 1994 (the “First Amendment”), a Second Amendment dated May 23, 2001 (the “Second Amendment”), and a Third Amendment dated April 8, 2003. The County and WAA entered into a Settlement Agreement dated February 28, 2013, to resolve claims related to WAA withholding rent as well as the County’s operation of a cell phone waiting lot. More recently, the parties entered into a Payment Agreement dated September 28, 2018, to resolve claims over the payment of Percentage Rent owed by WAA from 2016-2017 by requiring the payment of \$775,000.00 in three annual installments through September 2020. Your Honorable Board authorized all of these amendments and subsequent agreements. The term of the Ground Lease will expire on July 31, 2024.

Your Committee has been advised that since early 2020, the COVID-19 pandemic has caused a major disruption to air travel and has significantly reduced WAA’s

revenues from public parking. In recognition of this, the County abated WAA's Base Rent by \$727,083.34 from June 1, 2020 through June 30, 2021. However, this abatement has not completely offset WAA's lost revenue. Therefore, the parties propose to enter into the Termination Agreement to terminate the Ground Lease retroactive to December 31, 2021. WAA still owes the County \$326,000 under the Settlement Agreement and \$175,000 under the Payment Agreement for a total of \$501,000.00. The Termination Agreement provides that WAA will pay this amount within 30 days after the Ground Lease is canceled.

The Ground Lease provides for termination in only two instances: default by the tenant, subject to notice and the opportunity to cure; and cancellation by the County on the 7th, 14th or 21st anniversary of the lease commencement for the purpose of buying the garage. As neither of these situations is present in the current circumstances, the Termination Agreement requires the same approval as the Ground Lease and its amendments, namely a Local Law approved by a two-thirds majority of your Honorable Board.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA") have been met. The Planning Department advises that the proposed Settlement Agreement is classified as a Type II action. Therefore, no further action is required by your Honorable Board. Your Committee has reviewed the annexed SEQRA memo and concurs with that conclusion.

Date: July 28, 2022
White Plains, New York

LEGISLATION COMMITTEE ON
DLV/24/2022

Budget & Appropriations

Public Works & Transportation

Dated: July 28, 2022
White Plains, New York

The following members attended the meeting remotely, as per Chapter 1 of the New York State Laws of 2022 and Executive Order 11, as extended, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Legislation

Margaret A. Cunzio (WOP)

Budget & Appropriations



Tye H. [unclear] (WOP)

Public Works & Transportation

Tye H. [unclear] (WOP)

FISCAL IMPACT STATEMENT

SUBJECT: Airport Parking Lease

☐ 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	\$	0
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Total Current Year Revenue	\$	(1,517,000)
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Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

Additional Appropriations

☒ Other (explain)

Identify Accounts: 161-44-4110-9096

Potential Related Operating Budget Expenses:

Annual Amount

Describe:

Potential Related Operating Budget Revenues:

Annual Amount

Describe:

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

Current Year: Estimated Net Revenue Loss of \$1,517,000

Next Four Years: Assuming that the successor agreement is terminated by mutual consent on

August 1, 2024, there is no projected net revenue loss for CFY 2023 and \$1.1 million projected net revenue loss for CFY 2024.

Prepared by: Lawrence Soule

Title: _____ **Director:** _____

Department: Department of Budget


Date: May 5, 2022

Reviewed By:

Budget Director

Date:

TO: David Vutera, Associate County Attorney
Department of Law

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

DATE: February 18, 2022

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR AIRPORT PARKING
GARAGE LEASE TERMINATION

PROJECT/ACTION: Termination of a lease agreement with the County of Westchester Industrial Development Agency (IDA) and Westchester Airport Associates, L.P. in connection with the construction and operation of a parking garage at the Westchester County Airport. Initiated in 1993 and amended from time to time, the lease agreement is currently due to expire on July 31, 2024. Early termination is being sought to allow for the same parties to enter into a new 5-year lease agreement that would better adjust for lost revenues associated with the pandemic. The termination will be retroactive to December 31, 2021.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- ☐ DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)
- ☒ MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION(S):
- 617.5(c)(26): routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment

COMMENTS: The anticipated new lease agreement will be retroactive to January 1, 2022 and will provide for continued maintenance and operations of the parking garage by Westchester Airport Associates L.P. for 5 additional years. This action may also be classified as Type II pursuant to section 617.5(c)(32).

