Board of Legislators

Meeting Agenda

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, December 8, 2025 **10:00 AM** **Legislative Chamber**

Regular Meeting

CALENDAR 23 (CONSENT)

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: https://westchestercountyny.legistar.com/ This website also provides links to materials for all matters to be discussed at a given meeting.

CALL TO ORDER

MINUTES APPROVAL

November 17, 2025, 7pm, Regular Meeting
December 3, 2025, 7pm, Public Hearing Only Meeting

PUBLIC COMMENT

Speakers_____

PUBLIC HEARING

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

B. COUNTY ATTORNEY

C. LEGISLATORS

D. OTHERS

1. 2025-518 **Westchester County Human Rights Commission - Annual Report 2023-2024**

Forwarding the 2023-2024 Annual Report for the Westchester County Human Rights Commission.

COMMITTEE REFERRAL: COMMITTEE ON LABOR & HUMAN RIGHTS

II. NOTICES & PETITIONS

SI. 1. 2025-519 **CLERK OF THE BOARD: Village of Tarrytown-Lead Agency-Hudson Harbor Project**

Correspondence from the Village of Tarrytown declaring its intent to serve as Lead Agency for the proposed application by the Applicant, River Edge Associates LLC who is seeking site plan approval to amend the Hudson Harbor Project with the final Phase 5.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

SI. 2. 2025-520 **CLERK OF THE BOARD: Village of Ardsley-Lead Agency-Stormwater Improvements**

Correspondence received from the Village of Ardsley with their Intent to be Lead Agency for Stormwater Improvements.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

SI. 3. 2025-521 **CLERK OF THE BOARD: City of Mount Vernon-Lead Agency-The Grace**

Correspondence received from the City of Mount Vernon declaring its intent to act as Lead Agency for the project know as The Grace.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. 2025-374 **ACT-WCHCC-Sexual Assault, Abuse and Victim's Empowerment Program**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing retroactively on January 1, 2025 through December 31, 2027 pursuant to which the Westchester County Health Care Corporation ("WCHCC") shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

ACT _____ - 2025 **VOTE _____**

2. 2025-431 **IMA-Project STRIV-Putnam Northern Westchester BOCES**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement

with Putnam Northern Westchester BOCES, pursuant to which the municipal corporation will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence, for a term commencing on October 1, 2025 and expiring on September 30, 2026, for a total amount not to exceed TWO HUNDRED TWELVE THOUSAND ($212,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY

ACT _____ - 2025 VOTE _____

3. 2025-443 ACT-Tourist Promotion Agency-2026

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2026 through December 31, 2026.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2025 VOTE _____

4. 2025-444 RES-Tourist Promotion Agency-2026

A RESOLUTION designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2026 through December 31, 2026.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2025 VOTE _____

5. 2025-445 IMA-NYSOFA Grant Funds-Municipalities

AN ACT authorizing the County of Westchester, acting by and through its Department of Senior Programs and Services, to enter into inter-municipal agreements with local municipalities for services to be funded under the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, and the Wellness in Nutrition Program and the Nutrition Services Incentive Program.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

ACT _____ - 2025 VOTE _____

6. 2025-448 ENV RES-BPL26-2981-Flood Mitigation

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project BPL26 - Flood Mitigation.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

RESOLUTION _____ - 2025 VOTE _____

7. 2025-449 **BOND ACT-BPL26-2981-Flood Mitigation**

A BOND ACT authorizing the issuance of TWO MILLION ($2,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 VOTE _____

8. 2025-450 **IMA-Flood Mitigation-BPL26-2981-Rye**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Rye in connection with a flood mitigation project - Capital Project BPL26, Unique ID# 2981.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

ACT _____ - 2025 VOTE _____

9. 2025-453 **IMA-Snow and Ice Control-Municipalities**

AN ACT to authorize the County of Westchester to enter into inter-municipal agreements with local municipalities for snow and ice control on County roads within the boundaries of the municipalities.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

ACT _____ - 2025 VOTE _____

10. 2025-462 **BOND ACT(Amended)-BCR63-3044-Post 2 Entrance Gate Booths**

A BOND ACT (Amended) authorizing the issuance of an additional NINE HUNDRED TWENTY-FIVE THOUSAND ($925,000) DOLLARS to finance Capital Project BCR63 - Post 2 Entrance Gate Booths.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PUBLIC SAFETY

BOND ACT _____ - 2025 VOTE _____

11. 2025-463 **BOND ACT-RB03F-Ardsley Road Over Bronx River and Bronx River Pkwy, Scarsdale and Greenburgh**

A BOND ACT authorizing the issuance of FIVE MILLION, FOUR HUNDRED FIFTY-SEVEN THOUSAND ($5,457,000) DOLLARS in bonds of Westchester County to finance Capital Project RB03F - Ardsley Road Over Bronx River and Bronx River Parkway, Scarsdale and Greenburgh.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 **VOTE _____**

12. 2025-472 **ACT-NYSOFA Grant Funds and IMAs-Municipalities-OAA**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with local municipalities for services to be funded under Titles III-B, III-C and (Nutrition Services Incentive Program) NSIP grants of the Older Americans Act.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

ACT _____ - 2025 **VOTE _____**

13. 2025-473 **BOND ACT(Amended)-BIT32-Radio System Replacement**

A BOND ACT (Amended) restating Bond Act 110-2022 authorizing the issuance of THIRTY-TWO MILLION, EIGHTEEN THOUSAND, ONE HUNDRED EIGHTY-THREE ($32,018,183) DOLLARS in bonds of Westchester County to finance Capital Project BIT32 - Radio System Replacement.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY

BOND ACT _____ - 2025 **VOTE _____**

14. 2025-474 **BOND ACT-CC105-Technology Upgrade Off Campus '22-'23 - '26-'27**

A BOND ACT authorizing the issuance of ONE HUNDRED THOUSAND ($100,000) DOLLARS in bonds of Westchester County to finance Capital Project CC105 - Technology Upgrade Off Campus 2022/23 - 2026/27.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

