

90207

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Honorable George Latimer
Westchester County Executive

Peter McCartt
Director, Office of Energy Conservation & Sustainability

Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

Christopher D. Steers
Director of Countywide Administrative Services
Office of the County Executive

DATE: January 11, 2022

SUBJECT: Request authority to enter into:

- 1) Power Sale Agreements with the Power Authority of the State of New York ("NYPA"), pursuant to which NYPA will deliver and sell solar energy products to the County of Westchester in connection with solar project installations at five (5) County properties, at fixed rates (per MWh), for a term of 20 years, with the County having the ability to instruct NYPA to request an extension for an additional 5 year term, subject to the approval of the solar developer (Agreement No. 22-900); and
- 2) License and Access Agreements with Sol Systems, LLC's affiliates, pursuant to which such affiliates will use rooftop space at the five (5) County properties to install, operate and maintain solar projects, for a term of 20 years, with Sol Systems, LLC having the option to renew the licenses for an additional 5 year term. (Agreement No. 22-901)

Background:

The Power Authority of the State of New York ("NYPA") has partnered with the County of Westchester, acting by and through its Office for Energy Conservation & Sustainability (the "County"), to develop and implement solar photovoltaic (PV) electric generating facilities at certain County properties, in order to reduce greenhouse gas emissions and promote job creation in Westchester County in support of New York State efforts to achieve 100 percent clean energy by 2040.

In connection with the foregoing, and simultaneously with the execution of the proposed Power Sales Agreement between NYPA and the County for the delivery and sale of energy to the County, for which approval from your Honorable Board is being requested, NYPA will enter into Solar Renewable Energy Power Purchase Agreements (“PPAs”) directly with Sol Systems, LLC’s affiliates (“**Sol**”), pursuant to which Sol will sell Energy, Renewable Attributes, Ancillary Services, and Capacity (“**Products**”) to NYPA at certain expected energy amounts shown in Schedule “A” attached to the Resolution for each County property (the expected energy amounts with respect to the first year only are listed below for reference), at the fixed rates set forth below:

SITE NAME	EXPECTED ENERGY AMOUNTS FOR THE FIRST YEAR ONLY Output (kWh)	FIXED PAYMENT RATE (\$/MWh)	TERMINATION PAYMENT RATE FOR THE FIRST YEAR ONLY
Central Maintenance Facility (DOT)	1,836,203	\$91.30	\$3,976,035.00
Alphonse J. Cerrato Bus Maintenance Facility	907,973	\$109.30	\$2,618,752.00
Parks Department	664,372	\$125.30	\$1,717,539.00
Westchester County Record Center	450,732	\$122.30	\$1,260,977.00
Richard J. Daronco Courthouse	242,439	\$118.30	\$662,481.00

Sol will, at its own cost and expense, install, operate, interconnect and maintain the solar projects according to good utility practices and the Interconnection Agreement with Consolidated Edison of New York (“ConEd”), in order to achieve energy availability levels that are reasonably comparable to similar projects in the United States. Sol will provide NYPA with information regarding the plans depicting the initial solar project(s) installation. Solar project(s) installations will include equipment and telecommunications capabilities necessary to successfully interconnect with the ConEd’s System for the delivery of the solar project’s expected energy output and to communicate with NYPA and the County’s SCADA system(s).

The PPAs will be effective on the date of execution and will continue for a period of 20 years, commencing on the date such solar projects are commercially operational (“**Initial Term**”). The PPAs may be renewed by NYPA and Sol for an additional 5 year term (“**Renewal Term**”).

During the PPA Renewal Term, either NYPA or Sol may terminate the PPAs upon 180 days’ notice to the other party. In the event NYPA terminates the PPA(s) for any reason during the Initial Term, NYPA will pay Sol a Termination Payment Rate applicable to the year the PPA terminates, as set forth in Schedule “B” attached to the Resolution for each County property