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Hugh Greechan, Jr., Commissioner of Public Works & Transportation
Norma Drummond, Commissioner
Tami Altschiller, Assistant Chief Deputy County Attorney
Claudia Maxwell, Associate Environmental Planner

LOCAL LAW NO. ____ - 2022

A LOCAL LAW authorizing the County of Westchester to enter into an agreement with the County of Westchester Industrial Development Agency and Westchester Airport Associates L.P. (“WAA”) to terminate, effective retroactively to December 31, 2021, a lease agreement dated October 19, 1993, for property located at the Westchester County Airport in connection with WAA’s construction and operation of a parking garage thereon.

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

Section 1. The County of Westchester is authorized to enter into an agreement with the County of Westchester Industrial Development Agency and Westchester Airport Associates L.P. (“WAA”), in substantially the same form as attached hereto, to terminate, effective retroactively to December 31, 2021, a lease agreement dated October 19, 1993, for property located at the Westchester County Airport in connection with WAA’s construction and operation of a parking garage thereon.

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

§3. This Local Law shall take effect immediately.

[Attach Termination Agreement]

LEASE TERMINATION AND SURRENDER AGREEMENT

AGREEMENT made as of the ____ day of _____, 2022, by and among

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,

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a public benefit corporation of the State of New York, having an office at 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "Agency")

and,

WESTCHESTER AIRPORT ASSOCIATES L.P., a Delaware limited partnership qualified to do business in the State of New York, having an office at 1 Renaissance Square, 4th Floor, White Plains, New York 10601 (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the County and Tenant entered into an Agreement of Lease dated October 19, 1993, (the "Ground Lease") of certain property located at the Westchester County Airport in connection with the Tenant's construction and operation of a Parking Facility thereon (the "Parking Facility"); and

WHEREAS, the Tenant thereafter assigned its interest in the Ground Lease to the Agency pursuant to the terms of an Assignment dated February 1, 1994 (the "Assignment"); and

WHEREAS, the Agency thereafter entered into a Sublease and Assignment Agreement, dated February 1, 1994 (the "Sublease"); and

WHEREAS, in order to facilitate the financing of the construction of the Parking Facility at the Airport, the Agency on February 1, 1994 issued certain

Airport Facility Revenue Bonds (Westchester Airport Associated, LP Project) comprised of Series A Bonds and Series B Bonds (Federally Taxable)(collectively, the "Bonds") and the Agency entered into a Leasehold Mortgage and Security Agreement, dated March 1, 1994 (the "Leasehold Mortgage") in favor of the bond trustee (or its successors and assigns, the "Leasehold Mortgagee"); and

WHEREAS, the Ground Lease was thereafter amended by a First Amendment of Ground Lease dated August 11, 1994 (the "First Amendment") to revise the property description as set forth in Exhibit "A" of the Ground Lease; and

WHEREAS, the Ground Lease was thereafter amended by a Second Amendment of Ground Lease, dated May 23, 2001 (the "Second Amendment") to, among other things, modify the Parking Facility's hours of operation and agree to arbitrate a dispute as to the calculation of Excess Rent; and

WHEREAS, the Ground Lease was thereafter amended by a Third Amendment of Ground Lease, dated April 8, 2003 (the "Third Amendment") to clarify the calculation of Excess Revenue; and

WHEREAS, the County, the Tenant, and the Agency entered into a Settlement Agreement dated February 28, 2013 in order to, among other things, settle the claims between the parties as to the payment of Excess Rent by requiring the Tenant to pay the County \$10,416.67 per month through the expiration of the Ground Lease ("Settlement Agreement"); and

WHEREAS, the County, the Tenant, and the Agency entered into a Payment Agreement dated September 28, 2018 in order to resolve unpaid Percentage Rent for 2016-2017 by requiring the Tenant to pay \$775,000.00 in three annual installments through September 2020 ("Payment Agreement"); and