BOND ACT _____ - 2025 **VOTE _____**

15. 2025-475 **BOND ACT-CC106-Technology Upgrade On-Campus '22-'23 - '26-'27**

A BOND ACT authorizing the issuance of ONE MILLION, NINE THOUSAND ($1,009,000) DOLLARS in bonds of Westchester County to finance Capital Project CC106 - Technology Upgrade On-Campus 2022/23 - 2026/27.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

BOND ACT _____ - 2025 **VOTE _____**

16. 2025-476 **BOND ACT-CC109-Hartford Hall HVAC Replacement**

A BOND ACT authorizing the issuance of SEVEN HUNDRED FIFTY THOUSAND ($750,000) DOLLARS in bonds of Westchester County to finance Capital Project CC109 - Hartford Hall HVAC Replacement.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 VOTE _____

17. 2025-477 **BOND ACT(Amended)-WCC87-Classroom Building Renovation**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FOUR MILLION, ONE HUNDRED SEVENTY-SEVEN THOUSAND ($4,177,000) DOLLARS to finance Capital Project WCC87 - Classroom Building Renovation.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 VOTE _____

18. 2025-483 **ACT-Revised Investment Policy**

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law Section 39.
SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2025 VOTE _____

19. 2025-484 **IMA-Police Services-Mount Kisco**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal agreement with the Village of Mount Kisco (the "Village") whereby the County, acting through its Department of Public Safety Services, will provide police services to the Village for a term commencing on April 1, 2025 and expiring December 31, 2029.
SUBMITEED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 VOTE _____

20. 2025-485 **ACT-Mortgage Tax Receipts-4-1-25 through 9-30-25**

AN ACT to authorize the Commissioner of the Westchester County Department of Finance to pay Mortgage Tax Receipts to Cities, Towns and Villages.
SUBMITTED BY: COMMITTEE OF BUDGET & APPROPRIATIONS

ACT _____ - 2025 VOTE _____

21. 2025-489 **ACT - Lawsuit Settlement Hoffman/Silverman v. Westchester County**

AN ACT authorizing the County Attorney to settle the lawsuit of Lynne Hoffman and Jerome P. Silverman v. the County of Westchester in the amount of TWO HUNDRED THOUSAND ($200,000) DOLLARS, inclusive of attorney's fees.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2025 VOTE _____

22. 2025-490 **ACT - Lawsuit Settlement Roberts v. Liberty Lines Transit, Inc.**

AN ACT authorizing the County Attorney to settle the lawsuit entitled, Darrell W. Roberts v. Liberty Lines Transit, Inc. in the amount of FIVE HUNDRED THOUSAND ($500,000) DOLLARS, inclusive of attorney's fees.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2025 **VOTE _____**

23. 2025-496 **LOCAL LAW-Adjust Certain Fees and Fines in the Laws of Westchester County**

A LOCAL LAW amending the Laws of Westchester County with respect to fees and fines.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Local Law Intro No. 496 - 2025 **VOTE _____**

24. 2025-499 **IMA - Village of Mount Kisco's Sesquicentennial Anniversary Celebration**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Mount Kisco ("Mount Kisco") pursuant to which Mount Kisco will provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, for the period from January 1, 2025 through December 31, 2025 for a total amount not to exceed FIVE THOUSAND ($5,000) DOLLARS.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

*Please note: This Standing Committee Item was placed directly into committee for immediate consideration.

ACT _____ - 2025 **VOTE _____**

25. 2025-500 **ACT - Amendment to Legal Counsel Agreement re: Westchester County Charter Revision Commission**

AN ACT authorizing the County of Westchester to amend an agreement, as previously amended and assigned, with the law firm Friedman Kaplan Seiler Adelman & Robbins LLP to provide legal counsel and advice to the Westchester County Charter Revision Commission, by (i) increasing the not-to-exceed amount under the Agreement by an additional ONE HUNDRED THOUSAND ($100,000) DOLLARS, and (ii) extending the term of the Agreement through December 31, 2026.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2025 **VOTE _____**

26. 2025-501 **ACT - Amendment Agreement with McCarthy Fingar LLP**

AN ACT authorizing the County to amend an agreement with the law firm of McCarthy Fingar LLP, as previously amended, pursuant to which the firm serves in an "of counsel" capacity to the County Attorney, as needed, in connection with a matter concerning a will and an

indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the agreement by $1,761.05.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2025 **VOTE _____**

27. 2025-502 **ACT - Enter into Agreement with Broadfield US LLP**

AN ACT authorizing the County of Westchester to retain, at County expense, the law firm of Broadfield US LLP (the "Firm"), to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the following two matters: (i) a claim asserted by the United States Environmental Protection Agency for response costs incurred while investigating contamination levels on real property located at 105 Kisco Avenue in the Village of Mount Kisco; and (ii) in connection with the portion of the County Trunk Sanitary Sewer System located on the real property owned by ARCO Environmental Remediation LLC, classified by the NYSDEC as Inactive Hazardous Waste Disposal Site Number 3-60-022.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ACT _____ - 2025 **VOTE _____**

28. 2025-505 **PH-Sewer Dist. Modification-Removal-Mount Pleasant**

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the town of Mount Pleasant." [Public Hearing set for _____, 2025 at _____ .m.]. ACT INTRO: 2025-507.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & ENVIRONMENT

RESOLUTION _____ - 2025 **VOTE _____**

29. 2025-508 **IMA-Village of Hastings-Rivertown Skate**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Hastings ("Village") pursuant to which the Village will provide various youth services for the period from January 1, 2025 through December 31, 2025 for a total amount not to exceed TEN THOUSAND ($10,000) DOLLARS.
SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

*Please note: This Standing Committee Item was placed directly into committee for immediate consideration.
ACT _____ - 2025 **VOTE _____**

30. 2025-512 **IMA-Prisoner Transportation-Yonkers**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2026 through December 31, 2027,

for a total amount not to exceed $672,514.56.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 **VOTE _____**