(the Termination Payment Rates with respect to the first year only are listed above for reference). In addition, should NYPA exercise its option to purchase the solar project(s) from Sol, NYPA will pay Sol an amount equal to the greater of (i) the fair market value of such solar project(s) or (ii) the Termination Payment Rate applicable at the time of such purchase. In addition, in the event NYPA defaults under the PPA, and does not cure such default within 30 days (or an additional 60 day period if such default is not feasible to be cured within said 30 day period), and provided such default is not due to the County's fault, then NYPA will pay Sol actual damages calculated as follows: (x) where Sol does not terminate the PPA, the damages will include, but are not limited to, the revenues NYPA would have received under the PPA for the remainder of the term plus revenues for lost Incentives and damages incurred related thereto, (y) where Sol terminates the PPA, NYPA will pay Sol the Termination Payment Rate applicable at the date of termination. In the event actual damages are to be paid by NYPA to Sol due to the County's fault, the County will pay the Termination Payment Rate that NYPA would otherwise be obligated to pay.

Actions Required:

1.) Authority is hereby requested from your Honorable Board for the County to enter into **Power Sale Agreements** (the "**Power Sales Agreements**," or "**PSAs**") with NYPA, pursuant to which NYPA will sell and deliver to the County the Products as well as Storage Attributes produced from each of the solar projects to be installed at the following five (5) County properties (collectively, the "**Sites**"):

- 1) Central Maintenance Facility (DOT), 475 Saw Mill River Road, Yonkers, NY;
- 2) Alphonse J. Cerrato Bus Maintenance Facility, 5 Walker Road, Valhalla Campus, Valhalla, NY;
- 3) 450 Saw Mill River Road (Parks Department), Ardsley, NY
- 4) Westchester County Record Center, 2199 Saw Mill River Road, Elmsford, NY, and
- 5) Richard J. Daronco Courthouse, 111 Dr. Martin Luther King, Jr. Boulevard, White Plains, NY;

Each Sale Agreement will be effective upon the later of (i) the date of execution and delivery of the Sales Agreement or (ii) the date of execution and delivery of the PPA (as defined above) and will continue for 20 years, until the term of the PPA expires or the PPA is earlier terminated. At the County's option, the County may instruct NYPA to renew the term of the PPA for the Renewal Term, in which event the Sales Agreements will automatically extend for the Renewal Term. NYPA will have no liability to the County in the event the term of the PPA is not renewed, except if failure to renew is caused by a breach by NYPA under the Power Sales Agreement or is due to NYPA's negligence or willful misconduct.

The County may terminate the Power Sales Agreements without cause upon 90 days' prior written notice to NYPA and payment of an amount equal to Termination Payment Rate set forth in the PPA and shown in Schedule "B" attached to the resolution (the Termination

Payment Rates with respect to the first year only are listed above for reference) and other amounts otherwise owed or arising under the Sales Agreement or the PPA.

Page 4

Pursuant to the Power Sales Agreements, the County will pay NYPA for the (i) Monthly Product Costs (the amount invoiced by solar developer to NYPA under the PPA); (ii) the Project Related Costs (costs incurred by NYPA under the PPA as well as any other costs incurred by NYPA directly attributable to the solar project, including, without limitation, administrative and general costs incurred by NYPA that have been allocated to the Project); and (iii) any other amount to be credited or paid by the County, no later than the 10th day after receipt of a monthly statement from NYPA. If payment is not timely made by the County, the County will pay a delayed payment charge for each day overdue equal to then current prime interest rate plus 2%.

The County will be required to maintain its building electric systems where the solar projects are to be located in good repair and operating condition, will reasonably cooperate with NYPA in the performance of the respective obligations under the Power Sales Agreement, will generate funds sufficient to fulfill the terms of all other agreements made by the County, including, without limitation, the Power Sales Agreements and take action and execute and deliver all documents and information reasonably necessary to enable NYPA to perform its obligations under the PPAs.

In addition, the County will assume responsibility and liability for the maintenance and operation of the Sites. The County and NYPA, will indemnify and save the other harmless from all liability and expense on account of any and all damages, claims, or actions, including property damage, injury to or death of persons arising from any act in connection with the installation, presence, maintenance and operation of the solar project or property and equipment located at each Site provided same was not caused by the sole negligence of the other party. Neither party will be liable to the other for lost profits, consequential, punitive, special, liquidated damages or incidental damages.