WHEREAS, the County, the Tenant, and the Agency recognize that the COVID-19 pandemic ("COVID-19) has caused a major disruption to air travel and as a result, revenues under the Ground Lease have been impacted; and

WHEREAS, in recognition of the impact of COVID-19 on the Tenant's revenues, the County for the period from June 1, 2020 through June 30, 2021, abated the Tenant's Base Rent by an amount of \$727,083.34; and

WHEREAS, the Tenant still owes the County \$326,000 under the Settlement Agreement and \$175,000 under the Payment Agreement for a total of \$501,000.00; and

WHEREAS, the County, the Tenant, and the Agency desire to terminate the Ground Lease and simultaneously enter into the new ground lease of even date herewith (the "New Lease")(attached hereto as Schedule 1).

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. All initially capitalized terms shall have the meaning ascribed to them in the Ground Lease.
2. Conditioned upon the full execution of the New Lease, the Ground Lease is hereby canceled and terminated effective as of midnight December 31, 2021, and the term demised is brought to an end as of midnight December 31, 2021 (the "Cancellation Time") with the same force and effect as if the term of the Ground Lease was fixed to expire on the Cancellation Time. The parties acknowledge that the Cancellation Time is subject to the approval of the Westchester County Board of Legislators and the Westchester County Board of Acquisition and Contract.
3. Effective on the Cancellation Time, the parties mutually agree that all obligations under the Ground Lease shall be extinguished, except that the Tenant's obligations under the Settlement Agreement and the Payment Agreement shall continue in full force and effect.
4. This Lease Surrender Agreement may not be changed orally, and shall be binding upon and inure to the benefit of the parties to it, their respective heirs, successors, and, as permitted, their assigns.
5. As of the Cancellation Time, neither Landlord, Agent, nor Tenant shall have any further rights against the other under the Ground Lease nor any further obligations or liabilities under the Ground Lease, except that the Tenant shall remain obligated under the Settlement Agreement and the Payment Agreement to pay the County any amounts due thereunder . No later than thirty (30) days after the Cancellation Time, the Tenant shall pay the County

\$501,000.00 in full satisfaction of the amounts owed under the Settlement Agreement and the Payment Agreement.

6. The Tenant shall indemnify, defend and hold harmless the County and the Agency against any claim or action brought by an Institutional Lender or any other party for amounts owed by the Tenant.
7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.
8. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

THE COUNTY OF WESTCHESTER

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

COUNTY OF WESTCHESTER
INDUSTRIAL DEVELOPMENT
AGENCY

By: _____
(Name and Title)

WESTCHESTER AIRPORT
ASSOCIATES, L.P.

By: _____
Louis R. Cappelli, President
Airport Parking Associates, General
Partner

Approved by the Board of Legislators of the County of Westchester on
_____, 2022.

Approved by the Board of Acquisition and Contract of the County of Westchester
on _____, 2022.

Approved:

County Attorney

County of Westchester

Vutera/DTR/124200/WAA Termination Agr draft 2-3-22

DRAFT

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (“County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County shall refer Department of Health patients in need of medical services and treatment, including emergency room services, to WCHCC. This agreement does not involve the payment of funds by the County to WCHCC. Instead, WCHCC will accept payment from the patient, from insurance, and from Medicaid or Medicare, as applicable. The agreement will be non-exclusive and is similar to the agreements the County enters into with other hospitals. The prior agreement for these services expired on December 31, 2021.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement. Said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

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

Your Committee has carefully considered and recommends approval of the proposed Act by your Honorable Board’s majority vote.

Dated: July 18th, 2022

White Plains, New York

James J. Zellerbach

Chairman

Manhattan

W.P.N.