31. 2025-513 **IMA-Prisoner Transportation-Mount Vernon**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2025 through December 31, 2026, for a total amount not to exceed $631,024.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 **VOTE _____**

32. 2025-514 ACT- Amending Standard Work Day

An ACT amending ACT 182-2025 for the purpose of establishing a standard work day for each elective or appointive office or position.
SUBMITTED BY: COMMITTEE ON RULES

*Please note: This Standing Committee Item was placed directly into committee for immediate consideration.
ACT _____ - 2025 **VOTE _____**

SI. 33.2025-522 Amending Standard Work Day Act

An ACT amending ACT 182-2025 for the purpose of establishing a standard work day for each elective and appointive office or position.
SUBMITTED BY: COMMITTEE ON RULES

*Please note: This Standing Committee Item was placed directly into committee for immediate consideration.
ACT _____ - 2025 **VOTE _____**

IV. SPECIAL ORDERS

1. 2025-515 **RES - Distinguished Service Award for the Honorable Catherine Parker**

A RESOLUTION bestowing the Westchester County Board of Legislators Award for Distinguished Service on the Honorable Catherine Parker.
SUBMITTED BY: THE CHAIRMAN OF THE BOARD

RESOLUTION _____ - 2025 **VOTE _____**

2. 2025-516 **RES - Distinguished Service Award for the Honorable Benjamin Boykin, II**

A RESOLUTION bestowing the Westchester County Board of Legislators Award for

Distinguished Service on the Honorable Benjamin Boykin, II.
SUBMITTED BY: THE CHAIRMAN OF THE BOARD

RESOLUTION _____ - 2025 VOTE _____

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2025-517 **MEMORIAL RESOLUTIONS 2025-20**

HON. NANCY BARR: Barbara Mae Nardi

HON. BEN BOYKIN: Dr. Bertha Boykin Todd

LEGISLATORS BOYKIN AND CUNZIO: Susan Habel

HON. MARGARET A. CUNZIO: Virginia (Vincenza) Castaldo, Jorge Delgado

HON. VEDAT GASHI: Roza (Zagreda) Gjonaj

HON. JEWEL WILLIAMS JOHNSON: Duane P. Walker

ADJOURNMENT

Meeting adjourned.

WESTCHESTER COUNTY
HUMAN RIGHTS
COMMISSION

ANNUAL REPORT
2023-2024

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Message from the Executive Director
Tejash V. Sanchala

The Human Rights Commission is the "single most important force in dealing with prejudice against Black, Asian, Jewish, LGBTQIA+, Latino, and Muslim members of our community." – County Executive George Latimer, April 17, 2024[1]

The Westchester County Human Rights Law (the "Human Rights Law") was pioneering and addressed a need for a serious civil rights enforcement agency at the time it was enacted. Twenty-four (24) years after the Human Rights Law's passage, the Westchester County Human Rights Commission's (the "Commission's") work today is as important as ever. This report provides a snapshot of the Commission's activities in 2023-2024.

The Commission has experienced tremendous growth since I returned to the agency in April 2019, this time as its Executive Director, after proudly serving on the Commission's Board.

Under my leadership, the Commission focuses its enforcement actions on protecting the public's right to equal and safe enjoyment of key areas of their lives, including their homes, workplaces, and public accommodations.

In 2023 and 2024, there were many highlights, including comprehensive legislative updates (2023), and continued robust Countywide community engagement, which remains ongoing.

- Legislative updates to the Human Rights Law, as well as to the Westchester County Fair Housing Law (the "Fair Housing Law"), are discussed further beginning on **page ten (10)**.

[1] The Inside Press, (April 17, 2024), https://www.theinsidepress.com/how-westchester-county-executive-george-latimer-gets-results/.

- The Commission continues to use a multi-faceted community engagement approach of proactive and responsive measures to educate and empower the public on preventing and addressing discrimination and hate, and fostering belonging and solidarity. The Commission participated in every County heritage fair at Kensico Dam and Ridge Road Park, in addition to many other events. Dedicated Commission employees and Commission Board Members worked long hours and engaged with the public on nights and weekends about the Commission's mission, as well as the protections and obligations under the County's Human Rights Law and Fair Housing Law, and provided resources for combatting hate and discrimination. The Commission's engagement efforts are discussed in more detail beginning on **page eighteen (18)**.

The Commission is also tasked with safeguarding the public's interest in being free from discrimination within the County. Executive Director Initiated cases eradicate these unlawful activities and remedy the harm, pursuant to the County's robust Human Rights Law and Fair Housing Law.

The following successes from 2023 and 2024 are in addition to multiple other recent settlements achieving groundbreaking and meaningful relief for community members and the public.

- **Six (6)-Figure Housing Discrimination Settlement Resolves Seven (7)-Year Pattern of Sexual Harassment**: In a major settlement resolving an Executive Director Initiated housing discrimination investigation, the owners and managers of nearly thirty (30) residential apartment buildings in the County agreed to extensive reforms after multiple individuals raised allegations of persistent sexual harassment and retaliation at a low-income residential housing complex. The impacted individuals, including parents alleging their minor child is the survivor of statutory rape perpetrated by the superintendent at the apartment building, sought assistance from multiple organizations to no avail, and thankfully found help at the Commission.

It was alleged that the superintendent abused his position of power and access by using the superintendent key to break into female tenants' homes, including when they were home alone, and to surveil them by using security cameras. It was further alleged that the superintendent made repeated and frequent unwelcome sexual comments to female residents, threatened to drag a female resident with a car, stalked female residents, and shared sexually explicit material with them. The Commission alleged that the management company prioritized profits over tenant safety and enabled prolonged years of victimization.

As part the Commission's settlement, the owners and managers:

- paid to the County and a fair housing community partner over **$100,000** total to further the Human Rights Commission's mission to eradicate discrimination;
- adopted a new anti-discrimination and anti-fraternization policy;
- must complete mandatory training on the Fair Housing Law and compliance;
- must display fair housing posters in prominent areas at the property; and
- must undergo multi-year monitoring by the Human Rights Commission on compliance to prevent future discrimination and protect residents.

