

**ID #113888**

TO: Honorable Board of Acquisition and Contract

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

DATE: June 8, 2026

RE: Authority to enter into an agreement with Consolidated Edison Company of New York, Inc. ("Con Edison") to accept Con Edison's Transit Make Ready Electrification Program grant funding in the amount of \$552,283.80 to reimburse Westchester County for funds expended to install transit bus electric chargers at the Alphonse J. Cerrato Bus Maintenance Facility in Valhalla, New York. (Contract DOTOP03-22)

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Authority is requested from your Honorable Board for the County of Westchester ("County") to enter into an agreement with Consolidated Edison Company of New York, Inc. ("Con Edison") to accept Con Edison's Transit Make Ready electrification program grant funding in the amount of \$552,283.80 to reimburse the County for funds expended to install transit bus electric chargers at Cerrato Garage in Valhalla. The term of the agreement will be from June 1, 2026 until December 31, 2026.

Con Edison introduced its Make Ready program pilot to provide funding for various electrification projects throughout New York. Con Edison approached the Department of Public Works & Transportation (DPW&T) in the summer of 2024 to explore whether any Bee-Line Bus projects would be eligible for such Make Ready funding. Ultimately, Con Edison determined that the DPW&T's Bus Electrification Project at the Alphonse J. Cerrato Bus Maintenance Facility (completed in the summer of 2023) in Valhalla, New York would be eligible for Make Ready funding. After a review of the project's scope, budget and invoices, Con Edison determined that DPW&T is eligible to receive \$552,283.80 in grant funding from the Make Ready Program.

As part of the agreement to accept funding pursuant to the Make Ready Program, the County will be required to provide the following indemnification:

"To the fullest extent permitted by law, the Participant, on behalf of the Participant and any other person or entity engaged in claiming by and through the Participant, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless the Company, its affiliated entities, and their respective contractors, past, present and future officers, directors, trustees, shareholders, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against, any and all claims, charges, complaints, causes of action, damages, losses, costs, interest, and liabilities of any kind or nature whatsoever, including reasonable attorney's fees, court costs, costs of experts and costs of investigation, whether known or unknown and whether at law or in equity arising from, related to or in any way connected with the Participant's engagement or association with the Program (whether accepted or rejected). Among other things, Con Edison shall have no responsibility or liability for items, work or services provided, installed, or performed by the Participant, its employees, its agents, its

subcontractors or any third parties in connection with the Program. The Company recommends that the Participant (and any other party, if different) engage qualified engineers or other qualified consultants to evaluate the risks and benefits of participation in the Program and the implementation, operation or use of any project or measure, cost savings, or the operation of the Site or the Project. The Participant understands that this Program Agreement may not continue to be approved if the Company determines at any time that the Project does not meet the requirements of the Program and that final payment of any incentive amounts is contingent on satisfaction of all terms and conditions of the Program.”

Approval of the annexed resolution is respectfully requested.

HJG/cmc/dlv  
Attachment

## RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation, be it hereby:

**RESOLVED**, that the County of Westchester (“County”) is authorized to enter into an agreement with Consolidated Edison Company of New York, Inc. (“Con Edison”) to accept Con Edison’s Transit Make Ready electrification program grant funding in the amount of \$552,283.80 to reimburse the County for funds expended to install transit bus electric chargers at Cerrato Garage in Valhalla; and be it further

**RESOLVED**, that the term of the agreement will be from June 1, 2026 until December 31, 2026; and be it further

**RESOLVED**, that as part of the agreement to accept funding pursuant to the Make Ready program, the County will be required to provide the following indemnification:

“To the fullest extent permitted by law, the Participant, on behalf of the Participant and any other person or entity engaged in claiming by and through the Participant, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless the Company, its affiliated entities, and their respective contractors, past, present and future officers, directors, trustees, shareholders, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against, any and all claims, charges, complaints, causes of action, damages, losses, costs, interest, and liabilities of any kind or nature whatsoever, including reasonable attorney’s fees, court costs, costs of experts and costs of investigation, whether known or unknown and whether at law or in equity arising from, related to or in any way connected with the Participant’s engagement or association with the Program (whether accepted or rejected). Among other things, Con Edison shall have no responsibility or liability for items, work or services provided, installed, or performed by the Participant, its employees, its agents, its subcontractors or any third parties in connection with the Program. The Company recommends that the Participant (and any other party, if different) engage qualified engineers or other qualified consultants to evaluate the risks and benefits of participation in the Program and the implementation, operation or use of any project or measure, cost savings, or the operation of the Site or the Project. The Participant understands that this Program Agreement may not continue to be approved if the Company determines at any time that the Project does not meet the requirements of the Program and that final payment of any incentive amounts is contingent on satisfaction of all terms and conditions of the Program.”; and be it further

**RESOLVED**, that the County Executive, or his duly authorized designee, is hereby authorized to execute such documents and take such actions as may be necessary and appropriate to effectuate the purposes hereof.

Contract DOTOP03-22

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	365	44	T001U-01-M	9636	N/A	\$552,283.80

Budget Funding Year(s): 2026 Start Date: 6/1/2026 End Date: 12/31/2026  
 (must match resolution)

Funding Source: \$552,283.80  
 (must match resolution)

Tax Dollars: \_\_\_\_\_  
 State Aid: \_\_\_\_\_  
 Federal Aid: \_\_\_\_\_  
 Other: Revenue