



# Budget & Appropriations Meeting Agenda

Committee Chair: Vedat Gashi

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Monday, September 12, 2022**

**9:30 AM**

**Committee Room**

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## CALL TO ORDER

Joint with Public Works & Transportation; Public Safety; Human Services, Human Rights & Equity; Health; Seniors & Youth; Parks & Recreation; and Law & Major Contracts committees.

## MINUTES APPROVAL

### I. ITEMS FOR DISCUSSION

Discussion of Annual Comprehensive Financial Report

Guest: Finance Dept.: Commissioner Karin Hablow and Deputy Commissioner Cesar Vargas;  
Budget Dept.: Larry Soule, Director; PKF O'Connor Davies: Nick DeSantis, Partner

1. [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.

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

Joint with Public Works & Transportation and Public Safety

Guests: DES: Commissioner Richard Wishnie and Deputy Commissioner Susan Spear

2. [2022-374](#) **BOND ACT-SBB95-Playland Pumping Station Rehabilitation**

A BOND ACT authorizing the issuance of SIX MILLION (\$6,000,000) DOLLARS in bonds of Westchester County to finance Capital Project SBB95 - Playland Pumping Station Rehabilitation.

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

Joint with Public Works & Transportation

Guests: Dept. of Environmental Facilities: Commissioner Vincent Kopicki, Deputy Commissioner Nat Federici, Associate Engineer (Construction) Christopher Gelardo, and Capital Program Coordinator Joe Brown

3.     [2022-386](#)     **BOND ACT(Amended)-SBB30-Blind Brook WWTP Roof Replacements**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of THREE MILLION, FIVE HUNDRED THOUSAND (\$3,500,000) DOLLARS to finance Capital Project SBB30 - Blind Brook Waste Water Treatment Plant Roof Replacements.

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

Joint with Public Works & Transportation

Guests: Dept. of Environmental Facilities: Commissioner Vincent Kopicki, Deputy Commissioner Nat Federici, Associate Engineer (Construction) Christopher Gelardo, and Capital Program Coordinator Joe Brown

4.     [2022-387](#)     **BOND ACT(Amended)-RD017-MRF and Transfer Station Rehabilitation**

A BOND ACT (Amended) authorizing the County of Westchester by and on behalf of the Refuse Disposal District #1 to revise the scope of prior Bond Act No. 100-2019 ("Act 100-2019") in connection with the following Capital Project - RD017 - Material Recovery Facility and Transfer Station Rehabilitation.

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

Joint with Public Works & Transportation

Guests: Dept. of Environmental Facilities: Commissioner Vincent Kopicki, Deputy Commissioner Nat Federici, Associate Engineer (Construction) Christopher Gelardo, and Capital Program Coordinator Joe Brown

5.     [2022-365](#)     **ACT-WCHCC-SAAVE Program-Bilingual Services**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES, HUMAN RIGHTS & EQUITY AND HEALTH**

Joint with Human Services, Human Rights & Equity and Health

Guest: Office for Women: Robi Schlaff, Director



**6. [2022-366](#) ACT-WCHCC-FACT Program-Forensic Medical Care**

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 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES, HUMAN RIGHTS & EQUITY AND HEALTH**

Joint with Human Services, Human Rights & Equity and Health

Guests: Office for Women: Robi Schlaff, Director; Budget Dept.: Larry Soule, Director

**7. [2022-370](#) IMA-Virginia Road Ballfield-Mount Pleasant**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Pleasant whereby the Town shall operate and maintain the facilities of the park known as the Virginia Road BallField for municipal recreation purposes.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & RECREATION**

Joint with Parks & Recreation

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia; DPW: Commissioner Hugh Greechan

**8. [2022-403](#) IMA-Summer Youth Employment & Training Srvcs.-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.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH**

Joint with Seniors & Youth

Guests: Youth Bureau: Dr. DaMia Harris-Madden, Executive Director, and Bernie Dean

**9. [2022-464](#) ACT - Wilson's Woods Pool Improvements (RWW05)**

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project RWW05 - Wilson's Woods Pool Improvements.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & RECREATION**

Joint with Parks & Recreation

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia;  
DPW: Commissioner Hugh Greechan

**10. [2022-465](#) BOND ACT - Wilson's Woods Pool Improvements (RWW05)**

A BOND ACT authorizing the issuance of SEVEN MILLION (\$7,000,000) DOLLARS in bonds of Westchester County to finance the cost of the construction of improvements to Wilson's Woods Pool - Capital Project RWW05.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & RECREATION**

Joint with Parks & Recreation

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia;  
DPW: Commissioner Hugh Greechan

**11. [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**

Joint with Law & Major Contracts

Guest: Law Dept.: County Attorney John Nonna

**12. [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**

Joint with Law & Major Contracts

Guests: Law Dept.: County Attorney John Nonna and Senior Assistant County Attorney Chris Inzero

**13. [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**

Joint with Law & Major Contracts

Guests: Law Dept.: County Attorney John Nonna and Associate County Attorney John Fico

**14. [2022-434](#) ACT - Davis Lawsuit Settlement**

AN ACT authorizing the County of Westchester to settle the lawsuit of James Darrell Davis v. Westchester County and Leandra Eustache in the amount of NINETY THOUSAND (\$90,000) DOLLARS, inclusive of attorney's fees.

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

Joint with Law & Major Contracts

Guests: Law Dept. County Attorney John Nonna and Senior Assistant County Attorney Loren Zeitler

## **II. OTHER BUSINESS**

## **III. RECEIVE & FILE**

## **ADJOURNMENT**



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**

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**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.

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

Your Committee is in receipt of an amended bond act (“Amended Bond Act”) in the total amount of \$4,400,000 which includes \$900,000 in previously authorized bonds of the County of Westchester (“County”) to finance Capital Project SBB30 – Blind Brook Waste Water Treatment Plant Roof Replacements (“SBB30”). The Amended Bond Act, which was prepared by the law firm Norton Rose Fulbright is required to finance the cost of replacement of roofs at the County’s Blind Brook Water Resource Recovery Facility (“WRRF”).

The Department of Environmental Facilities (“Department”) has advised that the majority of the roofs at the Blind Brook WRRF are or will be reaching the end of their useful life and in need of replacement. The original treatment plant was built in 1962 and the secondary process was added in 1985.

Design is currently being performed by consultants and is expected to be completed by the fourth quarter of 2022. It is anticipated that construction will take twelve months to complete and will begin after award and execution of construction contracts, subject to approval of construction financing by your Honorable Board.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance SBB30, as indicated in the annexed fact sheet and as follows: Bond Act No. 55-2020 in the amount of \$900,000 which was authorized to finance design and construction management in connection with roof replacements at the Blind Brook WRRF. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 55-2020 be amended to increase the total amount authorized by \$3,500,000 for a total authorized amount, as amended, of \$4,400,000 to revise the scope of Bond Act No. 55-2020 to include work associated with the construction phase of SBB30 and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, SBB30 has been classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.



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

Dated: September 12, 2022  
White Plains, New York

Lee N. Mc  
Lancey Sklar & Hager

Mary E. Dan  
Catherine Parker

Vedat J. Ali

David J. Iuliano

Colin O. Smith

John H. L.

James J. Hager

Budget & Appropriations

Mary E. Dan  
Catherine Parker

David J. Iuliano

Colin O. Smith

John H. L.

Public Works & Transportation



COMMITTEE ON

Dated: September 12, 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  
COMMITTEE**

**PUBLIC WORKS & TRANSPORTATION COMMITTEE**

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SBB30

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal    \$                      4,400,000                      PPU    40                      Anticipated Interest Rate    3.33%

Anticipated Annual Cost (Principal and Interest):                      \$    185,875

Total Debt Service (Annual Cost x Term):                      \$    7,435,000

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:                      47

## SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF


Date: 7/5/22

Reviewed By: 

Budget Director

Date: 7/8/22

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

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

DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
SBB30 Blind Brook Waste Water Treatment Plant Roof Replacements**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on  
05-23-2022 (Unique ID: 1911)

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.

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**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  
C.J. Gelardo, Associate Engineer, Department of Environmental Facilities  
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

ACT NO. \_\_\_\_\_ - 2022

BOND ACT DATED \_\_\_\_\_, 2022.

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 55-2020, WHICH PROVIDED FOR THE ISSUANCE OF \$900,000 BONDS TO FINANCE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE PROPOSED REPLACEMENT OF VARIOUS BUILDING ROOFS AT THE BLIND BROOK WASTEWATER TREATMENT PLANT, TO EXPAND THE OBJECT OR PURPOSE TO INCLUDE CONSTRUCTION COSTS AND TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$4,400,000.

WHEREAS, this Board has previously authorized the issuance of \$900,000 bonds to finance design and construction management costs for the replacement of various building roofs at the Blind Brook Wastewater Treatment Plant, pursuant to Bond Act No. 55-2020, adopted April 14, 2020.

WHEREAS, no obligations have been issued thereunder;

WHEREAS, it has now been determined that the description of the financed object or purpose should be expanded to include construction costs for the replacement of roofs at the Blind Brook Water Resource Recovery Facility, a class of objects or purposes, and that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,400,000, an increase of \$3,500,000, and it is now desired to increase the amount of bonds authorized to \$4,400,000; and

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

Section (A): The Bond Act duly adopted by this Board on April 14, 2020, entitled:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$900,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE PROPOSED REPLACEMENT OF VARIOUS BUILDING ROOFS AT THE BLIND BROOK WASTEWATER TREATMENT PLANT.

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$4,400,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION

MANAGEMENT AND CONSTRUCTION COSTS OF THE PROPOSED REPLACEMENT  
OF ROOFS AT THE BLIND BROOK WATER RESOURCE RECOVERY FACILITY.

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

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW,  
THEREFORE,

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

Section 1. For the class of objects or purposes of financing the design, construction management and construction costs for the replacement of roofs at the Blind Brook Water Resource Recovery Facility, including incidental expenses in connection therewith, there are hereby authorized to be issued \$4,400,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,400,000, and that the plan for the financing thereof is by the issuance of the \$4,400,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.