Health

for the

James J. Zellerbach

Chairman

Manhattan

Health

COMMITTEE ON

Budget &
Appropriations

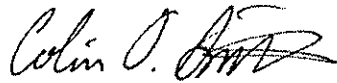
Health

Dated: July 18, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

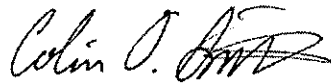
**BUDGET AND APPROPRIATIONS
COMMITTEE**



David Q. Iulio

Catherine F. Parker

**HEALTH
COMMITTEE**



FISCAL IMPACT STATEMENT

SUBJECT: BACK-UP MEDICAL SERVICES

☒ 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: AGREEMENT DOES NOT INVOLVE PAYMENT OF FUNDS BETWEEN COUNTY & WCHCC

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: \$0

AGREEMENT DOES NOT INVOLVE PAYMENT OF FUNDS BETWEEN COUNTY & WCHCC

Next Four Years: \$0

Prepared by: Joseph Mathews

Title: Director of Fiscal Operations

Department: Health

Date: June 6, 2022

Reviewed By: 

Budget Director

Date: 6/14/22

ACT NO. 2022 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC.

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

Section 1. The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC. This agreement does not involve the payment of funds by the County to the WCHCC.

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

§3. This Act shall take effect immediately.

THIS AGREEMENT, made the first day of January, 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

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, 100 Woods Road, Valhalla, New York 10595, (hereinafter referred to as the "Corporation"), the operator of Westchester Medical Center ("Medical Center").

WITNESSETH:

WHEREAS, the County, through its Department of Health ("Department"), desires to establish a working relationship with the Corporation for the referral of the Department's clinic patients in need of medical services and treatment which the Department is unable to provide; and

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

WHEREAS, the County and the Corporation wish to provide for the orderly referral of Department patients and records from one to the other to coordinate the work of the staffs of each in order to improve the quality of medical care available to patients of both.

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

FIRST: A. The County shall make a timely treatment referral of its Department's patients to the Medical Center for evaluation whenever it is believed that a patient of the Department requires medical services and treatment, including, but not limited to, the following:

1. In-patient care
2. Emergency Room care
3. Use of specialty clinics
4. Use of laboratory and X-ray facilities

B. No Department patient shall be referred or brought to the Medical Center by the Department unless the treating Department personnel have notified the appropriate personnel and/or responsible physician at the Medical Center, submitted a completed WCDH Referral Form and received approval to refer the patient to the Medical Center.

In order to initiate a referral to the Medical Center, the Department must first contact, as appropriate, the following Medical Center Departments:

Outpatient Clinics 914 493 7667

Adult Emergency Department 914 493 5000

Pediatric Emergency Department 914 493 6001

C. When discharge is planned from the Medical Center to Department, the Corporation will notify the Department so that the Department will be in a position to provide timely after-care. The Corporation will also, upon discharge and subject to receipt of applicable patient consent, provide the Department with information as indicated in paragraphs "FOURTH and SEVENTH", and will send WCDH a copy of the complete medical encounter, including a Discharge Summary, if applicable, within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343.

SECOND: Medical Center has no obligation to Department or County to accept a referred patient. All admissions to the Medical Center shall be in accordance with the Medical Center's admitting policies, as well as with its bylaws, rules and regulations and is contingent on the availability of Medical Center resources.

THIRD: A. The parties agree to assist each other in, and to be available for (and have the appropriate physician and/or health care professionals available for), consultation with regard to the care and treatment of Department's patients who are treated pursuant to this Agreement.

B. Notwithstanding any provisions in this Agreement to the contrary, this Agreement grants no rights to the Department or its personnel to participate in or control the care and treatment provided to a Department patient subsequent to the referral to the Medical Center pursuant to this Agreement, except in cases where the situation represents a public health risk as specified in the New York State or Westchester County Sanitary Code.

C. In the event a Department patient is referred to the Medical Center and the physician or other health care professional responsible for the Department patient's care at the Medical Center is not a member of the Medical Staff at the Medical Center, or is not otherwise permitted to practice at the Medical Center, or if the Medical Center staff is informed that the physician or other health care professional responsible for the Department patient's care at the Medical Center will not continue to manage the Department patient's treatment at the Medical Center, the Medical Center shall assign a physician or other appropriate health care professional to care for the Department Patient at the Medical Center consistent with its policies and procedures.