Separately, individual victims reportedly reached private settlements totaling $12.5 million dollars, which I believe is one of the largest settlements nationwide addressing sexual harassment in housing. Tenants have the right to live in their homes free from sexual harassment and retaliation by their landlords. The Commission will continue to vigorously enforce the County's Fair Housing Law against landlords, superintendents, and other responsible parties who seek to take advantage of vulnerable residents.

- **High Five (5)-Figure Employment Gender and Marital Status Discrimination Settlement**: In a companion case to the matter above, the Human Rights Commission resolved an employment discrimination case against the same management company and its president.

The Human Rights Commission alleged that the employer's hiring practices were discriminatory based on gender and marital status. The settlement provides for significant employment reforms, including mandating the company to:

- pay **$70,000** to the County to further the Human Rights Commission's mission to eradicate discrimination;
- restrict the company president from hiring and firing certain staff and agents;
- create and follow a detailed hiring, recruitment, and retention-related remediation plan;
- be monitored by the Human Rights Commission for five (5) years on compliance to prevent future employment discrimination;
- complete employment non-discrimination training;
- adopt a new non-discrimination and anti-fraternization policy; and
- display employment non-discrimination posters.

- **Five (5)-Figure Housing Discrimination Settlement to Resolve Decade-Plus Pattern of Disability Discrimination:** In 2023, following an extensive investigation of an Executive Director Initiated Complaint and a subsequent filing in federal court, the Commission reached a significant settlement in a case where a housing provider allegedly failed to provide equal access to its community for over a decade. The comprehensive settlement included important relief for current and future residents, such as installing permanent ramps at multiple access points of the property and automating their entryway doors. The settlement also provided a five (5)-figure monetary payment to the County, and additional public interest relief designed to prevent future discrimination, including compliance monitoring, completing fair housing training, adopting and distributing a Fair Housing Board-approved reasonable accommodation/modification policy, and prominently posting fair housing notices in all buildings.

- **Five (5)-Figure Housing Settlement to Resolve Disability Discrimination Case and to Make Condo Community Room and Pool Accessible**: In this Executive Director Initiated housing discrimination case, the Commission achieved a settlement which includes **$50,000** paid to the County, along with significant public interest and equitable relief, to require a condominium association, their board, and management company to complete 2 construction projects to make both the community room and outdoor pool area – amenities all residents pay for – accessible to residents with disabilities. After many years of residents with disabilities being illegally excluded and missing out on card games, pool use during hot summer days, and community barbeques, these areas of the property will be made accessible. Pool segregation is a seminal and disgraceful example of discrimination that the Commission is proud to remedy in this case. Accessible housing is a civil right for individuals with disabilities, and under these settlements, people with mobility impairments will have an equal opportunity to live in and enjoy their homes and amenities.

The message to our Westchester communities is clear – our laws are more than words on a page. Discrimination will not be tolerated, and unlawful conduct against residents, employees, and patrons will be addressed and remedied. The Commission will continue to enforce our laws to achieve creative and impactful solutions to even the most longstanding and entrenched discrimination problems.

The Commission's community connections and presence also have continued to thrive and expand. For example, the Commission proactively informs the greater Westchester County community, including residents and housing providers, alike, of the available legal protections, obligations, and protected categories under the County's Fair Housing Law – with the goal of preventing future discrimination, in addition to remediating existing violations as promptly as possible before further harm occurs.

The Commission also partnered with the Westchester County District Attorney's office on events reaching over ten thousand (10,000) middle school and high school students in the County to share how to combat hate and bias and the importance of standing up and standing with individuals who experience hate or discrimination. More details on the Commission's enforcement is detailed beginning on **page fourteen (14)**.

In the year ahead, we will remain committed to expanding our reach, deepening our impact, and engaging more individuals in our mission to eradicate hate and discrimination. Let us remember the sentiment shared by acclaimed author Heather McGhee: human rights is not a pie or a zero sum game – more rights for one person or group does not mean fewer rights for another. Belonging and solidarity uplift us all.

Anyone who feels they have experienced or witnessed discrimination or retaliation in Westchester County may reach the Commission at (914) 995-9500 or HumanRights@WestchesterCountyNY.gov. Hate incidents in Westchester County may be reported at https://humanrights.westchestergov.com/report-a-hate-incident.

With gratitude and hope,

Tejash V. Sanchala

Mission and History of the Commission and the Law

> *The mission of the Westchester County Human Rights Commission, an independent agency of Westchester County government, is to (i) enforce Westchester County's Human Rights Law and Fair Housing Law, (ii) engage in education and outreach to educate the public on their rights and obligations under these laws, and (iii) help promote equality and dignity.*

The Pioneering Human Rights Law and Fair Housing Law

On December 10, 1999, the Board of Legislators passed the Human Rights Law. Champions of the Human Rights Law's passage included then-Chair of the County Board of Legislators and future-County Executive George Latimer**,** and then-County Legislators Andrea Stewart-Cousins and the late Lois Bronz. A key goal – which the Commission and its proponents have achieved – was to fill gaps in legal protections in multiple areas of prevalent discrimination.

The Human Rights Law was pioneering as it included anti-discrimination protections against sexual orientation discrimination at a time when they were not covered under federal or many states' laws, including New York State (or "State"). The Human Rights Law included anti-discrimination protections for sexual orientation found in the New York City Human Rights Law. After much public debate, the Human Rights Law passed and the Commission was created in 2000. As discussed herein, the County's Human Rights Law and Fair Housing Law remain pioneering and a beacon for justice.