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

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

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

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

the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion

thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance and, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

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

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

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

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

Section (B). The amendments of the Bond Act set forth in Section (A) of this Bond 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 Bond Act shall take effect immediately upon approval by the County Executive.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE COUNTY EXECUTIVE

\_\_\_\_\_

Date: \_\_\_\_\_, 2022

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,  
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of  
Legislators of said County, including the Bond Act contained therein, held on \_\_\_\_\_, 2022,  
with the original thereof on file in my office, and that the same is a true and correct transcript therefrom  
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

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

\_\_\_\_\_ (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice  
of the time and place of said meeting to be given to the following newspapers and/or other news  
media as follows:

Newspaper and/or other news media

Date given



I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on \_\_\_\_\_, 2022.

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

(CORPORATE  
SEAL)

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on \_\_\_\_\_, 2022 and approved 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 Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk and Chief of Staff 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. \_\_\_\_\_-2022

A BOND ACT AUTHORIZING THE ISSUANCE OF \$4,400,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF THE PROPOSED REPLACEMENT OF ROOFS AT THE BLIND BROOK WATER RESOURCE RECOVERY FACILITY.

class of objects or purposes:      financing the design, construction management and construction costs for the replacement of roofs at the Blind Brook Water Resource Recovery Facility

period of probable usefulness:      forty (40) years

amount of obligations to be issued:      \$4,400,000

Dated: \_\_\_\_\_, 2022  
White Plains, New York

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

# CAPITAL PROJECT FACT SHEET

Project ID:* SBB30	<input type="checkbox"/> CBA	Fact Sheet Date:* 03-15-2022
Fact Sheet Year:* 2022	Project Title:* BLIND BROOK WASTE WATER TREATMENT PLANT ROOF REPLACEMENTS	Legislative District ID: 1, 7, 6, 3,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 1911

## Overall Project Description

This project will provide funds for the replacement of roofs, installation of safety railings and repairs/replacements of expansion joints, as required, at the Blind Brook Wastewater Treatment Plant.

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

## FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	4,640	1,140	3,500	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	4,640	1,140	3,500	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 552

<b>Current Bond Description:</b> Construction funding for the replacement of all roofs at the Blind Brook Water Resource Recovery Facility.	
<b>Financing Plan for Current Request:</b>	
Non-County Shares:	\$ 0
Bonds/Notes:	3,500,000
Cash:	0
Total:	\$ 3,500,000

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
3,500,000

## Comments:

**Energy Efficiencies:**  
NOT APPLICABLE

## Appropriation History:

Year	Amount	Description
2012	240,000	DESIGN & CONSTRUCTION OF PUMP HOUSE ROOF REPLACEMENT
2019	900,000	DESIGN AND CONSTRUCTION MANAGEMENT

**Total Appropriation History:**  
1,140,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
13	56	0	0	BLIND BROOK WASTE WATER TREATMENT PLANT ROOF REPLACEMENTS
14	84	240,000	131,523	BLIND BROOK WASTEWATER TREATMENT PLANT - ROOF REPLACEMENTS
20	55	900,000	0	COST OF DESIGN, CONSTRUCTION & ROOF REPLACEMENT AT BLIND BROOK WASTEWATER TREATMENT PLANT

**Total Financing History:**

1,140,000

**Recommended By:****Department of Planning**

WBB4

**Date**

05-23-2022

**Department of Public Works**

JZR7

**Date**

06-06-2022

**Budget Department**

LMY1

**Date**

06-07-2022

**Requesting Department**

JWBA

**Date**

06-07-2022

## BLIND BROOK WASTE WATER TREATMENT PLANT ROOF REPLACEMENTS ( SBB30 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ; Public Works ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	4,640	1,140	548	3,500					
Non County Share									
Total	4,640	1,140	548	3,500					

### **Project Description**

This project will provide funds for the replacement of roofs, installation of safety railings and repairs/replacements of expansion joints, as required, at the Blind Brook Wastewater Treatment Plant.

### **Current Year Description**

The current request funds construction.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	3,500,000			3,500,000

### **Impact on Operating Budget**

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

### **Appropriation History**

Year	Amount	Description	Status
2012	240,000	Design & Construction of Pump House Roof Replacement	COMPLETE
2019	900,000	Design and construction management	DESIGN
Total	1,140,000		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
Bond Proceeds	1,140,000	131,523	1,008,477
Total	1,140,000	131,523	1,008,477


# **BLIND BROOK WASTE WATER TREATMENT PLANT ROOF REPLACEMENTS ( SBB30 )**

## **Bonds Authorized**

Bond Act	Amount	Date Sold	Amount Sold	Balance
56 13				
84 14	240,000	11/19/15	89,765	108,477
		11/19/15	7,235	
		11/19/15	486	
		12/15/17	29,145	
		12/15/17	4,830	
		12/15/17	63	
55 20	900,000			900,000
Total	1,140,000		131,523	1,008,477

July 7, 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) – RD017 – Material Recovery Facility and Transfer Station Rehabilitation.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators July 11, 2022 Agenda.

Transmitted herewith for your review and approval is an amended Bond Act ("Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") by and on behalf of the Refuse Disposal District #1 ("District") to revise the scope of prior Bond Act No. 100-2019 ("Act 100-2019") in connection with the following capital project: RD017.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 11, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer  
County Executive

July 6, 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 ("Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") by and on behalf of the Refuse Disposal District #1 ("District") to revise the scope of prior Bond Act No. 100-2019 ("Act 100-2019") in connection with the following capital project:

RD017 – Material Recovery Facility and Transfer Station Rehabilitation ("RD017").

The Amended Bond Act, in the total amount of \$4,050,000, which amount does not represent an increase to the total authorized by Act 100-2019, would authorize the County to issue bonds to finance the cost of the design, construction management and construction costs of leachate collection facilities at the District's Brockway Place Transfer Station in the City of White Plains ("Brockway" or "Facility").

Bond Act 100-2019 authorized the County to issue bonds in the amount of \$4,050,000 to finance design and construction management in connection with the leachate collection at Brockway. The Department of Environmental Facilities ("Department") has advised that the Amended Bond Act is required to authorize the County to issue bonds to finance construction in connection with RD017 to complete work required in connection with an Administrative Order issued by the United States Environmental Protection Agency ("EPA").

The Department has advised that the EPA Administrative Order requires the District to install and maintain a barrier separation and filtration system in an effort to resolve outstanding leachate concerns at the Facility ("Work"). The Work must be completed by March 2023.

The Department has further advised that this component of RD017 has previously received approval by the New York State Comptroller ("Comptroller") in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

Following bonding authorization and procurement of the system, design will be completed by a consultant and construction is anticipated to take approximately six months to complete.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RD017 as indicated in the annexed fact sheet.

Office of the County Executive

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

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

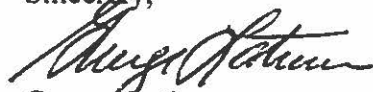
[westchestergov.com](http://westchestergov.com)



The Planning Department has advised that based on its review, RD017 has been classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,

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

George Latimer  
County Executive

Attachments

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

Your Committee is in receipt of an amended bond act (“Amended Bond Act”) in the total amount of \$4,050,000 which amount does not represent an increase to the total authorized by Act 100-2019, previously authorized bonds of the County of Westchester (“County”) to finance Capital Project RD017 – Material Recovery Facility and Transfer Station Rehabilitation (“RD017”). The Amended Bond Act, which was prepared by the law firm Norton Rose Fulbright, is required to finance the cost of the design, construction management and construction costs of leachate collection facilities at the District’s Brockway Place Transfer Station in the City of White Plains (“Brockway” or “Facility”).

Bond Act 100-2019 authorized the County to issue bonds in the amount of \$4,050,000 to finance design and construction management in connection with the leachate collection at Brockway. The Department of Environmental Facilities (“Department”) has advised that the Amended Bond Act is required to authorize the County to issue bonds to finance construction in connection with RD017 to complete work required in connection with an Administrative Order issued by the United States Environmental Protection Agency (“EPA”).

The Department has advised that the EPA Administrative Order requires the District to install and maintain a barrier separation and filtration system in an effort to resolve outstanding leachate concerns at the Facility (“Work”). The Work must be completed by March 2023.

The Department has further advised that this component of RD017 has previously received approval by the New York State Comptroller (“Comptroller”) in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

Following bonding authorization and procurement of the system, design will be completed by a consultant and construction is anticipated to take approximately six months to complete.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RD017 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RD017 has been classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its

implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

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

Dated: \_\_\_\_\_, 20\_\_\_\_.  
White Plains, New York

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RD017

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,050,000 PPU 25 Anticipated Interest Rate 3.12%

Anticipated Annual Cost (Principal and Interest): \$ 228,341

Total Debt Service (Annual Cost x Term): \$ 5,708,525

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: 44

## SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Joe Brown

Title: Capital Program Coordinator

Department: DEF


Date: 7/5/22

Reviewed By: 

Budget Director

Date: 7/5/22

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

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

DATE: March 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
RD017 Material Recovery Facility And Transfer Station Rehabilitation**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 02-15-2022 (Unique ID: 1890)

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)(35):** civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion.

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**COMMENTS:** The current request will fund improvements needed at the White Plains Transfer to bring the facility into compliance with an EPA Administrative Order pertaining to stormwater discharges. The County will be seeking approval from the EPA to install a filter system encased in a concrete vault under the existing driveway near Outfall #1 at the White Plains Transfer Station.

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 Yazzetta, Associate Budget Analyst  
Melissa Rotini, Assistant Commissioner, Department of Environmental Facilities

C.J. Gelardo, Associate Engineer, Department of Environmental Facilities  
Joseph Brown, Capital Program Coordinator, Dept. of Environmental Facilities  
Anthony Zaino, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

ACT NO. \_\_\_\_\_ - 2022

BOND ACT DATED \_\_\_\_\_, 2022.

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 100-2019, WHICH PROVIDED FOR THE ISSUANCE OF \$4,050,000 BONDS TO PAY THE DESIGN COSTS FOR THE INSTALLATION OF LEACHATE COLLECTION FACILITIES AT THE BROCKWAY PLACE TRANSFER STATION IN THE CITY OF WHITE PLAINS, IN, AND FOR THE BENEFIT OF, THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO EXPAND THE OBJECT OR PURPOSE TO INCLUDE CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS

WHEREAS, this Board has previously authorized the issuance of \$4,050,000 bonds to finance design costs for leachate collection facilities at the Brockway Place Transfer Station in the City of White Plains, pursuant to Act No. 100-2019, adopted June 3, 2019.