2.) Authority is hereby further requested from your Honorable Board for the County to enter into five (5) ***Solar Facilities Rooftop License Agreements*** ("**Licenses**") with Sol, pursuant to which the County will license building rooftop space at the Sites to Sol for the installation, operation, maintenance, replacement and removal of the solar project(s), at Sol's own cost and expense. In consideration for the License, and the purchase and installation of the solar projects by Sol at its own cost, Sol will pay the County a nominal amount of \$1.00 a month during the construction period, and an annual fee of \$12.00, payable once yearly in advance or in monthly installments. The County is prohibited from using (or allow the use of) any other portions of the roof of the buildings not licensed to Sol for any purpose, or from granting easements, licenses or sublicenses in favor of third persons for the installation or operation of telecommunications equipment, satellite dishes, antennae, building service equipment or other improvements, without Sol's prior written approval.

In addition to the rooftop space, the County grants Sol the following irrevocable licenses on, over and across the Sites for: (i) access to the Sites during business hours (Monday-Friday, 9:00 am - 5:00 pm, except holidays), except during an emergency, wherein Sol will have 24 x 7 access to the Site(s), upon at least 4 hours advance notice; (ii) temporary storage and assemblage of the solar project(s) during construction period; (iii) electrical transmission/distribution/communication lines and related equipment; and (iv) an exclusive license granting open and unobstructed access to the sun and prohibiting any obstruction to the open and unobstructed access to the sun throughout the licensed premises. The County acknowledges and agrees that the free and unobstructed flow of sunlight ("**Insolation**") is essential to the value to Sol of the license interest granted hereunder, and will not permit any interference with Insolation reaching the licensed premises, nor will the County construct or permit to be constructed any structure on the Sites that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If the County is aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the licensed premises, the County will advise Sol of such information and reasonably cooperate with Sol in measures to preserve existing levels of Insolation at the licensed premises.

The term of each of the Licenses are twenty (20) years (same as for the PPAs and the Sales Agreement), commencing on the later of (A) the date Sol provides County with written notice that it has achieved the "Conditions Precedent Milestone" (as that term is defined in the PPA) or (B) the date the County confirms in writing to Sol that the County has completed any applicable roof repair or maintenance activities required to be completed before commencement of the Construction Period, with an additional period of 120 days after the termination of the initial term or any renewal term, if applicable, to allow Sol sufficient time to decommission the solar projects. Sol has the right, at its option, to extend the term of the Licenses for an additional five (5) year term, provided it delivers a written notice to the County at least 90 days prior to the expiration of the License. The Licenses will automatically terminate upon termination of the PPAs.

The County will maintain the building and the licensed premises, including structural elements, and all building systems and the common areas, in good condition and repair. The County will perform all repairs reasonably necessary to maintain the licensed premises in a tenantable condition (and which would interfere with the operations of the solar system) during the months of October through April, so as to minimize the impact to the operation of the solar system during the peak output periods, within a reasonable period of time, unless the defect constitutes an emergency, in which case the County will cure the defect as quickly as possible after notice or awareness thereof. The County will give Sol no less than ten (10) business days' prior written

notice of any necessary repairs to the roof, except during an emergency, in which the County will give Sol as much written notice as possible under the circumstances.

Page 6

If the County defaults under the Licenses and does not cure such default within a 30 day cure period (or 90 days if the default is not feasible to be cured within said 30 days), and Sol exercises its option to terminate the License provided it does so within 90 days after Sol's discovery of such event of default (otherwise, Sol loses its right to terminate), the County will pay a Termination Payment to Sol equal to (i) the Termination Payment Rate under the PPA, except that if the PPA has been terminated upon a NYPA event of default and Sol has received the Termination Payment Rate from NYPA, then Sol will deduct such amount from the amounts otherwise owed by the County; and (ii) all other amounts previously accrued and owed to Sol under the Licenses, if any.

Sol, at its sole cost, will remove the solar project(s) from the Sites and restore the Sites to their original condition, except ordinary tear and wear and repair any damage to the electrical system. However, in the event Sol terminates the Agreement due to the County's default, breach or failure to perform under the Licenses (for example, the County's failure to maintain and/or repair the building and the building systems or provide unobstructed access to the sun or provide Sol with 24 x 7 access for an emergency, or the County's failure to promptly repair any damage to a portion of the Sites caused by fire or other casualty), in addition to the Termination Payment, the County will be required to pay the decommissioning costs and indemnify Sol in connection therewith.