The Commission was empowered to receive, investigate, and adjudicate allegations of discrimination in Westchester County based on a person's actual or perceived protected group identities in the areas of, among others, employment, public accommodations, and credit lending. Over the years, the definition of protected group identity has been expanded and now includes more than seventeen (17) covered identities – race (including traits historically associated with race, such as hair texture and hairstyles), color, gender (including gender identity and gender expression), sexual orientation, age, disability (including physical and mental impairments), familial status (including pregnancy and adoptions), marital status, a person's status as a victim of domestic violence, sexual abuse, or stalking,

religion, ethnicity, national origin, alienage/citizenship status, and veteran/military status.[2] Retaliation for filing a discrimination complaint, helping someone else with a discrimination case, or opposing or reporting discrimination, among other things, is also prohibited.

In addition to granting anti-discrimination protections based on sexual orientation and citizenship status – not found in analogous federal and state laws at its inception – the County's Human Rights Law and Fair Housing Law continued to be ahead of the curve. As further examples, in 2005, the County's Human Rights Law became the first human rights law in the State to provide anti-discrimination protections in employment and housing for survivors of domestic violence, sexual abuse, and stalking; and in April of 2009, the definition of gender was updated to include protections for gender identity and gender expression. Protections based on gender identity/gender expression were not included in federal or New York State civil rights laws at that time.

Although the Human Rights Law protected against discrimination in housing since its inception, in 2008, the County unanimously passed and enacted the Fair Housing Law to create more robust protections against housing discrimination and to partner with the U.S. Department of Housing and Urban Development ("HUD"). The Fair Housing Law created the Fair Housing Board and empowered it to receive, investigate, and adjudicate allegations of housing discrimination in Westchester County. The Fair Housing Law was certified by HUD as substantially equivalent to the federal Fair Housing Act, and the Commission became a HUD partner through its Fair Housing Assistance Program ("FHAP").

In 2023, the Commission was one (1) of only two (2) FHAP partners in New York State; as of spring 2025, it was announced that the Commission will be the only such program in the State. This partnership reflects and supports the Commission's continued robust community education and outreach on the importance of fair housing. Housing discrimination is pervasive – it is estimated that,

[2] In October 2018, Section 700.03(a) of the Human Rights Law was amended to include certain protections in instances where an applicant's criminal background information on an arrest record or conviction record is sought. This protection is not explicitly included in the definition of group identity.

nationally, four million (4,000,000) instances of housing discrimination occur each year, but only a tiny fraction of incidents are reported.[3] According to the National Fair Housing Alliance's 2024 Fair Housing Trends Report, administrative housing discrimination complaints in a single year reached an all-time high of thirty-four thousand one hundred fifty (34,150) in 2023[4]. Disability-based discrimination is consistently the leading basis of illegal housing administrative discrimination complaints filed nationwide.

Over the years, the definition of protected group identity in housing discrimination cases has expanded to include more than eighteen (18) covered identities – race (including traits historically associated with race, such as hair texture and hairstyles), color, gender (including gender identity and gender expression), sexual orientation, age, disability, familial status, marital status, status as a victim of domestic violence, status as a victim of sexual abuse, status as a victim of stalking, religion, ethnicity, national origin, alienage/citizenship status, veteran/military status, and source of income.[5]

Between 2018 and 2023, the Human Rights Law and Fair Housing Law were amended to strengthen anti-discrimination protections in the areas of cooperative ("co-op") disclosure, discriminatory harassment, salary transparency, and many others.

Comprehensive Amendments to Strengthen and Clarify Protections – June 2023

Effective June 6, 2023, the Human Rights Law and Fair Housing Law were amended to, among other things: add protections available under federal and state law and to strengthen and harmonize the Human Rights Law and Fair Housing Law so that they are consistent.

Comprehensive legislative changes included, but were not limited to:

- expanding coverage of the Human Rights Law to include employers of all sizes;

[3] Testimony of Lisa Rice, President & CEO National Fair Housing Alliance, Oversight and Investigations Subcommittee Hearing, *How Invidious Discrimination Works and Hurts: An Examination of Lending Discrimination and Its Long-term Economic Impacts on Borrowers of Color*, (Feb. 24, 2021), hhrg-117-ba09-wstate-ricel-20210224.pdf (house.gov).
[4] 2024 Fair Housing Trends Report – NFHA
[5] In 2013, anti-discrimination protections based on source of income were added to the County's Fair Housing Law; such protections were not available under analogous federal or state laws at that time. This was just another area where the County's human rights laws were ahead of the curve.

- expanding the protections of the Human Rights Law to include all Westchester County-based employees (except County employees), including domestic workers and interns;[6]
- prohibiting discrimination against independent contractors, subcontractors, vendors, consultants, or other persons providing services pursuant to a contract in the workplace or who are an employee of such contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace;
- prohibiting discrimination based on military status;
- clarifying the definition of "race" to include traits historically associated with race, such as hair texture and protective hairstyles (e.g., braids, locks, and twists);
- defining the term "pregnancy-related condition" as "a medical condition related to pregnancy or childbirth that inhibits the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, including but not limited to lactation." Pregnancy-related conditions are also to be treated as temporary disabilities;
- prohibiting harassment based on any protected category, and clarifying that harassment means inferior terms, conditions, or privileges because of actual or perceived group identity;
- extending the deadline to file an administrative complaint with the Commission, for allegations of sexual harassment in the workplace, from one (1) year to three (3) years, for allegations that accrue after June 6, 2023;
- under the Human Rights Law, aggrieved individuals may file a lawsuit in a court of competent jurisdiction based on allegations jurisdictional under the Human Rights Law that accrue after June 6, 2023;

[6] County employees have other non-discrimination protections specific to that workforce.

- amending the definition of the term "sexual orientation" to "an individual's actual or perceived romantic, physical or sexual attraction to other persons, or lack thereof, on the basis of gender";
- amending the term "source of income" in the Fair Housing Law to, among other things, include any lawful source of income including, but not limited to child support, alimony, foster care subsidies, income derived from social security or any form of federal, state or local public assistance or housing assistance, including but not limited to a voucher under the federal Housing Choice Voucher program (known colloquially as "Section 8");
- clarifying that discrimination based on source of income shall be treated similarly to other protected categories under the Fair Housing Law and that it is subject to the same exemptions;
- similar to the State's Human Rights Law, limiting the owner-occupied exemption under the County's Fair Housing Law to premises with not more than two (2) families living independently of each other, so long as the owner actually resides in one (1) such housing accommodation;
- the provisions of the Human Rights Law and Fair Housing Law are to be construed liberally; and
- harmonizing provisions of the Human Rights Law and Fair Housing Law.