WHEREAS, no obligations have been issued thereunder;

WHEREAS, it has now been determined that the description of the financed object or purpose should be expanded to include construction management and construction costs of leachate collection facilities at the Brockway Place Transfer Station in the City of White Plains;

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 May 5, 2013, as amended February 13, 2017 and June 3, 2019, entitled:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE DESIGN OF LEACHATE COLLECTION FACILITIES AT THE BROCKWAY PLACE TRANSFER STATION IN THE CITY OF WHITE PLAINS, IN, AND FOR THE BENEFIT OF, THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF LEACHATE COLLECTION

FACILITIES AT THE BROCKWAY PLACE TRANSFER STATION IN THE CITY OF WHITE PLAINS, IN, AND FOR THE BENEFIT OF, THE COUNTY'S REFUSE DISPOSAL DISTRICT NO.

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

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

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. For the class of objects or purposes of financing the cost of the design, construction management and construction costs of leachate collection facilities at the Brockway Place Transfer Station in the City of White Plains, including incidental expenses in connection therewith, there are hereby authorized to be issued \$4,050,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,050,000, and that the plan for the financing thereof is by the issuance of the \$4,050,000 bonds of said County authorized to be issued pursuant to this Bond Act.



Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years pursuant to subdivision six of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Refuse Disposal District No. 1, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations, as the same become due and payable.

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that

in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at his sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State

Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance and, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

- (1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

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

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

Section (B). The amendments of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

Section (C). This Act shall take effect immediately upon approval by the County Executive.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE COUNTY EXECUTIVE

\_\_\_\_\_

Date: \_\_\_\_\_, 2022

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,  
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of  
Legislators of said County, including the Bond Act contained therein, held on \_\_\_\_\_, 2022,  
with the original thereof on file in my office, and that the same is a true and correct transcript therefrom  
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

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

\_\_\_\_\_ (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice  
of the time and place of said meeting to be given to the following newspapers and/or other news  
media as follows:

Newspaper and/or other news media

Date given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on \_\_\_\_\_, 2022.

---

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

(CORPORATE  
SEAL)

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on \_\_\_\_\_, 2022 and approved 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 Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk and Chief of Staff 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. \_\_\_\_\_-2022

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT NO. 100-2019, WHICH PROVIDED FOR THE ISSUANCE OF \$4,050,000 BONDS TO PAY THE DESIGN COSTS FOR THE INSTALLATION OF LEACHATE COLLECTION FACILITIES AT THE BROCKWAY PLACE TRANSFER STATION IN THE CITY OF WHITE PLAINS, IN, AND FOR THE BENEFIT OF, THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO EXPAND THE OBJECT OR PURPOSE TO INCLUDE CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS

class of objects or purposes:      financing the cost of the design, construction management and construction costs of leachate collection facilities at the Brockway Place Transfer Station in the City of White Plains

period of probable usefulness:      twenty-five (25) years

amount of obligations to be issued:      \$4,050,000

Dated: \_\_\_\_\_, 2022  
White Plains, New York

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> RD017	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 02-01-2022
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION	<b>Legislative District ID:</b> 1, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2,
<b>Category*</b> REFUSE DISPOSAL	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 1890

### Overall Project Description

This multi-phased project will include, but not be limited to, the design and construction of a leachate collection system for the haulage vehicle "trailer staging area" at the MRF to address the liquid leachate leaking from the trailers in the first phase. The second phase will provide for leachate collection and/or treatment systems at the White Plains and Mt. Vernon transfer stations as directed by the USEPA. The third phase will involve the repair of any structural deficiencies identified in a prior structural inspection program and the roof replacements for the MRF and the four (4) Solid Waste Transfer Stations. Also included will be the repair or replacement of the various HVAC, electrical, mechanical and plumbing systems and equipment at the MRF and Transfer Stations.

- |   |   |  |
|---|---|--|
| <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(EPA ADMINISTRATIVE ORDER) |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
<b>Gross</b>	37,680	27,680	0	0	0	0	0	10,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	37,680	27,680	0	0	0	0	0	10,000

**Expended/Obligated Amount (in thousands) as of :** 4,558

**Current Bond Description:** Requesting the amendment of Bond Act 100-2019 to include construction funding for the leachate collection system at the White Plains Transfer Station. The current bond act includes design and construction management only, the revised bond act will include design, construction management, and construction funding. Please note that the overall scope of the project has not changed.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	0
Cash:	0
<b>Total:</b>	<b>\$ 0</b>

#### SEQR Classification:

TYPE II

#### Amount Requested:

0

#### Comments:

#### Energy Efficiencies:

**Appropriation History:**

Year	Amount	Description
2013	450,000	DESIGN AND CONSTRUCTION MANAGEMENT - WHITE PLAINS
2014	1,700,000	CONSTRUCTION - WHITE PLAINS
2015	5,800,000	FUNDS ADDITIONAL CONSTRUCTION COSTS
2018	6,000,000	CONSTRUCTION.
2019	13,730,000	FUNDS CONSTRUCTION

**Total Appropriation History:**

27,680,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
14	58	0	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
17	32	4,050,000	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
19	99	7,500,000	1,096,997	DESIGN/CONSTRUCTION FOR LEACHATE COLLECTION SYSTEM AT MRF IN YONKERS
19	100	0	0	NARROWS SCOPE OF WORK TO DESIGN AND CONSTRUCTION AT WHITE PLAINS TRANSFER STATION ONLY
20	85	300,000	0	COST OF STUDY TO EVALUATE ALL BUILDING SYSTEMS AND EQUIPMENTS AT MATERIAL RECOVERY FACILITY, YONKERS

**Total Financing History:**

11,850,000

**Recommended By:**

Department of Planning  
WBB4

Date  
02-15-2022

Department of Public Works  
RJB4

Date  
02-16-2022

Budget Department  
LMY1

Date  
02-22-2022

Requesting Department  
CJGA

Date  
02-22-2022

## MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION ( RD017 )

**User Department :** Environmental Facilities  
**Managing Department(s) :** Environmental Facilities ;

**Estimated Completion Date:** TBD

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

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	37,680	27,680	4,558						10,000
Non County Share									
Total	37,680	27,680	4,558						10,000

### **Project Description**

This multi-phased project will include, but not be limited to, the design and construction of a leachate collection system for the haulage vehicle "trailer staging area" at the MRF to address the liquid leachate leaking from the trailers in the first phase. The second phase will provide for leachate collection and/or treatment systems at the White Plains and Mt. Vernon transfer stations as directed by the NYSDEC. The third phase will involve the repair of any structural deficiencies identified in a prior structural inspection program and the roof replacements for the MRF and the four (4) Solid Waste Transfer Stations. Also included will be the repair or replacement of the various HVAC, electrical, mechanical and plumbing systems and equipment at the MRF and Transfer Stations.

### **Current Year Description**

There is no current year request.

### **Impact on Operating Budget**

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

### **Appropriation History**

Year	Amount	Description	Status
2013	450,000	Design and construction management - White Plains	DESIGN
2014	1,700,000	Construction - White Plains	DESIGN
2015	5,800,000	Funds additional construction costs	\$1,900,000 - White Plains - DESIGN ; \$3,900,000 - Yonkers - DESIGN
2018	6,000,000	Construction.	\$3,600,000 - Yonkers - DESIGN; \$300,000 - STUDY IN PROGRESS; \$2,100,000 - Phase II - AWAITING BOND AUTHORIZATION
2019	13,730,000	Funds construction	AWAITING BOND AUTHORIZATION
Total	27,680,000		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
Bond Proceeds	27,680,000	3,840,800	23,839,200
Total	27,680,000	3,840,800	23,839,200

# MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION ( RD017 )

## Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
58 14				
32 17	4,050,000			4,050,000
99 19	7,500,000	12/10/19	398,154	6,403,003
		12/10/19	29,471	
		04/30/20	669,372	
100 19				
85 20	300,000			300,000
Total	11,850,000		1,096,997	10,753,003

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

Your Committee is in receipt of a communication from the County Executive requesting that this Honorable Board authorize the County of Westchester, acting by and through its Office for Women (the “County”), to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim’s Empowerment (“SAAVE”) Program for the term commencing on January 1, 2022 and continuing through December 31, 2024 (the “Agreement”).

Your Committee is advised that the foreign born population of Westchester county accounts for almost 24% of the population, evenly split between naturalized US citizens and non-citizens with Hispanics accounting for more than 20%. It is generally accepted that the number of Spanish-speaking mono and bi-lingual residents has been growing and is actually much greater than the numbers stated. The needs of this community for services for victims of sexual assault have increased with the increase in population. It is estimated that only 16% of sex crimes are actually reported statewide, making it difficult to accurately estimate the number in Westchester. The trauma associated with sexual violence creates a significant health burden for survivors of sexual assault. These health problems can lead to hospitalization, interruptions in ability to work, disability and death.

Your Committee is advised that the services to be provided by the WCHCC through its SAAVE Program pursuant to the proposed Agreement will include access to a bilingual 24/7 hotline; crisis counseling and advocacy; accompaniment to appropriate resources including sexual assault exams, police, hospitals and other providers; comprehensive outreach; education; follow-up; and other related culturally-competent services. In consideration for services rendered, the County shall pay the Corporation a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) Dollars, payable in accordance with an approved budget.

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an “action” under the State Environmental




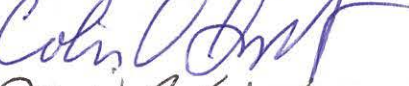


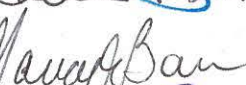

Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this Agreement. Pursuant to that section, said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee has carefully considered and recommends approval of the proposed Act.








Dated: September 12, 2022

White Plains, New York

  
  
  
  
Doris Iulio  
C.JPG 5.13.22  
  
  
  
  
Budget & Appropriations


Health

Human Services,  
Human Rights  
& Equity

Dated: September 12, 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  
COMMITTEE**

*Mary Jane Shimsky*  
*Catherine By*

**HEALTH  
COMMITTEE**

*Mary Jane Shimsky*  
*Catherine By*

**HUMAN SERVICES, HUMAN  
RIGHTS & EQUITY COMMITTEE**

*Catherine By*



# FISCAL IMPACT STATEMENT

SUBJECT: SAAVE Program

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 100,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263 11 111X 4380 (trust funded through interdepartmental plan with DSS)

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: 2022 not-to-exceed amount to provide bilingual services to victims  
of sexual assault through the SAAVE Program

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: \_\_\_\_\_

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

Current Year: \$0.00

Next Four Years: \$200,000.00

2023-2024 not-to-exceed amount to operate the Sexual Assault, Abuse and Victim's  
Empowerment (SAAVE) Program (\$100,000 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: June 16, 2022

*DJO*  
Reviewed By: *[Signature]*

Budget Director

Date: 6/23/22



ACT NO. 2022 - \_\_\_\_\_

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) to provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim’s Empowerment (“SAAVE”) Program, including but not limited to: access to a bilingual 24/7 hotline; crisis counseling and advocacy; accompaniment to appropriate resources including sexual assault exams, police, hospitals and other providers; comprehensive outreach; education; follow-up; and other related services for the term commencing on January 1, 2022 and terminating on December 31, 2024, in an amount not to exceed Three Hundred Thousand (\$300,000.00) Dollars, payable to WCHCC pursuant to an approved budget.