It should be noted that the purchase and installation of the solar projects at the County sites are being financed by Sol and as such the proposed PPA, PSAs and Licenses are subject to the terms of such financing agreements, and such financing entity(ies) ("Financing Party") have certain lender's rights which may preempt or condition certain County rights under the agreements, including, but not limited to: (i) the right to cure a default by the County under the Licenses; (ii) the right to assign its security interest in the solar projects to a third party or to enforce its lien and acquire title to the solar projects, including take possession and operate the solar projects, or (iii) if the Financing Party's rights terminate due to Sol's default or if Sol's interest in the solar projects is foreclosed, or if the Financing Party's agreement is rejected or disaffirmed pursuant to bankruptcy law, the County shall, within 90 days from written notice, enter into a new license agreement with the Financing Party for the licensed premises, upon the same terms and conditions.

The proposed Power Sales Agreements and Licenses will serve a public purpose by reducing greenhouse gas emissions and promoting job creation in Westchester County in support of New York State efforts to achieve 100 percent clean energy by 2040.

The goals and objectives of the proposed agreements are to develop and implement solar photovoltaic (PV) electric generating facilities at the County properties, in order to reduce greenhouse gas emissions and promote job creation in Westchester County in support of New York State efforts to achieve 100 percent clean energy by 2040. The goals and objectives of the proposed agreements will be tracked and monitored by the County.

Page 7

The proposed Licenses are exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(b) thereof. Authority to exempt the proposed Sales Agreements from the requirements of the Westchester County Procurement Policy and Procedures, pursuant to Section 3(a)(xxi) thereof, have been submitted for your Board's consideration via separate resolution.

We respectfully recommend the adoption of the attached resolution.

GL/dvd/cmc
Encl.

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - RAYMOND SULLIVAN, SECRETARY

RESOLUTION

Upon a communication from the Westchester County Executive, the Director of the Office for Energy Conservation & Sustainability, the Commissioner of Public Works and Transportation, and the Director of Countywide Administrative Services, be it hereby

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into Power Sales Agreements ("Power Sales Agreements") with the Power Authority of the State of New York ("NYPA"), for a term of 20 years, pursuant to which NYPA will sell and deliver to the County Energy, Renewable Attributes, Storage Attributes, if applicable, Ancillary Services, and Capacity ("Products"), produced from each solar project to be installed at the following five (5) County properties ("Sites"):

- 1) Central Maintenance Facility (DOT), 475 Saw Mill River Road, Yonkers, NY;
- 2) Alphonse J. Cerrato Bus Maintenance Facility, 5 Walker Road, Valhalla Campus, Valhalla, NY;
- 3) 450 Saw Mill River Road (Parks Department), Ardsley, NY
- 4) Westchester County Record Center, 2199 Saw Mill River Road, Elmsford, NY, and
- 5) Richard J. Daronco Courthouse, 111 Dr. Martin Luther King, Jr. Boulevard, White Plains, NY;

RESOLVED, that in consideration for the expected energy amounts to be produced by the Sites, as set forth in Schedule "A" attached hereto (the expected energy amounts for the first year only are listed below for reference), NYPA will be paid monthly at the fixed rates set forth below:

SITE NAME	EXPECTED ENERGY AMOUNTS FOR THE FIRST YEAR ONLY Output (kWh)	PAYMENT RATE (\$/Kwh)	TERMINATION PAYMENT RATE FOR THE FIRST YEAR ONLY
Central Maintenance Facility (DOT)	1,836,203	\$91.30	\$3,976,035.00
Alphonse J. Cerrato Bus Maintenance Facility	907,973	\$109.30	\$2,618,752.00
Parks Department	664,372	\$125.30	\$1,717,539.00
Westchester County Record Center	450,732	\$122.30	\$1,260,977.00
Richard J. Daronco Courthouse	242,439	\$118.30	\$662,481.00

and other project related costs and administrative costs incurred by NYPA; and be it further

RESOLUTION

RESOLVED, that the County may terminate the Power Sales Agreements without cause upon 90 days' prior written notice to NYPA and payment of an amount equal to the applicable Termination Payment Rate set forth in Schedule "B" attached hereto (the Termination Payment Rates for the first year only are listed above for reference) and other amounts owed under the Power Sales Agreements or the Power Purchase Agreement between NYPA and Sol Systems, LLC's affiliates; and be it further

