

**112918**

DATE January 26, 2026

TO: The Honorable Board of Acquisition and Contract

FROM: Blanca P. Lopez, M.S.  
Commissioner of Planning

SUBJECT: Authority for the County of Westchester to enter into a grant agreement with the New York State Energy Research and Development Authority, to accept grant funds in an amount not-to-exceed \$3,000,000.00 for implementation of a new zero-emission Bee-Line On Demand microtransit service using all-electric vehicles in Peekskill, New York, for the period from December 8, 2025 through February 28, 2030.

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Attached for your consideration is a resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Planning (the "Department"), to enter into a grant agreement with the New York State Energy Research and Development Authority ("NYSERDA"), pursuant to which the County will accept grant funds in an amount not-to-exceed \$3,000,000.00 ("Grant Funds") for implementation of a new zero-emission Bee-Line On Demand microtransit service using all electric vehicles in Peekskill, New York (the "Project"), for the period from December 8, 2025 through February 28, 2030 (the "Agreement"; Project Number 244748).

The Project to be funded by the Grant Funds will combat transportation challenges in Peekskill by using a main fleet of small, 'right-sized', light-duty electric vehicles, operating flexibly upon request, as part of Bee-Line On Demand microtransit, serving a broad range of customers' trips and destinations. The main fleet will also include wheelchair accessibility and additional electric vehicles available as spares for the duration of the Project.

Under the Agreement, the County will be required to agree to the following:

"Section 10.01. Indemnification. The [County] shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting

from, arising out of or relating to [County]'s or its Subcontractors' performance of this Agreement. The obligations of the [County] under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, [County] shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by [County] or any of [County]'s affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or [County]."

Under the Agreement, the County, after competitively procuring services for the Project, shall enter into a subcontract with a mobility provider to provide turnkey microtransit services and software in Westchester County. The subcontractor selection process shall be consistent with the terms of the Agreement and the Westchester County Procurement Policy and Procedures.

I certify that my department, a) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the "Grant Terms"), b) has reviewed the Grant Terms, c) is aware of and understands all of the Grant Terms, and d) can and will comply with all of the Grant Terms.

The proposed Agreement will serve a public purpose by making the Grant Funds available to support the Project, and thereby help increase the transportation options of residents of Peekskill and neighboring communities.

The goal and objective of the proposed Agreement is to make the Grant Funds available to support the Project, and thereby help increase the transportation options of residents of Peekskill and neighboring communities..

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as it will make the Grant Funds available to support the Project, and thereby help increase the transportation options of residents of Peekskill and neighboring communities.

The goal and objective of the proposed Agreement will be tracked and monitored by the Department, which will be required, under the proposed Agreement, to provide proof of disbursement of the Grant Funds and will monitor the effectiveness of the proposed Agreement through a series of performance measures required NYSERDA.

The proposed Agreement does not constitute procurement. Accordingly, the provisions of the Westchester County Procurement Policy and Procedures do not apply.

I respectfully recommend the adoption of the attached resolution.

BPL/cl/mb  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/29/2026 - RAYMOND SCULKY, SECRETARY

## **RESOLUTION**

UPON A COMMUNICATION FROM THE COMMISSIONER OF PLANNING, BE IT HEREBY:

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Planning, is hereby authorized to enter into a grant agreement with the New York State Energy Research and Development Authority ("NYSERDA"), pursuant to which the County will accept grant funds in an amount not-to-exceed \$3,000,000.00 for the implementation of a new zero-emission Bee-Line On Demand microtransit service using all-electric vehicles in Peekskill, New York, for the period from December 8, 2025 through February 28, 2030 (the "Agreement"; Project Number 244748); and be it further

**RESOLVED**, that, under the Agreement, the County will agree to the following:

"Section 10.01. Indemnification. The [County] shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to [County]'s or its Subcontractors' performance of this Agreement. The obligations of the [County] under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, [County] shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by [County] or any of [County]'s affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or [County]."

; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	19	B115	9854	G115	3,000,000

Budget Funding Year(s): 2025-2030 Start Date: 12/08/25 End Date: 02/28/30  
(must match resolution)

Funding Source Tax Dollars: \_\_\_\_\_  
State Aid: \$3,000,000 \_\_\_\_\_  
\$3,000,000.00 Federal Aid: \_\_\_\_\_  
(must match resolution) Other: \_\_\_\_\_

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