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

**§3.** This Act shall take effect immediately.

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 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, C-2, 100 Woods Road, Valhalla, NY 10595

(hereinafter referred to as the “Corporation”)

**WITNESSETH:**

**WHEREAS**, the County, through its Office for Women (“OFW”), desires to provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County; and

**WHEREAS**, on November 16, 2021, OFW issued a Request for Proposals (the “RFP”) to solicit qualified agencies to perform such services for the County; and

**WHEREAS**, the Corporation submitted a proposal in response to the RFP (the “Proposal”) and, after evaluation thereof, was selected by OFW to provide said services for the County; and

**WHEREAS**, the Corporation desires to provide such services to the County through its Sexual Assault, Abuse and Victims Empowerment (“SAAVE”) Program for the compensation and on the terms herein provided; and

**WHEREAS**, on \_\_\_\_\_, 2022 the Westchester County Board of Legislators adopted Act No. \_\_\_\_\_-2022 authorizing the County to enter into an agreement with the Corporation for the above mentioned services; and

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

**FIRST**: The Corporation shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County, as more particularly described in 1) the County's RFP, portions of which are attached hereto and made a part hereof as Schedule "A", and all of which is incorporated herein by reference; and 2) the Corporation's Proposal under cover of letter dated December 14, 2021, portions of which are attached hereto and made a part hereof as Schedule "A-1" and all of which is incorporated herein by reference (hereinafter collectively the "Services").

In the event of any conflict between the terms of this Agreement and the terms contained in the RFP or the Proposal, the following order of precedence shall apply with regard to determining the intent and meaning of the parties:

- 1) This Agreement
- 2) The County's RFP
- 3) The Corporation's Proposal

**SECOND**: For the Services rendered pursuant to Paragraph "FIRST," the Corporation shall be paid a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) Dollars, payable in accordance with the budget set forth in Schedule "B", which is attached hereto and made a part hereof. The funding amount per year will not exceed One Hundred Thousand (\$100,000.00) Dollars. Notwithstanding anything contained in this Agreement to the contrary, the County will only pay the Corporation for Services actually rendered, in accordance with the budget set forth in Schedule "B".

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 quarterly basis not later than the 15<sup>th</sup> day of the month following the quarter in which the Services were performed by the Corporation and paid only after approval by the Director of the Office for Women (the "Director") or her designee, 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 Director.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during the 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. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds

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

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

**THIRD:** This Agreement shall commence on January 1, 2022 (the “Commencement Date”) and shall expire on December 31, 2024, unless terminated sooner as provided for herein.

**FOURTH:** The Corporation shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**FIFTH:** (a) The County, upon ten (10) days’ notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Corporation shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date in accordance with the budget set forth in Schedule “B”, which budget shall be *prorated* to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Corporation shall stop Services immediately and incur no further costs in furtherance of this Agreement without

the express approval of the Director, and the Corporation shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Corporation prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Services rendered by the Corporation. The Corporation 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 Corporation of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Corporation of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Corporation. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation 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.

**SIXTH:** To the extent allowed by law and consistent with Westchester Medical Center's policy, the County shall be entitled to copies of all records compiled by the Corporation in completing the Services described in this Agreement, including but not limited to written reports, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data.

**SEVENTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Services performed by a sub-contractor shall be deemed Services performed by the Corporation.

**EIGHTH:** The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

**NINTH:** The Corporation expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

**TENTH:** The Corporation 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 Corporation shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Corporation or third parties under the direction or control of the Corporation.

The County shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

**ELEVENTH:** 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:

Office for Women  
112 East Post Road, Room 110B  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Corporation:

Kara Bennorth  
Executive Vice President & Chief Administrative Officer  
WMCHHealth  
100 Woods Road  
Valhalla, New York, 10595

with a copy to:

Office of Legal Affairs  
Westchester County Health Care Corporation  
Taylor Pavilion, C-2  
100 Woods Road  
Valhalla, New York 10595

**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 Women or Persons of Color. The Corporation agrees to complete the questionnaire attached hereto as Schedule “D,” as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Corporation 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, the Corporation agrees to notify County in writing within ten (10) business days of such event.

**THIRTEENTH:** 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.

**FOURTEENTH**: In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

**FIFTEENTH**: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Office of General Counsel to the Corporation.

**SIXTEENTH**: 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.

**SEVENTEENTH**: 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, and in furtherance of Article 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans", attached hereto as Schedule "F", as part of this Agreement.

**EIGHTEENTH** VENDOR DIRECT PAYMENT: All payments made by the County to the Contractor will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Contractor 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.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kenneth W. Jenkins  
Acting County Executive

**WESTCHESTER COUNTY HEALTH  
CARE CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_\_-2022 on the \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition and Contract on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

Approved:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
S:\PG\CXX\OFWAWCHCC 2022-2024 SAAVE Program Agmt

**ACKNOWLEDGMENT**

STATE OF NEW YORK        )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Person executing agreement)

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

was, at the time of execution

\_\_\_\_\_  
(Title of such person)

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

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

COUNTY OF )

ss.

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”**

The Corporation will provide free culturally-competent bilingual (English/Spanish) services for victims of sexual assault residing or receiving treatment in Westchester County including, but not limited to: a bilingual (English/Spanish), multicultural 24/7 hotline; use of Language Line or other translation service where required; short-term counseling provided by crisis counselor advocates; accompaniment to appropriate resources including police stations, hospitals and other providers; comprehensive outreach; education; follow-up; and other related services, as needed.

The individuals to whom the successful proposer will provide services will come through referral from medical facilities, social service agencies, community organizations, court assistance programs, law enforcement, recommendations, and self-referral. If, in the course of providing these services, the successful proposer finds that a client or prospective client should be referred for ancillary services to support that individual's autonomy, the successful proposer shall refer clients accordingly and keep up-to-date information on available resources. In addition, the successful proposer must be, or will be by the start of the anticipated term specified in Section II(C) of the RFP, credentialed to accompany sexual assault victims to Westchester Medical Center and/or other facilities that require pre-credentialing.

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**SCHEDULE “A-1”**

*(Corporation's Proposal here)*

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**SCHEDULE “B”**

<b>Westchester County Health Care Corporation</b>				
<b>Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program</b>				
<b>1/1/2022 - 12/31/2022</b>				
<b>Personnel</b>				
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>2022 Budget</b>
Alvarez, Yocasta	Advocate	66,244	25.00%	16,561.00
Couzens, Karen	Advocate	58,091	25.00%	14,522.75
Sandberg, Alicia	Director	179,284	15.00%	26,892.60
Schatzle, Suzanne	Advocate	72,100	25.00%	18,025.00
<b>Subtotal Salaries</b>				<b>76,001.35</b>
<b>Subtotal Fringe (@ 26.75%)</b>				<b>20,330.36</b>
<b>Total Personnel</b>				<b>96,331.71</b>
<b>OTPS (Other than Personnel Services)</b>				
Equipment				
Supplies				2,023.33
Rent				
Utilities				
Telecommunications (\$137.08/month x 12 months)				1,644.96
Maintenance				
Travel				
Miscellaneous				
<b>Total OTPS</b>				<b>3,668.29</b>
<b>Total Budget</b>				<b>100,000.00</b>

Westchester County Health Care Corporation				
Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program				
1/1/2023 - 12/31/2023				
<b>Personnel</b>				
				<b>2023</b>
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>Budget</b>
Alvarez, Yocasta	Advocate	68,231	25.00%	17,057.75
Couzens, Karen	Advocate	59,834	23.00%	13,761.82
Sandberg, Alicia	Director	184,663	15.00%	27,699.45
Schatzle, Suzanne	Advocate	74,263	25.00%	18,565.75
Subtotal Salaries				77,084.77
Subtotal Fringe (@ 26.79%)				20,651.01
<b>Total Personnel</b>				<b>97,735.78</b>
<b>OTPS (Other than Personnel Services)</b>				
Equipment				
Supplies				619.26
Rent				
Utilities				
Telecommunications (\$137.08/month x 12 months)				1,644.96
Maintenance				
Travel				
Miscellaneous				
<b>Total OTPS</b>				<b>2,264.22</b>
<b>Total Budget</b>				<b>100,000.00</b>



Westchester County Health Care Corporation				
Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program				
1/1/2024 - 12/31/2024				
<b>Personnel</b>				
				<b>2024</b>
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>Budget</b>
Alvarez, Yocasta	Advocate	70,278	25.00%	17,569.50
Couzens, Karen	Advocate	61,629	20.00%	12,325.80
Sandberg, Alicia	Director	190,203	15.00%	28,530.45
Schatzle, Suzanne	Advocate	76,491	25.00%	19,122.75
Subtotal Salaries				77,548.50
Subtotal Fringe (@ 26.71%)				20,713.20
<b>Total Personnel</b>				<b>98,261.70</b>
<b>OTPS (Other than Personnel Services)</b>				
Equipment				
Supplies				93.34
Rent				
Utilities				
Telecommunications (\$137.08/month x 12 months)				1,644.96
Maintenance				
Travel				
Miscellaneous				
<b>Total OTPS</b>				<b>1,738.30</b>
<b>Total Budget</b>				<b>100,000.00</b>

## 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.

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## 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"**

Contract #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**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**<sup>1</sup> 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.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> "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"**  
**For Informational Purposes Only**  
**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES**  
**OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

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, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

*If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.*

Name of Firm/Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name/Title of Person completing Questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF )

) ss.:

\_\_\_\_\_  
Notary Public

Date:



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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”), acting by and through its Office for Women, to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

Your Committee has been advised that in 2013, WCHCC established the FACT Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical services to all children/adolescents presenting with concerns for acute sexual abuse or assault. Your Committee has further been advised that the FACT Program experienced an increase in adult patients since its inception and that by the end of September 2014 patients over the age of 18 had increased by 44%. Therefore, in 2015, WCHCC expanded its FACT Program to include adult patients. Between 2016 and 2018, nearly 750 patients were served by the FACT Program, the majority of which were adults. During that time, WCHCC has also provided ongoing education and training to over 150 medical staff, advocates and other service providers.