RESOLVED, that the County is further authorized to enter into Solar Facilities Rooftop License Agreements ("Licenses") with Sol Systems, LLC's affiliates ("Sol"), for the installation, operation and maintenance by Sol of the solar project(s) at the Sites; and be it further

RESOLVED, that in consideration for each License and the purchase and installation of the solar projects by Sol, at Sol's cost and expense, Sol shall pay the County an amount of \$1.00 a month during the construction period, and an annual fee of \$12.00, payable once yearly in advance or in monthly installments; and be it further

RESOLVED, that the proposed Licenses shall have a term of 20 years, commencing on the later of (A) the date Sol provides County with written notice that it has achieved the "Conditions Precedent Milestone" (as that term is defined in the Power Purchase Agreement between NYPA and Sol) or (B) the date the County confirms in writing to Sol that the County has completed any applicable roof repair or maintenance activities required to be completed before commencement of the Construction Period, with Sol having the option to renew the term of the Licenses for an additional five (5) year term, and an additional period of 120 days after the termination of the initial term (or renewal term, if applicable), to allow Sol sufficient time to decommission the solar projects; and be it further

RESOLVED, that the Power Sales Agreements are subject to County appropriations; and be it further

RESOLVED, that the Power Sales Agreements are 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 the Power Sales Agreements. 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 the Power Sales Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to NYPA, then NYPA shall have the right to terminate the Power Sales Agreement upon reasonable prior written notice; and be it further

RESOLUTION

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Agreement No.'s 22-900 and 22-901

Account to be Charged/Credited

Fund	Dept.	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars	Funding Year
101	44	2100	3200		\$3,205,010.00	2022-42
165	42	2000	3200		\$1,591,275.00	2022-42
101	46	3200	3200		\$ 548,309.00	2022-42
101	46	3300	3200		\$1,053,859.00	2022-42
101	46	3400	3200		\$1,897,277.00	2022-42

Budget Funding Year(s): 2022-2042 **Start Date:** _____ **End Date:** _____
 (must match resolution)

Funding Source: Tax Dollars \$8,295,930.00
 State Aid _____
\$8,295,930.00 Federal Aid _____
 (must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACTS 01/12/2022 RAYMOND SCULKY, SECRETARY

SCHEDULE "A"
EXPECTED ENERGY AMOUNTS

Central Maintenance Facility (DOT)
(Bus Depot)

Year	Output (kWh)
1	1,836,203
2	1,827,022
3	1,817,887
4	1,808,708
5	1,799,754
6	1,790,755
7	1,781,801
8	1,772,892
9	1,764,028
10	1,755,208
11	1,746,431
12	1,737,699
13	1,729,011
14	1,720,366
15	1,711,764
16	1,703,205
17	1,694,689
18	1,686,216
19	1,677,785
20	1,669,396

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION, 01/20/2022, RANDY SCULKY, SECRETARY

SCHEDULE "A"
EXPECTED ENERGY AMOUNTS

Alphonse J. Cerrato Bus Maintenance Facility
(Valhalla)

Year	Output (kWh)
1	907,973
2	903,433
3	898,916
4	894,421
5	889,949
6	885,500
7	881,072
8	876,667
9	872,283
10	867,922
11	863,582
12	859,264
13	854,968
14	850,693
15	846,440
16	842,208
17	837,997
18	833,807
19	829,638
20	825,489

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - RAYMOND SCULKY, SECRETARY

SCHEDULE "A"
EXPECTED ENERGY AMOUNTS

450 Saw Mill River Road (Parks Department)
(Westchester Parks HQ)

Year	Output (kWh)
1	664,372
2	661,050
3	657,745
4	654,456
5	651,184
6	647,928
7	644,688
8	641,465
9	638,258
10	635,066
11	631,891
12	628,731
13	625,588
14	622,460
15	619,348
16	616,251
17	613,170
18	610,104
19	607,053
20	604,018

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - RAYMOND SQUILKY, SECRETARY

SCHEDULE "A"
EXPECTED ENERGY AMOUNTS

Westchester County Record Center
(Elmsford)

