



Robert P. Astorino
County Executive

Public Utility Service Agency

Vincent C. Vesce, Chair

Timothy S. Carey, Executive Director

23034

Date: November 7, 2011

To: Honorable Members of the Board of Acquisition and Contract

From: Timothy S. Carey, Executive Director
County of Westchester Public Utility Service Agency

RE: Authority to amend an agreement with Stewart M. Glass, pursuant to which Mr. Glass was to provide consulting services to the County of Westchester Public Utility Service Agency and the County of Westchester, in order to increase the not-to-exceed amount of the agreement by \$20,000, from an amount not-to-exceed \$30,000 to a new total amount not-to-exceed \$50,000

By resolution approved on February 10, 2011, your Honorable Board authorized the County of Westchester (the "County"), acting by and through the County of Westchester Public Utility Service Agency ("COWPUSA"), to enter into a consulting agreement with Stewart M. Glass, pursuant to which Mr. Glass was to provide consulting services to COWPUSA and the County in regard to, but not limited to, the following matters: energy charges incurred or to be incurred by the County; Rate Redesign by the Power Authority of the State of New York; procurement of refunds of overcharges in electric bills and other energy charges; advice and assistance in the administration of the Municipal Distribution Agency program and administrative proceedings; and consultation and representation of COWPUSA or the County in other matters as may be requested by the Chair of COWPUSA, the members of COWPUSA's Board or its Executive Director, for the period January 1, 2011 through December 31, 2011, for an amount not-to-exceed \$30,000 (the "Agreement"). The Agreement was subsequently executed.

The County now wishes to amend the Agreement in order to increase the not-to-exceed amount of the Agreement by \$20,000, from an amount not-to-exceed \$30,000 to a new total amount not-to-exceed \$50,000.

Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

The proposed amendment will be paid in full from COWPUSA's account and will not involve an expenditure of taxpayer funds. COWPUSA's Commissioners, at a duly constituted meeting, voted to enter into and fund this agreement, subject to the approval of your Honorable Board.

The services provided pursuant to the proposed amendment will serve a public purpose by avoiding any disruption in service which could compromise the County's and COWPUSA's ability to promote sound energy policy.

The goal and objective of the proposed amendment is to help COWPUSA continue providing electricity to the County and other municipal entities in Westchester at the lowest possible cost and ensuring the continued and uninterrupted administration of the Municipal Distribution Agency program, which provides low cost power to businesses in Westchester, thereby assuring their continued operations in the County.

The goal and objective of the proposed amendment is in the best interests of the County in terms of financial responsibility as it will enable the County and other municipal entities in Westchester to receive electric service at the lowest possible cost, and ensure the proper administration of the Municipal Distribution Agency program including the processing of contracts and collection of payments.

The goal and objective of the proposed amendment will be tracked by the Chair of COWPUSA and its Executive Director.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

VV/TSC/bdm/nn

RESOLUTION

Upon a communication from the Executive Director of the County of Westchester Public Utility Service Agency, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through the County of Westchester Public Utility Service Agency (“COWPUSA”), is hereby authorized to amend an agreement with Stewart M. Glass, pursuant to which Mr. Glass was to provide consulting services to the COWPUSA and the County in regard to, but not limited to, the following matters: energy charges incurred or to be incurred by the County; Rate Redesign by the Power Authority of the State of New York; procurement of refunds of overcharges in electric bills and other energy charges; advice and assistance in the administration of the Municipal Distribution Agency program and administrative proceedings; and consultation and representation of COWPUSA or the County in other matters as may be requested by the Chair of COWPUSA, the members of COWPUSA’s board or its Executive Director, for the period January 1, 2011 through December 31, 2011, for an amount not-to-exceed \$30,000 (the “Agreement”), by increasing the not-to-exceed amount of the Agreement by \$20,000, from an amount not-to-exceed \$30,000 to a new total amount not-to-exceed \$50,000; and be it further

RESOLVED, that except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents necessary and appropriate to effectuate the purpose hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
					\$20,000.00

Budget Funding Year(s) 2011 Start Date 01/01/11 End Date 12/31/11
 (must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$20,000 Federal Aid _____

(must match resolution)

Other COWPUSA funds _____