D. The Department shall provide the necessary personnel to supervise and monitor its patients while at the Medical Center for inpatient or outpatient care as appropriate in the discretion of the Department and in accordance with Medical Center policies and procedures. If the Department staff is concerned that the Department patient may be dangerous to his or herself or others, not in good control, or pose an elopement risk, appropriate Medical Center staff shall be notified of this by the Department staff immediately upon arrival of the Department's patient so that security procedures may be instituted.

FOURTH: Upon referral of a Department patient from the Department to the Medical Center for treatment, copies of all medical and other information necessary to continue the Department patient's care without interruption will accompany the Department patient or be provided to the Medical Center. Such information shall include copies of the following: a

physician or other health care professional's written "Do Not Resuscitate" order, if applicable; advance directives (e.g. health care proxies, living wills, if available); all relevant laboratory and/or diagnostic reports; the Department patient's last Medication Sheet; history and physical; sociological and psychiatric information; and a WCDH referral or transfer form.

Corporation will endeavor to coordinate patient care and provide Department with patient information, in accordance with applicable laws, patient directives, and Medical Center policies, in a mutually agreeable format.

The Department shall provide registration data prior to scheduling appointments at the Medical Center. The Medical Center shall be responsible for obtaining all required authorizations for treatment, in accordance with Medical Center's policies and practice.

FIFTH: A. The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. The Corporation, its officers, agents and employees and subcontractors shall treat all client/patient information, which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

B. Referrals must be sent with an appropriate release of records request, completed by the patient, authorizing the Corporation to disclose patient's protected health information to the County following evaluation.

C. The provisions contained in this paragraph "FIFTH" shall survive the expiration or termination of this Agreement.

SIXTH: Consistent with Medical Center policies, the Corporation agrees that Department physicians may refer patients for specialized care if appropriate in the physicians professional judgment.

SEVENTH: The Corporation agrees that Department patients, on written request from the Department physicians, will have access to the following services, either on an appointment or emergency basis to the same extent as any other Medical Center patient:

1. Radiology services
2. Laboratory services
3. Such other ambulatory services as may be necessary

In the event of a Communicable Disease emergency, or under other circumstances in which immediate action is required pursuant to law, the Medical Center staff will telephone the findings to the Department, in accordance with applicable rules and regulations. The Department physicians may consult with Medical Center staff in the above services to review X-rays and results of other tests, in accordance with applicable rules, regulations and Medical Center's policies. In addition, Medical Center will send the WCDH a copy of the complete medical encounter, within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343.

EIGHTH: The Department physicians may determine that a patient has an acute condition requiring immediate follow-up treatment, at times when the Department is closed. These patients may be instructed to go to the Medical Center's emergency room. Department will advise such referred patients that patients may be solely responsible for payment of medical fees, if any.

NINTH: Patients referred by Department to the Medical Center for admission or outpatient treatment become patients of the Medical Center which will be solely responsible for the patient's care and for securing payment for services rendered to the patient at the Medical Center. Neither party assumes responsibility for payment of patient care provided by the other party. This Agreement does not involve the payment of funds between the County and the Corporation. All appropriate information available regarding third-party payors or other parties financially responsible for the Department patient care will be forwarded by the Department at the time Department's patients are referred to the Medical Center for treatment.

TENTH: The term of this Agreement (“Term”) shall commence on January 1, 2022 and shall expire on December 31, 2026.

ELEVENTH: The parties hereto acknowledge and agree that no relationship of principal and agent, joint venture or partnership is created or intended to be created hereby. Each facility shall be exclusively responsible for and in control of its policies, procedures, management, assets and obligations. Neither facility will, by reason of this Agreement, assume any liability for the actions or obligations of the other.

TWELFTH: (a) Either party may cancel this Agreement with or without cause and without liability upon thirty (30) days prior written notice.

(b) In the event the Corporation shall lose its accreditation, operating certificate, or licensure then either party may terminate this Agreement immediately.

THIRTEENTH: The Corporation shall comply with all federal, state and local statutes, rules, regulations and licensing requirements applicable to the services that it will provide under this Agreement.