Commission Staff

The Commission experienced transition years in 2023 and 2024, as the agency had three (3) key vacancies each year. The Commission has a strong foundation, allowing us to navigate those transition years with confidence. This continuity ensured that our standards remained high, even as we prepared for future growth.

In 2023 and 2024, the Commission's full-time staff[7] included:

Tejash V. Sanchala, Executive Director
Julia De Persia, Deputy Director
Joshua Levin, Fair Housing Director
John Baker, Investigator
Safa Saleh, Investigator (joined the Commission in 2024)
Shepard Verbas, Community Work Assistant
Niurky Reynoso, Staff Assistant (Spanish Speaking)

The Commission was also awarded a competitive grant from HUD to fund a temporary Fair Housing Administrative Assistant in 2023 and 2024.

Commission Board and Fair Housing Board

Under the Human Rights Law, the County Executive, subject to confirmation by the Board of Legislators, appoints individuals to the Commission Board. The Commission Board is to be reflective of the County's diverse population.

The following individuals served as members of the Commission Board[8] during 2024:

Rev. Doris K. Dalton, *Chair*
Rev. Dr. Stephen Pogue, *Vice Chair*

Maria Amado	Zead Ramadan	Harry Singh
James Lin	Thomas Koshy	Gary Trachten, Esq.
Jennifer Bernhard	Hanade Sarar	Hon. Selwyn Walters
André Early	Lisa Do Hofflich	Tom Watson
Sammy Gomez		

The Fair Housing Board is appointed by the County Executive, subject to confirmation of the Board of Legislators, from the Commission's Board Members. The following individuals served as members of the Fair Housing Board in 2024:

[7] Investigators Shivani Patel and Jamie Yu-Zepeda were Commission staff for part of this period.
[8] David Imamura, Esq. served on the Commission Board in 2023.

Hon. Selwyn Walters, *Chair*

André Early | Harry Singh

Thomas Koshy | Jennifer Bernhard

Administrative Law Judges

Administrative Law Judges preside over hearings in cases where the Commission or the Fair Housing Board has found probable cause to believe that a violation of the Human Rights Law or the Fair Housing Law may have occurred.

The following individuals served as Administrative Law Judges to the Commission and/or Fair Housing Board[9] in 2024:

Hon. Kim Berg
Hon. Kyle McGovern
Steven T. Sledzik, Esq.

Enforcement: The Human Rights Law and Fair Housing Law In Action

The Complaint Process

The Commission and Fair Housing Board are charged with enforcing the Human Rights Law and the Fair Housing Law, respectively.

Step 1: Complaint Initiation

A complaint can be initiated with the Commission or, in the case of housing complaints, the Fair Housing Board, in two (2) ways. First, the Executive Director of the Commission/Fair Housing Board is authorized to initiate a complaint where the Commission/Fair Housing Board believes that a respondent may have engaged in unlawful discriminatory conduct, typically where the alleged discrimination involves a pattern affecting the rights of more than one (1) person and/or discriminatory conduct involving one (1) person. More often, the complaint process begins when an individual contacts the Commission/Fair Housing Board to request assistance.

[9] Epifanio Castillo, Esq. served as an Administrative Law Judge to the Commission and/or the Fair Housing Board in 2023.

When a member of the public contacts the Commission/Fair Housing Board, the Commission/Fair Housing Board first determines whether it has jurisdiction over the potential claim(s). Generally, the Commission/Fair Housing Board has jurisdiction over allegations of discrimination in employment, public accommodations, housing, and credit lending that took place in Westchester County within the preceding year. Additionally, the Commission/Fair Housing Board has jurisdiction over claims of discriminatory harassment that took place after December 7, 2021 with the same one (1)-year time limitation to file an administrative complaint.

If the Commission/Fair Housing Board does not have jurisdiction, it refers the complaining individual to appropriate resources, if available. If a matter appears jurisdictional, the prospective complainant is provided with a complaint form. Once completed, the complaint form is reviewed, perfected, and filed by the Commission/Fair Housing Board. To assist complainants, the Commission provides notary services upon request.

Step 2: The Investigation

Once filed, the complaint is served upon the respondents (*i.e.*, the parties alleged to have discriminated) and a thorough, neutral investigation is commenced. The investigation typically includes interviewing parties and witnesses; conducting field visits; and requesting and reviewing all relevant documents and information. Concurrent with the investigations, the Commission/Fair Housing Board engages with the parties to attempt to conciliate each complaint. The Commission/Fair Housing Board investigators work to find creative ways to complete investigations that are both timely and thorough.

Step 3: The Determination and Order After Investigation

The purpose of the investigation process is to determine if sufficient evidence exists to establish "Probable Cause" to support the allegations in the complaint that the Human Rights Law or Fair Housing Law may have been violated, such that there is a public interest in advancing the matter to a public hearing. Where it finds that there is insufficient evidence to support the allegations, the Commission/Fair Housing Board issues a Determination of "No Probable Cause" and the complaint is then dismissed. Where the Commission/Fair Housing Board finds that there is sufficient evidence to support a finding of "Probable Cause", the matter is referred to a public hearing before an Administrative Law Judge.

Step 4: The Public Hearing

The Commission/Fair Housing Board's Administrative Law Judges preside over public hearings after findings of Probable Cause. Every party is given a full and fair opportunity to present their evidence and witnesses before the Administrative Law Judge. When the hearing has concluded, the Administrative Law Judge issues their Recommended Findings of Fact, Opinion, Decision, and Order. The Commission/Fair Housing Board then reviews the Recommendations of the Administrative Law Judge and issues a Final Determination and Order After Hearing, either affirming the Recommended Decision, or amending it as necessary. Final Orders are appealable to the State Supreme Court.