The Planning Department has advised that based on its review, the proposed agreement described above 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 been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement. Pursuant to that section, said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: September 12<sup>th</sup>, 2022

White Plains, New York

*[Handwritten signatures in black and blue ink]*  
 Coln *[Signature]*  
 David J. Tubish  
 David Parkin  
 Coln Parker  
 Mawyer *[Signature]*  
 L. N. M.  
 Henry Zille *[Signature]*

COMMITTEE ON

S/Con/JPG/CXX/OFW/WCHCC 2022-2024 FACT

*[Handwritten signatures in black and blue ink]*  
 221  
 Coln *[Signature]*  
 David Parkin  
 Mawyer *[Signature]*  
 Henry Zille *[Signature]*

*[Handwritten signatures in black and blue ink]*  
 Margaret A. Cyo  
 Sgt *[Signature]*  
 Lt. *[Signature]*  
 Coln Parker  
 Mawyer *[Signature]*  
 Henry Zille *[Signature]*

*[Handwritten signature in blue ink]*  
 L. N. M.

Budget &  
Appropriations

Health

Human Services,  
Human Rights  
&  
Equity

Dated: September 12, 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  
COMMITTEE**

*Mary Jane Shimsky*  
*Catherine By*

**HEALTH  
COMMITTEE**

*Mary Jane Shimsky*  
*Catherine By*

**HUMAN SERVICES, HUMAN  
RIGHTS & EQUITY COMMITTEE**

*Catherine By*

# FISCAL IMPACT STATEMENT

SUBJECT: FACT Program

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 107,525

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101 11 0900 4380

Potential Related Operating Budget Expenses: Annual Amount \$107,525.00

Describe: 2022 not-to-exceed amount to operate the Forensic Acute Care Team (FACT)  
Program

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: \_\_\_\_\_

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

Current Year: \$0.00

Next Four Years: \$215,050.00

2023-2024 not-to-exceed amount to operate the FACT Program (\$107,525 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: June 16, 2022

8/10  
Reviewed By: 

Budget Director

Date: 6/23/22

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 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

**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 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

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

**§3.** This Act shall take effect immediately.

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 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, C-2, 100 Woods Road, Valhalla, NY 10595

(hereinafter referred to as the “Corporation”)

**WITNESSETH:**

**WHEREAS**, in 2013, the Corporation established the Forensic Acute Care Team (“FACT”) Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical care for all children/adolescents presenting with concerns for acute sexual abuse or assault; and

**WHEREAS**, in 2015, the Corporation expanded its FACT Program to cover an increased volume of patients in the adult Department of Health Sexual Assault protocol at the Valhalla Campus of Westchester Medical Center; and

**WHEREAS**, the County has engaged the Corporation to provide certain forensic medical services as more fully described in Schedule “A” which is attached hereto and made a part hereof; and

**WHEREAS**, the County desires to enter into an Agreement with the Corporation to provide forensic medical care to children/adolescents and adults through its FACT Program; and

**WHEREAS**, the Corporation desires to provide such services to the County for the compensation and on the terms herein provided; and

**WHEREAS**, on [ ] the Westchester County Board of Legislators adopted Act No. [ ]-2022 authorizing the County to enter into an agreement with the Corporation for the above mentioned services; and

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

**FIRST**: The Corporation shall provide the services (“Work”) described in Schedule “A” which is attached hereto and made a part hereof.

**SECOND**: For the services rendered pursuant to Paragraph “FIRST,” the Corporation shall be paid a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00), payable quarterly, in the manner and at the rates set forth in Schedule “B.” The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

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 quarterly basis not later than the 15<sup>th</sup> day of the month following the quarter in which the Work was performed by the Corporation and paid only after approval by the Director of the Office for Women (the “Director”) or her designee, 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 Director.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during the 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. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the



Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

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

**THIRD:** This Agreement shall commence on January 1, 2022 (the “Commencement Date”) and shall expire on December 31, 2024, unless terminated sooner as provided for herein.

**FOURTH:** The Corporation shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**FIFTH:** (a) The County, upon ten (10) days’ notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Corporation 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 Corporation shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Corporation 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 Corporation prior to the date of termination, it is understood and agreed that the Director shall determine the

value of such Work rendered by the Corporation. The Corporation 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 Corporation of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Corporation 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 Corporation. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation 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.

**SIXTH:** To the extent allowed by law and consistent with Westchester Medical Center's policy, 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, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data.

**SEVENTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All 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:** The Corporation expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual

orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

**TENTH**: The Corporation 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 Corporation shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Corporation or third parties under the direction or control of the Corporation.

The County shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

**ELEVENTH**: 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:

Office for Women  
112 East Post Road, Room 110B  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

To the Corporation:

Kara Bennorth  
Executive Vice President & Chief Administrative Officer  
WMCHHealth  
100 Woods Road  
Valhalla, New York, 10595

with a copy to:

Office of Legal Affairs  
Westchester County Health Care Corporation  
Taylor Pavilion, C-2  
100 Woods Road  
Valhalla, New York 10595

**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 Women or Persons of Color. The Corporation agrees to complete the questionnaire attached hereto as Schedule “D,” as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Corporation 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, the Corporation agrees to notify County in writing within ten (10) business days of such event.

**THIRTEENTH:** 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.

**FOURTEENTH:** In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

**FIFTEENTH:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Office of General Counsel to the Corporation.

**SIXTEENTH:** 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.

**SEVENTEENTH:** 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, and in furtherance of Article 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans", attached hereto as Schedule "F", as part of this Agreement.

**EIGHTEENTH:** **VENDOR DIRECT PAYMENT:** All payments made by the County to the Contractor will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Contractor 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.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kenneth W. Jenkins  
Acting County Executive

**WESTCHESTER COUNTY HEALTH  
CARE CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_-2022 on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition and Contract on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
S:\Con\JPG\CXX\OFW\WCHCC FACT 2022-24

**ACKNOWLEDGMENT**

STATE OF NEW YORK            )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Person executing agreement)

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

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

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

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )  
COUNTY OF ) ss.:

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”**  
**PROGRAM DESCRIPTION**

The Corporation shall operate its Forensic Acute Care Team (“FACT”) Program and provide services to children/adolescents and adults at the Valhalla Campus of Westchester Medical Center (“WMC”).

The Corporation shall provide state-of-the-art, patient-centered forensic medical care to patients presenting with concerns for sexual abuse/assault who reside in Westchester County, or report assault/abuse that occurred within Westchester County.

Such services include:

- Responding within one hour to Westchester Medical Center
- Conducting those elements of the forensic medical assessment that the patient opts to have, including:
  - obtaining medical history and brief history of the assault and type(s) of contact (for the purposes of diagnosis and treatment)
  - evidence collection
  - colposcopic and/or photo documentation of external genitalia when applicable
  - photo documentation of non-genital skin findings
  - completion of required documentation
  - completion of the Forensic Rape Examination (FRE) form
  - discussion of prophylactic medications with Attending Physician Facilitating age and situation appropriate follow up plans

The Corporation will also provide consultation and testimony when applicable for the Westchester County District Attorney’s Office for cases involving criminal activities reported to have occurred in Westchester County whereby there was either no forensic assessment, or the patient/victim had services elsewhere.

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE “B”**  
**SCOPE OF SERVICES AND APPROVED BUDGET**

The Corporation shall respond to 100% of patients presenting to WMC with concerns for sexual abuse and/or sexual assault in accordance with the standards described in SCHEDULE “A.” It is anticipated that 250 patients will be served on an annual basis during the contract term.

The Corporation shall provide trainings to four hospitals on methods for patient transfer to WMC, when appropriate, on an annual basis during the contract term.

The Corporation shall provide the aforementioned services through a physician coordinator, a nurse coordinator and on-call providers (identified in the budget below).

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2022 - 12/31/2022			
Personnel			2022
Name	Position		Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
<b>Subtotal Salaries</b>			<b>\$107,525.00</b>
<b>Subtotal Fringe</b>			<b>\$0.00</b>
<b>Total Personnel</b>			<b>\$107,525.00</b>
<b>OTPS (Other than Personnel Services)</b>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
<b>Total OTPS</b>			<b>-</b>
<b>Total Consulting Services</b>			<b>-</b>
<b>Total Budget</b>			<b>\$107,525.00</b>

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2023 - 12/31/2023			
Personnel			2023
Name	Position		Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
<b>Subtotal Salaries</b>			<b>\$107,525.00</b>
<b>Subtotal Fringe</b>			<b>\$0.00</b>
<b>Total Personnel</b>			<b>\$107,525.00</b>
<b>OTPS (Other than Personnel Services)</b>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
<b>Total OTPS</b>			<b>-</b>
<b>Total Consulting Services</b>			<b>-</b>
<b>Total Budget</b>			<b>\$107,525.00</b>

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2024 - 12/31/2024			
Personnel			2024
Name	Position		Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
<b>Subtotal Salaries</b>			<b>\$107,525.00</b>
<b>Subtotal Fringe</b>			<b>\$0.00</b>
<b>Total Personnel</b>			<b>\$107,525.00</b>
<b>OTPS (Other than Personnel Services)</b>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
<b>Total OTPS</b>			<b>-</b>
<b>Total Consulting Services</b>			<b>-</b>
<b>Total Budget</b>			<b>\$107,525.00</b>

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Consultant)**

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant 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 Consultant'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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Consultant 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.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::

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

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

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

- 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) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant 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 Consultant.

DRAFT



## 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"**

Contract #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**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**<sup>1</sup> 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.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> "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"**  
**For Informational Purposes Only**  
**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES**  
**OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

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, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

*If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.*

Name of Firm/Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name/Title of Person completing Questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
Date:

George Latimer  
County Executive

June 28, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation which, if adopted, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of Mount Pleasant (the "Town") whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes. The Virginia Road Ballfield is approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (the "Property").