FOURTEENTH: Both parties each expressly agree that neither it nor any person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Corporation acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FIFTEENTH: The parties agree that, to the extent allowed under law:

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

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

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by 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
Department of Health
10 County Center Road, 2nd Floor
White Plains, NY 10607

with a copy to:

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

To the Corporation:

Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595
Attn: Dr. David Markenson
Medical Director, Disaster Medicine and Regional Emergency Services

with a copy to:

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

SEVENTEENTH: Neither party shall assign, or otherwise dispose of this Agreement, or any right, or interest herein, without the previous written consent of the other.

EIGHTEENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "A" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Corporation agrees to complete the questionnaire attached hereto as Schedule "A", as part of this Agreement.

NINETEENTH: The Corporation recognizes that this Agreement does not grant the Corporation exclusive referrals from the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTIETH: 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.

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

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

TWENTY-SECOND: Attached hereto and forming a part hereof as Schedule "B" is a questionnaire entitled "Required Disclosure of Relationships to County". The Corporation agrees to complete and sign said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Corporation agrees to notify County in writing within ten (10) business days of such event.

TWENTY-THIRD: This Agreement shall not be enforceable until signed by both parties and approved by the Office of Legal Affairs of the Corporation and the Office of the County Attorney.

[NO ADDITIONAL TEXT ON THIS PAGE]

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

THE COUNTY OF WESTCHESTER

By: _____
Sherita Amler, M.D.
Commissioner, Department of Health

**WESTCHESTER COUNTY HEALTH CARE
CORPORATION**

By: _____
(Name)

(Title)

Authorized by the Board of Legislators of the County of Westchester by Act No. _____ on
the _____ day of _____, 20__.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____
day of _____, 20__.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

SCHEDULE "A"

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

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

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

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

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

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

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

 X No

 Yes

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

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

Women

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

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

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

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

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

Name of Business Enterprise Westchester County Health Care Corporation

Address: 100 Woods Road, Valhalla, NY 10595

Name and Title of person completing questionnaire:

Signature:

Notary Public

Date _____

SCHEDULE "B"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor: Westchester County Health Care Corporation

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes X No _____

If yes, please provide details: Pursuant to Public Officers Law and based on records maintained by WCHCC of outside employment in excess of \$1,000 per annum, WCHCC has no record of any employee that is also an officer or employee of Westchester County. As a public employer, WCHCC employs over 3300 employees and staff from Westchester County and surrounding areas and many of whom are former County of Westchester employees. Upon information and belief, some WCHCC employees are related by marriage or consanguinity to employees of the County of Westchester.

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____ Not Applicable X

If yes, please provide details: WCHCC is a public benefit corporation existing by virtue of the Laws of the State of New York and, as such, is not privately owned.

To answer the following question, the following definition of the word "interest" shall be used:

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

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

2. Do any officers or employees of the County have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No X _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

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

Your Committee on Budget and Appropriations is in receipt of a transmittal from the County Executive of his proposed 2022-23 Westchester Community College Budget and Budget Act making appropriations in the amounts of one hundred nineteen million, five hundred sixty-one thousand, eight dollars (\$119,561,008) for operating purposes, and five million, nine hundred and twenty-five thousand dollars (\$5,925,000) for capital purposes for the support of the County Community College for the fiscal year beginning September first two thousand twenty-two.

The accompanying budget proposal calls for a County Sponsor Contribution in the amount of twenty-five million dollars (\$25,000,000) to be appropriated and taxed for in the 2023 Westchester General Fund Operating Budget for the support of Community College Operations for the fiscal year beginning September 1, 2022.

The Department of Budget has advised that this legislation is necessary for the operation of Westchester Community College for the fiscal year beginning September 1, 2022.

Therefore, the Committee recommends the adoption of the attached Budget Act making appropriations for the support of the County Community College for the fiscal year beginning September first two thousand twenty-two.

DATED: July, 28th, 2022
White Plains, New York

Vedat Fathi

Colin O'Shea

Cathleen By

Self (w/o prejudice)

Con. M. (w/o prejudice)

COMMITTEE ON BUDGET & APPROPRIATIONS

David J. Tubio

James J. Zule
Mary Clare Smith

Dated: July 28, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to be "James J. ...".A handwritten signature in black ink, appearing to be "Tye H. ...".