Operating Statistics

Requests for Assistance

In 2023, the Commission received six hundred forty-two (642) individual Requests for Assistance ("RFAs"). In 2024, the Commission received seven-hundred and four (704) individual RFAs. These represent an annual increase in community contacts. The number of filed complaints in 2023 and 2024 increased as well from sixty (60) complaints to eighty-eight (88) complaints, representing an increase of over forty-five (45) percent.

Complaints – Violations of the Human Rights Law or Fair Housing Law

Complaints by Basis

	Human Rights Law		Fair Housing Law		Total
Protected Group Identity	**2023**	**2024**	**2023**	**2024**	
Age	2	5	2	2	**11**
Alienage/Citizenship	0	1	1	1	**3**
Color	7	3	6	5	**21**
Co-op Disclosure	-	-	1	26	**27**
Disability	7	3	12	8	**30**
Domestic Violence/Sexual Abuse/Stalking	0	0	1	1	**2**
Ethnicity	9	8	12	6	**35**
Familial Status	1	3	3	0	**7**
Gender	6	4	7	4	**21**
Marital Status	0	0	2	2	**4**
Military Status	0	0	0	0	**0**
National Origin/Ancestry	3	4	9	4	**20**
Race	9	7	8	5	**29**
Religion	2	0	2	2	**6**
Retaliation	6	4	10	5	**25**
Salary Transparency	0	23	-	-	**23**
Sexual Orientation	4	0	3	1	**8**
Source of Income	-	-	4	9	**13**

The chart above shows the protected group identities of the complaints filed in 2023 and 2024. A complaint may allege discrimination based on multiple protected group identities.

In 2023, five (5) matters were withdrawn or administratively dismissed after a complaint was filed. The Commission/Fair Housing Board facilitated twelve (12) settlement conferences/mediations. Six (6) matters were referred to an Administrative Law Judge for public hearings.

In 2024, four (4) matters were withdrawn or administratively dismissed after a complaint was filed. The Commission/Fair Housing Board facilitated thirty-two (32) settlement conferences/mediations. Four (4) matters were referred to an Administrative Law Judge for public hearings.

The Commission/Fair Housing Board also strengthened their mediation program.

Co-op Disclosure

The table below shows the data regarding the cooperative disclosure provision of the Fair Housing Law.

Year	Cooperative Rejection Notices Received by the Commission[10]
Dec. 2018	4
2019	253
2020	183
2021	276
2022	306
2023	274
2024	226

Education and Outreach

The Commission continues to conduct robust education and outreach through its Education and Empowerment series in the community. In addition to enforcing the Human Rights Law and the Fair Housing Law, the Commission and Fair Housing Board conduct education and outreach regarding the laws and speak to the community about hate and bias. Several other County laws and Executive Orders direct the Commission's participation in other areas, including the Immigrant Protection Act, Safe Time Leave Law, and Language Access. Below is a snapshot of some key education and outreach highlights.

[10] The data in this chart reflects the date that the Commission received the rejection notice and not the date of the rejection.

2023 Highlights

In partnership with the Rye Human Rights Commission, the Commission organized a program celebrating the courage and tenacity of M. Paul Redd, a former member of the Human Rights Commission and a towering civil rights figure in the Westchester County community. In the late 1950s, Mr. Redd and his wife, Orial Redd, vigorously fought against housing discrimination they experienced in Rye. Mr. Redd and his family were denied housing at a cooperative because of their race. The Commission highlighted Mr. Redd's relentless efforts in court and administrative arenas to combat housing discrimination, and underscored the pivotal role of Dorothy Sterling, a key ally who had faced housing discrimination years earlier based on antisemitism. In one of the cases, the housing provider reportedly said, in sum or substance, "I have to think about the effect renting to African Americans would have on existing tenants and how that would endanger my investment in the property." Ultimately, the Redd family moved into the cooperative, and Mr. Redd eventually became the cooperative's president.

It is crucial to discuss incidents of discrimination that occurred within the County to foster awareness and promote justice. Continuing this theme, the Commission proudly collaborated with the Lenape Center to shed light on the history of the Lenape people in the Hudson Valley. The well-attended program at the County Center featured Curtis Zunigha, co-director of the Lenape Center, who delivered a moving presentation. Many attendees expressed gratitude for the opportunity to learn about the rich history and contributions of the Lenape people.

In celebration of Fair Housing Month, the Commission hosted a program focusing on the past, present, and future of fair housing. Despite over fifty-five (55) years having passed since the enactment of the Fair Housing Act, housing discrimination remains pervasive. Panelists included: Joshua Levin, the Commission's Fair Housing Director; Bryan Greene, Vice President of Policy Advocacy at the National Association of REALTORS; and Professor Debra Cohen of the Elisabeth Haub School of Law at Pace

University. Additionally, the Commission launched a successful fair housing campaign, with ads appearing on bus shelters throughout the County to inform residents of their rights.

During Asian American Pacific Islander Heritage Month, the Commission partnered with community groups for a film screening of "And Then They Came For Us." Attendees heard firsthand experiences from Takeshi "Tak" Furumoto, a survivor of a Japanese internment camp in California. His powerful testimony illuminated an often-overlooked chapter of American history and emphasized the importance of vigilance against injustice.

The Commission was proud to partner with CURE and a mosaic of community groups on the "5 Towns, 1 Book" series, which centered on Professor Soyica Colbert's book, *Radical Vision*, a biography of Lorraine Hansberry. The Commission's Executive Director**,** Tejash V. Sanchala**,** and Lynda Jones of Croton's Lorraine Hansberry Coalition interviewed Dr. Colbert about her book and Hansberry's tireless work to fight discrimination and injustice. Lorraine Hansberry, renowned for her acclaimed Broadway play *A Raisin in the Sun*, was a resident of Croton, New York.