Since 2007, the Town has used the Property solely for municipal recreation purposes and has kept the Property open to all County residents. The Town's most recent IMA with the County to operate and maintain the Property expired on March 31, 2022. The term of the new IMA will be for a period of five (5) years commencing retroactively on April 1, 2022 and terminating on March 31, 2027. The Town will continue to utilize the Property as a municipal recreation facility for the benefit of all County residents and pursuant to the terms of the IMA, the Town shall agree to defend and indemnify the County against any claims arising out of the IMA. The Town shall pay the County an annual license fee of \$200, with maintenance and supervision of the Property to be the sole responsibility of the Town.

As you are aware, your Honorable Board is required to make a determination of environmental significance as required by the State Environmental Quality Review Act. The Department of Planning has advised that, based on its review, this action is classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQRA"). Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Office of the County Executive

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

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

[westchestergov.com](http://westchestergov.com)

The proposed agreement with the Town will enable the use of an important recreational asset of the County and will benefit both the residents of the Town and the County as a whole. Therefore, I urge your Honorable Board's approval of the attached legislation.

Very truly yours,

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

George Latimer  
County Executive

GL/KMO/jpi  
Enclosures

## **HONORABLE BOARD OF LEGISLATORS**

### **THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive which, if adopted, would authorize the County of Westchester (the “County”) to enter into an intermunicipal agreement (“IMA”) with the Town of Mount Pleasant (the “Town”) whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes. The Virginia Road Ballfield is approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (the “Property”).

Since 2007 the Town has used the Property solely for municipal recreation purposes and has kept the Property open to all County residents. The Town’s most recent IMA with the County to operate and maintain the Property expired on March 31, 2022. The term of the new IMA will be for a period of five (5) years commencing retroactively on April 1, 2022 and terminating on March 31, 2027. The Town will continue to utilize the Property as a municipal recreation facility for the benefit of all County residents and pursuant to the terms of the IMA, the Town shall agree to defend and indemnify the County against any claims arising out of the IMA. The Town shall pay the County an annual license fee of \$200, with maintenance and supervision of the Property to be the sole responsibility of the Town.

The Planning Department has advised that, based on its review, this is a “Type II” action under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee has reviewed the annexed SEQRA documentation prepared by the Planning Department and concurs with this conclusion.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

The proposed agreement with the Town will enable the use of an important recreational asset of the County and will benefit both the residents of the Town and the County as a whole. Therefore, your Committee recommends adoption of the annexed Act.

Dated: \_\_\_\_\_, 2022  
White Plains, New York

COMMITTEE ON

c/jpi:6.16.22



## FISCAL IMPACT STATEMENT

**SUBJECT: Virginia Road Ballfield**

☐ 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

<b>Total Current Year Expense</b>	<b>\$</b>	<b>-</b>
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<b>Total Current Year Revenue</b>	<b>\$</b>	<b>200</b>
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**Source of Funds (check one):** ☐ Current Appropriations ☐ Transfer of Existing Appropriations

### ☐ Additional Appropriations

☒ Other (explain)

**Identify Accounts:** Revenue - 165-42-1100-1000-9542-PKDS

[illegible]

**Describe:** \_\_\_\_\_

<b>Potential Related Operating Budget Revenues:</b>	<b>Annual Amount</b>	<b>\$200</b>
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**Describe:** IMA with the Town of Mt. Pleasant for the operation and  
maintenance of the Virginia Road Ballfield from 4/1/2022 - 3/31/2027.

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

**Current Year:** Revenue 2022 - \$200

**Next Four Years: Revenue 2023 - \$200**

Revenue - 2024 - \$200

Revenue - 2025 - \$200

Revenue 2026 - \$200

**Prepared by:** Neil Squillante

**Title:** Deputy Commissioner

**Department:** Parks Department

Date: June 22, 2022

Reviewed By: 

**Budget Director**

Date: 6/23/22

TO: John Paul Iannace, Senior County Attorney  
Department of Law

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



DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LICENSE  
AGREEMENT WITH TOWN OF MOUNT PLEASANT FOR  
VIRGINIA ROAD BALLFIELD**

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**PROJECT/ACTION:** A 5-year license agreement that would permit the Town of Mount Pleasant to continue to operate and maintain an approximately 1.5-acre site located on the County's Bronx River Parkway Reservation, known as Virginia Road Ballfield, for municipal recreational purposes from April 1, 2022 to March 31, 2027. The Town has been managing this ballfield since 2007, pursuant to a 15-year license agreement that expired on March 31, 2022.

**With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:**

- ☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(32):**  
license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
John Condon, Department of Parks, Recreation & Conservation  
Norma Drummond, Commissioner  
Claudia Maxwell, Associate Environmental Planner

**ACT NO. \_\_\_\_ - 2022**

An Act authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Pleasant whereby the Town shall operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes.

4

**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 intermunicipal agreement (“IMA”) with the Town of Mount Pleasant (the “Town”) whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes, which property comprises approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps.

**§2.** The term of the IMA shall be for five (5) years commencing on April 1, 2022 and expiring on March 31, 2027. The Town shall use the Virginia Road Ballfield as a municipal recreation facility for the benefit of all County residents, at an annual license fee of \$200 and with maintenance and supervision to be the sole responsibility of the Town.

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

**§5.** This Act shall take effect immediately.

**INTERMUNICIPAL LICENSE AGREEMENT** made this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022 by and between:

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

and

**TOWN OF MT. PLEASANT**, a municipal corporation of the State of New York, having an office at Town Hall Plaza, Valhalla, New York 10504 (hereinafter referred to as the “Licensee”).

**W I T N E S S E T H:**

**WHEREAS**, the County, acting through the Commissioner of Parks, Recreation and Conservation (the “Commissioner”) desires to grant a license the Licensee to enter onto, to operate and maintain the property known as the “Virginia Road Ballfield”; and

**WHEREAS**, the Licensee desires to accept the License upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. The County hereby licenses to the Licensee and the Licensee hereby licenses from the County the land as consisting of a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (hereinafter “Licensed Premises”) as detailed in the area outlined in red on the drawing attached hereto and made a part hereof as Schedule “A”. The Licensee accepts the Licensed Premises “as is” in their present

condition. The Licensed Premises shall be used and operated by the Licensee solely and exclusively for municipal recreation purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be used, operated and maintained by the Licensee solely and exclusively as and for municipal recreational purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be open for the use and benefit of all County residents.

2. The term of this License shall be for five (5) years commencing on April 1, 2022 and terminating on March 31, 2027, unless terminated sooner as hereinafter provided.

3. The Licensee shall pay to the County for the term of this License an annual license fee of Two Hundred (\$200.00) Dollars on the commencement date of this License and on each anniversary date thereof at the address herein provided.

While the Licensed Premises are presently exempt from real property taxes and other special assessments under the Real Property Tax Law, in the event that such law is changed, or in the event that the Licensed Premises become subject to taxation under the cited or any other federal, state or local law, the Licensee, as additional rental, shall pay and discharge (when due and payable) any and all real estate taxes, assessments, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and all other such charges, taxes, assessments, rents license fees, levies and sums of every kind, nature and description, which may become and payable with respect to the licensed premises during the licensed term.

4. The Licensee shall not assign this License or sublet the Licensed Premises or any part thereof without the prior written consent of the County. However, no assignment of rights or delegation of any duties, in whole or part, shall relieve the Licensee of any of its obligations hereunder.

5. The Licensee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department of Parks, Recreation and Conservation and of all their departments and bureaus applicable to the said premises for the prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises, and shall also comply with all sanitary rules and regulations of the State and County Health Departments.

6. The Licensee shall not sell, offer for sale nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Demised Premises or charge a fee for parking without the prior written consent of the Commissioner.

7. The Licensee shall not charge, impose or collect any fees for entrance into or for use of the Licensed Premises without the prior written consent of the Commissioner.

8. The Licensee shall not erect nor allow the erection of any structures of any kind or any advertising signs in or on the Licensed Premises, nor perform nor allow to be performed any improvement, change or alteration to the Licensed Premises, without obtaining the prior written approval of the Commissioner. Title to any approved alterations, improvements or fixtures shall immediately, upon installation, vest in the County.

9. The County, continuously throughout the term of this License, shall cause the Licensed Premises to be policed, including police patrols and investigation of all offenses or crimes committed or attempted within the Licensed Premises.

10. The Licensee, at its sole cost and expense, shall maintain, operate and properly supervise the Licensed Premises, it being understood and agreed that such maintenance, operation and supervision shall be performed by the Licensee to the complete satisfaction of and as directed by the Commissioner.

11. The Licensee agrees that the County, its officers, employees or agents, shall have the right to enter into and upon the Licensed Premises, or any part thereof, at any and all times for any and all purposes, including but not limited to performance of work, the installation of signage or for any other reason.

12. In the event that the County desires to enter upon the premises herein for the purpose of construction or park purposes, or in the event that said premises are conveyed to the People of the State of New York, or sold to a bona fide purchaser, this License shall be terminated and become null and void upon thirty (30) days written notice to the Licensee, which shall vacate said premises no later than the effective termination date. In the event of such termination the County shall have no liability to the Licensee whatsoever.

13. The Licensee shall keep the grass on the Licensed Premises mowed and in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner satisfactory to the Commissioner. The Licensee shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required. Notwithstanding anything to the contrary contained in the foregoing and in addition to the foregoing, Licensee shall further comply with and perform the park maintenance requirements as set forth in Schedule "B" which is attached hereto and made a part of.

14. 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.

**DRAFT**

To the County:

Commissioner  
Department of Parks, Recreation and Conservation  
450 Saw Mill River Road  
Ardsley, New York 10502

with a copy to:

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

To the Licensee:

Town Supervisor  
Town of Mt. Pleasant  
Town Hall Plaza  
Valhalla, New York 10595

15. In addition to, and not in limitation of, the insurance requirements contained in Schedule "C" entitled "Insurance Provisions", attached hereto and made a part hereof, the Licensee agrees:

The Licensee 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 Licensee 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 Licensee 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 Licensee or third parties under the direction or control of the Licensee; 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 Licensee 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 Licensee 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.

16. It is expressly understood that no building, structure, equipment or space is leased to the Licensee and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall continue to comply with each and every term and condition of this License.

17. The Licensee shall surrender possession of the Licensed Premises to the County at the expiration of the License in good condition, normal wear and tear excepted.

18. 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.

19. In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon ten (10) days notice to the Licensee; provided, however, that the Licensee may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period, by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. Upon a second default by the Licensee, the County, at its option and in addition to any other remedy it may have to seek damage, judicial enforcement or any other lawful remedy, may terminate this License upon written notice to the Licensee, such notice to be effective immediately upon delivery thereon.