ACT NO. - 2022

AN ACT adopting the Westchester County Community College Budget and making appropriations for the operation of the Westchester Community College. Be it enacted by the Board of Legislators of the County of Westchester as follows:

Section 1. The accompanying Departmental Budget for the Community College in the gross amount of One Hundred Nineteen Million, Five Hundred Sixty-One Thousand, Eight Dollars (\$119,561,008) and the Capital Budget in the gross amount of Five Million, Nine Hundred and Twenty-Five Thousand Dollars (\$5,925,000) is hereby adopted for the Community College fiscal year September 1, 2022, through August 31, 2023.

Section 2. The several amounts specified in the above mentioned budget under the column heading "allowed 2022/2023" are hereby appropriated for such purposes under the following general classifications:

Personal Service (Code 1)	\$ 98,328,628
Purchase of Equipment (Code 2)	\$ 314,000
Materials and Supplies (Code 3)	\$ 3,800,204
Expenses (Codes 4 and 5)	\$ 17,118,176
Capital Budget (Code 9000)	\$ 5,925,000

Section 3. The President of the Community College, pursuant to regulations established by the College Board of Trustees, is hereby authorized to make transfers between sub-accounts within the general classifications of Personal Service (Code 1), Purchase of Equipment (Code 2), Materials and Supplies (Code 3), and Expenses (Codes 4 and 5).

Section 4. The Budget Director, with the approval of the County Executive and the Committee on Budget and Appropriations, after formal request and justification by the College President upon authorization by the College Board of Trustees, is hereby authorized to make transfers among the sub-accounts within the general classification of Capital (Code 9000), and between any general classifications of account.

Section 5. The total annual salaried position count, exclusive of trusts and grants, as well as island accounts, is Five Hundred and Forty-Five (545). The President of the College may, upon authorization of the College Board of Trustees, and certification to the Budget Director of availability of funds, increase this count by no more than five percentum (5%), rounded down to the nearest whole number, in the fiscal year. Increases over five percentum (5%) require approval of the Budget Director, after request of the College President, as authorized by the College Board of Trustees. Appeal of the Budget Director's decision may be made to the County Executive, whose decision will be considered final. Annual Salaried positions may not be created in Other Than Personal Service operating accounts.

Section 6. Where personnel are employed under a trust or grant, such employment shall terminate at the expiration of the funds provided by the trust or grant.

Section 7. An amount not to exceed Twenty-Five Million Dollars (\$25,000,000) shall be appropriated and taxed for in the 2023 Westchester County General Fund Operating Budget as a sponsor contribution to support the 2022/2023 Westchester County Community College Budget. Appropriations for Expenditure Transfers and Reimbursements in the College's 2022/2023 budget, or such amounts as shall be sufficient and necessary to accomplish the designated purposes of this budget including but not limited to meeting the state maintenance of effort and tuition cap requirements and the net return from the 2022/2023 budget due hereunder to the general fund, may not be changed without the written approval of the County Executive and the Budget Director.

Section 8. Upon request of and justification by the President of the College, the Commissioner of Finance is hereby authorized, to the extent necessary to satisfy current obligations or continue existing operations, to advance such additional funds on hand to 2022/2023 budget accounts.

Section 9. Other revenues to support the operation of the 2022/2023 Community College Departmental Budget are hereby estimated as follows:

State Aid	\$	30,484,172
Departmental:		
Student Tuition	\$	43,064,836
Other	\$	1,694,000
Chargebacks to Other		
Community Colleges:		
Operating	\$	4,082,000
Capital	\$	285,000
Fund Balance	\$	14,856,000
Interest on Investments	\$	95,000

Section 10. The President of the College shall file detailed monthly statements of expenditures and revenues with the County Board of Legislators, the Budget Director, and the Commissioner of Finance, said reports to be inclusive of all College operations. An annual audit, as well as any periodic audits which may be necessary, as prescribed by law, and provided for by the Board of Trustees, shall be filed with the County Board of Legislators, the Budget Director and the Commissioner of Finance.

Section 11. This Act shall take effect immediately.