Year	Output (kWh)
1	450,732
2	448,478
3	446,236
4	444,005
5	441,785
6	439,576
7	437,378
8	435,191
9	433,015
10	430,850
11	428,696
12	426,552
13	424,419
14	422,297
15	420,186
16	418,085
17	415,994
18	413,914
19	411,845
20	409,786

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - RAYMOND SCUKKY, SECRETARY

SCHEDULE "A"
EXPECTED ENERGY AMOUNTS

Westchester County Record Center
(Courthouse)

Year	Output (kWh)
1	242,439
2	241,227
3	240,021
4	238,821
5	237,626
6	236,438
7	235,256
8	234,080
9	232,909
10	231,745
11	230,586
12	229,433
13	228,286
14	227,145
15	226,009
16	224,879
17	223,754
18	222,636
19	221,523
20	220,415

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2017 - RAYMOND SCULKY, SECRETARY

SCHEDULE "B"
TERMINATION PAYMENT RATE

Central Maintenance Facility (DOT)(Bus Depot)

Year	Payment Rate (\$)
1	\$3,976,935
2	\$3,303,408
3	\$2,774,707
4	\$2,330,623
5	\$1,905,635
6	\$1,485,543
7	\$1,414,665
8	\$1,340,118
9	\$1,261,923
10	\$1,179,838
11	\$1,093,810
12	\$1,040,605
13	\$947,773
14	\$850,076
15	\$747,333
16	\$638,918
17	\$524,596
18	\$403,972
19	\$276,685
20	\$142,169

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - PRIMO SCULKY, SECRETARY

SCHEDULE "B"
TERMINATION PAYMENT RATE

Alphonse J. Cerrato Bus Maintenance Facility (Valhalla)

Year	Payment Rate (\$)
1	\$2,618,752
2	\$1,709,050
3	\$1,441,407
4	\$1,218,056
5	\$1,006,281
6	\$796,608
7	\$758,854
8	\$723,266
9	\$685,448
10	\$645,210
11	\$602,489
12	\$574,991
13	\$527,765
14	\$477,328
15	\$423,508
16	\$365,824
17	\$304,046
18	\$237,831
19	\$166,844
20	\$90,600

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - PRINCE AND CULKY, SECRETARY

SCHEDULE "B"
TERMINATION PAYMENT RATE

450 Saw Mill River Road (Parks Department)
(Westchester Parks HQ)

Year	Payment Rate (\$)
1	\$1,717,539
2	\$1,438,616
3	\$1,218,970
4	\$1,034,028
5	\$856,463
6	\$680,312
7	\$650,486
8	\$618,797
9	\$585,242
10	\$549,675
11	\$512,052
12	\$486,699
13	\$445,271
14	\$401,216
15	\$354,408
16	\$304,474
17	\$251,247
18	\$194,472
19	\$133,903
20	\$69,176

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
01/20/2022
RAYMOND SCULKY, SECRETARY

SCHEDULE "B"
TERMINATION PAYMENT RATE

Westchester County Record Center
(Elmsford)

Year	Payment Rate (\$)
1	\$1,260,977
2	\$1,055,468
3	\$893,317
4	\$756,929
5	\$626,327
6	\$497,351
7	\$472,676
8	\$447,032
9	\$420,209
10	\$392,214
11	\$362,976
12	\$342,045
13	\$310,681
14	\$277,874
15	\$243,540
16	\$207,622
17	\$169,955
18	\$130,470
19	\$89,058
20	\$50,000

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/20/2022 - RAYMOND SCULKY, SECRETARY

SCHEDULE "B"
TERMINATION PAYMENT RATE

Westchester County Record Center
(Courthouse)

Year	Payment Rate (\$)
1	\$662,481
2	\$551,248
3	\$463,672
4	\$390,164
5	\$319,802
6	\$250,311
7	\$238,014
8	\$225,220
9	\$211,816
10	\$197,807
11	\$183,152
12	\$173,009
13	\$157,276
14	\$140,791
15	\$123,507
16	\$105,392
17	\$86,356
18	\$66,361
19	\$50,000
20	\$50,000

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
01/20/2022
RAYMOND SCULKY, SECRETARY