20. The Licensee 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 these terms may be defined in Chapter 700 of the Laws of Westchester County.

21. The County may, at its option, audit and examine all relevant books, records, documents or electronic data of the Licensee that are reasonably pertinent to this Agreement and the Licensee's use and operation of the Licensed Premises.

22. At least once annually, during the term of this Agreement, the Licensee shall provide a written report to the County regarding the Licensee's use of the Licensed Premises that shall include, at minimum, all reservations and uses of the Licensed Premises over and above the Licensee's own use.

23. 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.

24. It is expressly understood and agreed by and between the parties hereto that all covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the County and not of any member, officer or employee of 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 County or any natural person executing this Agreement on behalf of the County.

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

26. 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.

27. This License shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

28. This License shall be construed and enforced in accordance with the laws of the State of New York.

**[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].**

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kathleen M. O'Connor  
Commissioner of Parks,  
Recreation & Conservation

**TOWN OF MT. PLEASANT**

By: \_\_\_\_\_  
Carl Fugenzi  
Town Supervisor

Authorized by Act No. \_\_\_\_\_-2022 of the Westchester County Board of Legislators,  
adopted on \_\_\_\_\_.

Approved by the Town Board of Mt. Pleasant at a meeting held on the \_\_\_\_\_ day of  
, 2022.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester

*S:/lannace/PRC/Mt.Pleasant.Virginia.Road.Ballfield.IMA.5.23.22*

DRAFT

**MUNICIPALITY'S ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 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 is the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the municipal corporation described in and which executed the within instrument,  
who being by me duly sworn did depose and say that he/she executed the same in his/her  
capacity, and that by his/her signature(s) on the instrument, the municipal corporation  
executed the instrument.

\_\_\_\_\_  
Notary Public       County

CERTIFICATE OF AUTHORITY  
(Municipality)

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

\_\_\_\_\_  
(Name of Municipality)

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

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General  
Municipal Law)  
named in the foregoing agreement; that \_\_\_\_\_,  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality, and that said  
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its  
\_\_\_\_\_, thereunto duly authorized and  
(Town Board, Village Board, City Council)

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

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 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 whose name is subscribed to the above  
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity  
as \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public        County



**SCHEDULE 'A'**  
**VIRGINIA ROAD BALLFIELD**

**WESTCHESTER COUNTY**  
**DEPARTMENT OF PARKS, RECREATION AND CONSERVATION**



## **SCHEDULE "B"**

### **PARK MAINTENANCE**

The following tasks are required and shall be performed by the Town for the maintenance and operation of a safe and aesthetically pleasing park facility:

#### **Mowing**

Grass will be cut weekly from April through October. Litter must be picked up prior to cutting grass.

#### **Trimming**

String trimming of site amenities (benches, fences, goals, etc.) will occur weekly from April through October.

#### **Athletic Field Maintenance**

Playing surfaces will be level and free of ruts, trash and other related debris associated with activities of the park that take place on the field.

#### **Garbage/Litter Control**

An ample amount of garbage cans will be placed out so as to reflect usage of the facility. Litter will be picked up and garbage cans emptied as needed.

#### **Leaf Collection/ Removal**

Leaves will be removed from all turf areas and parking lots in the autumn and removed from the site.

#### **Site Amenities**

All benches, goal posts, backstops, bridges, fences, etc. will be kept in good order and repair.



### Vandalism

All acts of vandalism/graffiti will be repaired and removed in a timely manner.

### Snow Removal

Parking lots and walkways will be plowed and cleared of snow once it accumulates greater than a ½ inch. A sand/salt mixture will be spread to alleviate icing conditions on parking lots and walkways. Under no circumstances shall the dumping or storage of snow be allowed within the Licensed Premises for any reason or at any time

### Roads/Parking Lots

Roadway and parking lot surfaces will be maintained to be free of sand, gravel, leaves and potholes. Parking lot striping will be visible at all times in order to provide adequate parking spaces.

### Trees

All trees in the park will be kept in a safe and aesthetic condition. Hazardous trees be removed in a timely manner for public safety. Invasive vines and vegetation will be removed on a yearly basis as to not effect the health of the trees in the park.

## **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.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.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.

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.

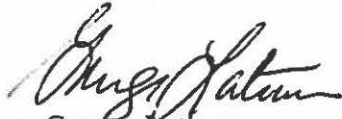
The procurement of Program is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

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 \$ 152,594

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**<sup>1</sup> 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: \_\_\_\_\_

<sup>1</sup> "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.<sup>2</sup> 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

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<sup>2</sup> 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 Officer<sup>3</sup>. 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.

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<sup>3</sup> 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.

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*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

September 7, 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 to amend the current-year capital budget ("Capital Budget Amendment") as well as a related bond act ("Bond Act,") which, if adopted, would authorize the County of Westchester ("County") add a new capital project, RWW05 – Willson's Woods Pool Improvements ("RWW05"), and to issue up to \$7,000,000 in bonds of the County to finance RWW05.

The proposed Capital Budget Amendment will amend the County's current-year capital budget to add an appropriation for RWW05 in the amount of \$7,000,000. The Department of Parks, Recreation and Conservation ("Department") has advised that during preparation for the 2022 swimming season, structural fractures in the pool base were discovered. Following an investigation, it was determined that the pool is compromised and will require extensive repairs.

The Bond Act, in the amount of \$7,000,000, would finance the cost of the construction of improvements to the County's Willson's Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system.

The Department has further advised financing is required for the pool to re-open for the 2023 season. County pools are a public service and resource for residents during the hot summer months. Willson's Woods serves the population of Mount Vernon and the surrounding area and is open to all Westchester residents.

Following bonding authorization, design will be scheduled and is anticipated to take three months to complete. It is anticipated that design will be completed using consultants. It is estimated that construction will take six months to complete and will begin after award and execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

Office of the County Executive

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

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

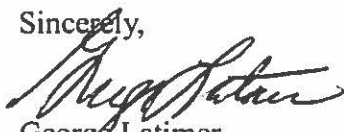
westchestergov.com

The Planning Department has advised that based on its review, RWW05 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.

Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Board report for RWW05 will be transmitted under separate cover.

Based on the importance of this capital project to the County, favorable action on the annexed proposed Acts is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written over the printed name.

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 an act, which, if adopted, will amend the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (“Bond Act”) in the amount of \$7,000,000 prepared by the law firm Hawkins, Delafield & Wood, to add and finance a new capital project; RWW05 – Willson’s Woods Pool Improvements (“RWW05”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s current-year capital budget to add an appropriation for RWW05 in the amount of \$7,000,000. The Department of Parks, Recreation and Conservation (“Department”) has advised your Committee that during preparation for the 2022 swimming season, structural fractures in the pool base were discovered. Following an investigation, it was determined that the pool is compromised and will require extensive repairs.

The Bond Act, in the amount of \$7,000,000, would finance the cost of the construction of improvements to the County’s Willson’s Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system.

The Department has further advised financing is required for the pool to re-open for the 2023 season. County pools are a public service and resource for residents during the hot summer months. Willson’s Woods serves the population of Mount Vernon and the surrounding area and is open to all Westchester residents.

Following bonding authorization, design will be scheduled and is anticipated to take three months to complete. It is anticipated that design will be completed using consultants. It is estimated that construction will take six months to complete and will begin after award and



execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

The Planning Department has advised your Committee that based on its review, RWW05 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.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County’s Capital Budget, as well as to adopt the related Bond Act. 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. The Planning Board report for RWW05 will be transmitted under separate cover.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment. It should also 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**

s: MG 8-15-22

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RWW05

☐ 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 \$ 7,000,000 PPU 15 Anticipated Interest Rate 2.80%

Anticipated Annual Cost (Principal and Interest): \$ 571,641

Total Debt Service (Annual Cost x Term): \$ 8,574,615

Finance Department: Interest rates from August 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): N/A

Potential Related Revenues (Annual): N/A

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: 76

## SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation


Date: 8/25/22

Reviewed By: 

Budget Director

Date: 8/26/22

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

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

DATE: August 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
RWW05 WILLSON'S WOODS POOL IMPROVEMENTS**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 08-15-2022 (Unique ID: 1995)

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.

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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Peter Tartaglia, First Deputy Commissioner, Dept. of Parks, Recreation and Conservation  
Lorraine Marzola, Associate Budget Director  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

An Act amending the 2022 County  
Capital Budget Appropriations for  
Capital Project RWW05 - Willson's  
Woods Pool Improvements

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	\$0	\$7,000,000	\$7,000,000

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	\$0	\$7,000,000	\$7,000,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$0	\$7,000,000	\$7,000,000

Section 3. The ACT shall take effect immediately.

ACT NO. -20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WILLSON'S WOODS POOL, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 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; \$7,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction of improvements to Willson's Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system, 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 \$7,000,000. The plan of financing includes the issuance of \$7,000,000 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 \$7,000,000 bonds authorized by this Act are 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 \$7,000,000. 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 \$7,000,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and

contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

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

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

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



STATE OF NEW YORK                    )  
  :   ss.:  
COUNTY OF 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 Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. \_\_\_\_\_-20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WILLSON'S WOODS POOL, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 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 construction of improvements to Willson's Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system, 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: \$7,000,000; fifteen (15) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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

<b>Project ID:*</b> RWW05	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 07-27-2022
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> WILLSON'S WOODS POOL IMPROVEMENTS	<b>Legislative District ID:</b> 13,
<b>Category*</b> RECREATION FACILITIES	<b>Department:*</b> PARKS, RECREATION & CONSERVATION	<b>CP Unique ID:</b> 1995

**Overall Project Description**

This project funds the improvements and repairs to Willson's Woods pool.

- |   |  |  |
|---|--|--|
| <input checked="" 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
<b>Gross</b>	7,000	0	0	0	0	0	0	7,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	7,000	0	0	0	0	0	0	7,000

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

**Current Bond Description:** The current request is a CBA to add \$7,000,000 to the 2022 budget in order to repair multiple ruptured pipes, multiple cracks in several areas of the pool and significant ground water accumulation in the pool. The project will also include upgrades to the UV filtration system.

**Financing Plan for Current Request:**

Non-County Shares:	\$ 0
Bonds/Notes:	7,000,000
Cash:	0
<b>Total:</b>	<b>\$ 7,000,000</b>

**SEQR Classification:**

TYPE II

**Amount Requested:**

7,000,000

**Comments:**

**Energy Efficiencies:**

N/A

**Total Financing History:**

0

**Department of Planning**  
WBB4

**Date**  
08-15-2022

**Department of Public Works**  
JZR7

**Date**  
08-15-2022

**Budget Department**  
LMY1

**Date**  
08-15-2022

**Requesting Department**  
JZR7

**Date**  
08-15-2022

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.

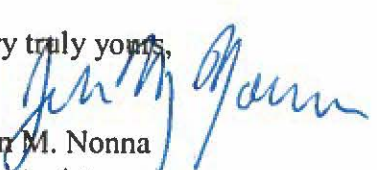
For the services rendered to the County by Sheppard Mullin, the Firm will paid at the agreed upon rates as follows: \$520.00 per hour for the services of Ira M. Schulman, Esq.; \$412.00 per hour for Sophia Cahill, Esq.; \$312.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal 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.

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.

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.

George Latimer  
County Executive

Office of the County Attorney

John M. Nonna  
County Attorney

July 28, 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 retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP ("Sheppard Mullin" or the "Firm") to provide outside counsel legal services to the County in connection with the civil matter entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

By way of background, the County has been named as a respondent/defendant in the civil matter, *Sherwani Contracting Inc. v. County of Westchester*. Sherwani Contracting Inc., ("Sherwani") as Petitioner/Plaintiff, asserts two causes of action against the County. Sherwani's first cause of action is pursuant to Article 78 of the New York Civil Practice Law and Rules, and alleges that the County wrongfully terminated a public works construction contract with it, titled "Renovations and Improvements – 2906 Old Yorktown Road, Yorktown Heights, New York, Contract No. 17-510". Sherwani's second cause of action alleges under the principles of common law that the County breached said contract. Sherwani seeks damages in both its first and second causes of action, of a sum of not less than \$1,000,000.00, and other damages to be established at a trial..

Due to the complex and specialty nature of construction law litigation, and the evaluation and analysis of damages related to such claims, it is in the best interests of the County to retain counsel qualified to handle such litigation. Sheppard Mullin is a firm that specializes in this type of litigation. Moreover, its lead attorney, Ira M. Schulman, Esq. is a nationally-recognized construction law attorney with over 37 years of experience in the field and has represented the County successfully in the past on similar matters. The Firm will be retained

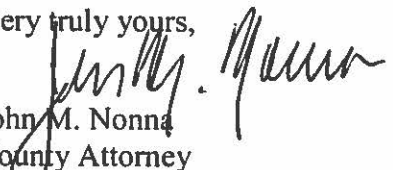
to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable to the Firm under the retainer exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

The Planning Department has advised that the proposed 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 retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) to provide outside counsel legal services in connection with the civil matter entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

The County Attorney has advised your Committee that the County has been named as a respondent/defendant in the civil matter, *Sherwani Contracting Inc. v. County of Westchester*. Sherwani Contracting Inc., (“Sherwani”) as Petitioner/Plaintiff, asserts two causes of action against the County. Sherwani’s first cause of action is pursuant to Article 78 of the New York Civil Practice Law and Rules, and alleges that the County wrongfully terminated a public works construction contract with it, titled “Renovations and Improvements – 2906 Old Yorktown Road, Yorktown Heights, New York, Contract No. 17-510”. Sherwani’s second cause of action alleges under the principles of common law that the County breached said contract. Sherwani seeks damages in both its first and second causes of action, of a sum of not less than \$1,000,000.00, and other damages to be established at a trial.

The County Attorney has further advised your Committee that due to the complex and specialty nature of construction law litigation, and the evaluation and analysis of damages related to such claims, it is in the best interests of the County to retain counsel qualified to handle such litigation. Sheppard Mullin is a firm that specializes in this type of litigation. Moreover, its lead attorney, Ira M. Schulman, Esq. is a nationally-recognized construction law attorney with over 37 years of experience in the field and has represented the County successfully in the past on similar matters. The Firm will be retained to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable to the Firm under the retainer exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

The Planning Department has advised that the proposed 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



# FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin / Sherwani

☐ 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 TBD (NTE \$100,000)

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-18-1000-4923

\$100K NTE contract payable at various hourly rates, commencing 7/25/2022- ending when concluded.

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An Act authorizing the County to retain, at County expense, the law firm of  
Sheppard, Mullin, Richter & Hampton LLP to provide outside counsel legal services in connection  
with the civil matter entitled Sherwani Contracting Inc. v. County of Westchester

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Year: \$0

Next Four Years: \$0

Prepared by: Dianne Vanadia

Title: Sr. Budget Analyst

Department: Budget

Date: July 28, 2022

Reviewed By: 

Budget Director

Date: 7/28/22

ACT NO. 2022 - \_\_\_\_\_

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*.

**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 retain, at County expense, 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 entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

**§2.** The Firm shall be retained to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

**§3.** For the aforesaid services rendered to the County by Sheppard Mullin, the County is authorized to pay the Firm at the following rates: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable by the County to the Firm exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

**§4.** 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

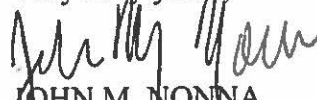
accident location as well as install specialized high visibility lighting at the crosswalk prior to this accident, but failed to do so. The County would also argue that the co-defendant driver, Gayle E. Hogue ("Hogue"), failed to obey the applicable traffic regulations requiring that she yield to pedestrians 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

August 15, 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 James Darrell Davis v. Westchester County and Leandra Eustache in the amount of \$90,000.00 inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize the settlement of the lawsuit of James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.) in the amount of \$90,000.00, inclusive of attorney's fees.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled after a lengthy mediation process, pending this Board's approval of a settlement in the amount of \$90,000.00, inclusive of attorney's fees.

Nathaniel Charny, Esq. of Charny & Wheeler, P.C., 9 West Market Street, Rhinebeck, New York, is representing the Plaintiff.

Plaintiff, who was a Grade 9 Community Work Assistant in the Taxi and Limousine Commission (the "Department") brought a federal lawsuit under the ADA against Westchester County and Leandra Eustache, the Department's Chairperson and Chief Executive Officer, in her individual capacity. Prior to his filing a federal lawsuit, Plaintiff filed a Complaint with the New York State Division of Human Rights ("NYSDHR"), in which he alleged that he was discriminated against and did not receive reasonable accommodations for his physical disabilities, alleged to include his back pain resulting from a prior automobile accident and an amputated pinky finger. The NYSDHR investigated and determined that "probable cause" existed to believe that Respondents engaged in discriminatory practices.




In his federal lawsuit, Plaintiff alleges that he did not receive a reasonable accommodation that he requested for his disabilities, that he suffered a loss of income and emotional damages, and that the County filed charges against him in retaliation for his filing a Complaint with the NYSDHR. After filing our Answer, this case was automatically referred to the Southern District of New York's mediation program because it is a counseled employment discrimination case.

After two lengthy mediation sessions and hearing the strengths and weaknesses of the parties' claims and defenses, the mediator submitted her Mediator's Proposal of \$90,000, which was accepted by both sides (subject to the Board's approval). The Plaintiff entered mediation with a settlement demand of \$650,000. In light of the claims alleged and the unlikelihood that this matter will resolve via summary judgment as there are many issues of fact, we recommend settling this action for \$90,000.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal and, in the event the Plaintiff is successful following a jury trial, the payment of Plaintiff's counsel fees. The accompanying Act will authorize settlement of the lawsuit entitled James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.) in the amount of \$90,000.00, inclusive of attorney's fees.

Very truly yours,



John M. Nonna  
County Attorney

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 James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.), in the amount of \$90,000.00.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled pending this Board's approval of a settlement in the amount of \$90,000.00, inclusive of attorney's fees, at the third and final court-mandated mediation session. Nathaniel Charny, Esq. of Charny & Wheeler, P.C., 9 West Market Street, Rhinebeck, New York, is representing the Plaintiff.

Plaintiff, who was a Grade 9 Community Work Assistant in the Taxi and Limousine Commission (the "Department") brought a federal lawsuit under the ADA against Westchester County and Leandra Eustache, the Department's Chairperson and Chief Executive Officer, in her individual capacity. Prior to his filing, he filed a Complaint with the New York State Division of Human Rights ("NYSDHR"), in which he alleged that he was discriminated against and did not receive reasonable accommodations for his physical disabilities, alleged to include his back injuries from a prior automobile accident and an amputated pinky finger. The NYSDHR investigated and determined that "probable cause" existed to believe that Respondents engaged in discriminatory practices.

In his federal lawsuit, Plaintiff alleges that he did not receive a reasonable accommodation that he requested for his disabilities and that the County filed charges against him in retaliation for his filing a Complaint with the NYSDHR. He claims that he suffered a loss of income and emotional damages as a result of the alleged discrimination. After the County filed its Answer, this case was automatically referred to the Southern District of New York's mediation program because it is a counseled employment discrimination case. After two lengthy mediation sessions and hearing the strengths and weaknesses of the parties' claims and defenses, the mediator submitted her Mediator's Proposal of \$90,000, which was accepted by both sides (subject to the Board's approval). The Plaintiff entered mediation with a settlement demand of \$650,000. In light of the claims alleged and the unlikelihood that this matter will resolve via summary judgment as there are many issues of fact, we recommend settling this action for \$90,000.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal and, in the event the Plaintiff is successful following a jury trial, the payment of Plaintiff's counsel's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.) in the amount of \$90,000.00, inclusive of attorney's fees. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York  
 , 2022

ACT NO. 2022

AN ACT authorizing the County of Westchester to settle the the lawsuit of James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.), in the amount of \$90,000.00, inclusive of attorney's fees

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

1. The County Attorney is authorized to settle the lawsuit of James Darrell Davis v. Westchester County and Leandra Eustache, 22 cv 0598 (S.D.N.Y.), in the amount of \$90,000.00, inclusive of attorney's fees.
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 purpose hereof.
3. This Act shall take effect immediately.



# FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Davis, James Darrell

☐ 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 \$ 90,000

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 0699/4350 4280/04

Potential Related Operating Budget Expenses: Annual Amount \$ N/A

Describe: Settlement of General Liability Claim ( G190130 Davis, James Darrell)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related 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: Loren Zeitler

Title: Senior Assistant County Attorney

Department: Law

Reviewed By: 

Budget Director

8/17/22

If you need more space, please attach additional sheets.