In 2023, the Commission continued its impactful partnership with the District Attorney's Office, reaching over ten thousand (10,000) middle and high school students across Westchester County – inspired by Nelson Mandela's wisdom that "[n]o one is born hating another person because of the color of his skin, or his background, or his religion. People must learn to hate, and if they can learn to hate, they can be taught to love, for love comes more naturally to the human heart than its opposite." Equipped with that wisdom, these presentations provided students with practical tools to become upstanders, helped them recognize hate before it escalates, and taught them how to foster a culture of empathy and respect as the foundation for a more inclusive society. Additionally, the Commission presented to school superintendents and leaders at a symposium to share strategies and resources for combating antisemitism, Islamophobia, and other forms of discrimination, fostering a proactive and united approach to these challenges.

On June 6, 2023, the Commission partnered with a mosaic of approximately sixty (60) community and interfaith groups on the "Gather Against Hate" event in White Plains at Dr. Martin Luther King Jr. Plaza. Hundreds of attendees heard speakers from different community groups denounce hate and call for solidarity and unity. The Commission's Vice-Chair, Rev. Dr. Stephen Pogue, served as Master of Ceremonies of the event, and speakers included New York State Senate Majority Leader and "Mother of the Human Rights Commission" Andrea Stewart-Cousins, New York State Attorney General Leticia James, then-Westchester County District Attorney Miriam E. Rocah, and Chair of Westchester County Board of Legislators, Vedat Gashi. Westchester County Executive George Latimer provided moving closing remarks. The event was a powerful reminder of how strong we are when we unite together against the forces that seek to divide us.

The Commission also partnered with the New York State Department of Labor and local groups in Mamaroneck to discuss the intersectionality of wage theft and discrimination. According to the Economic Policy Institute, wage theft costs U.S. workers as much as fifty (50) billion dollars per year – more than robberies, burglaries, and motor vehicle thefts combined. Some incidents of wage theft include discrimination-related issues. The Commission provided insights on resources available when wage theft occurs alongside discrimination. This event was simultaneously translated into Spanish to reach a broader audience. To expand its outreach efforts beyond traditional means, the Commission joined the Westchester County Anti-Human Trafficking Task Force. Further, the Commission presented to immigrant communities about protections under the County's Human Rights Law and Fair Housing Law.

As has become our custom in recent years, the Commission also partnered on a coat drive that collected hundreds of coats, scarves, and hats for donation to individuals at homeless shelters.

To maintain its high level of visibility and robust community engagement, the Commission's team participated at every heritage fair and numerous other community events. Members of our team also travelled to national conferences in Colorado and Maryland to explore collaborative efforts and potential synergies with federal, state, and other County agencies. Locally, the Commission presented to the Westchester Municipal Officers Association to raise awareness of the Commission's resources.

The Commission partnered with The LOFT LGBTQ+ Community Center to speak at the Hudson Valley TransForum and the Rainbow Rally, standing in solidarity and speaking out against hate. The Commission works tirelessly to build community. The Commission's team, including its Deputy Director Julia De Persia, also presented on LGBTQ+ cultural competency issues to legal and community leaders during Pride Month and throughout the year.

Closing out the year, in December, the Commission presented at the United Nations Association's Human Rights Day program. We highlighted the robust anti-discrimination protections in the County's Laws and emphasized how everyone can play a role in fighting discrimination.

Finally, we remember and celebrate the late Harry Bright, a former Board Member of the Commission, who passed away on August 4, 2023. Like the late M. Paul Redd, Mr. Bright was a towering figure in the fight for civil rights within our community. His unwavering advocacy touched countless lives locally, nationally, and internationally, and his loss will be deeply felt by all who knew him and benefited from his unwavering commitment to justice. Executive Director Sanchala had the distinct honor of working alongside both Mr. Bright and Mr. Redd, and their passion for justice continues to inspire us all.

2024 Highlights

The Commission hosted a timely program on the differences between hate crimes, hate incidents, and discrimination. This program was held at the County Center and panelists included: Catalina Blanco-Buitrago, Esq., Senior Assistant District Attorney, Hate Crimes Unit, Westchester County District Attorney's Office; Mayo Bartlett, former head of the Hate Crimes Unit at the DA's Office, and consultant to the Human Rights Commission; and Tejash V. Sanchala, the Commission's Executive Director.

In response to rising attacks against the LGBTQ+ community, the Commission partnered with Nonprofit Westchester on a program: *Pronouns, Allyship and the LGBTQIA+ Community – What it Means and Why it Matters*. We talked about the importance of solidarity and how to be an ally.

The Commission continued its film series to shine a light on critical civil rights issues. In partnership with community organizations, the Commission participated in a film screening of *Photographic Justice: The Corky Lee Story*. Corky Lee, known as the self-proclaimed unofficial Asian American Photographer Laureate, dedicated his life and career to documenting Asian American social justice movements, using his passion for photography as a powerful tool for advocacy and social change. The panel discussion included the film's director, producers and individuals who knew Corky Lee personally. Next, in partnership with local bar associations and community organizations, the Commission hosted a screening of the documentary *How to Sue the Klan*, which tells the story of "how five Black women from Chattanooga used legal ingenuity to take on the Ku Klux Klan in a historic 1982 civil case, fighting to hold them accountable for their crimes and bring justice to their community. Their victory set a legal precedent that continues to inspire the ongoing fight against organized hate." The film's producers and members of the legal team shared their insights on this groundbreaking case. This case highlights a hate crime perpetrated by the KKK in Chattanooga, Tennessee in 1980, reminding us that hate is not consigned to ancient history.

During Fair Housing Month, the Commission hosted a fair housing educational program. In partnership with community organizations, the Commission facilitated solidarity building workshops. In partnership with HUD, the Commission launched an education and outreach campaign including digital billboards.

The Commission also participated in program entitled The American Dream & the Hansberry Family, hosted by the Lorraine Hansberry Coalition, featuring a Q&A with acclaimed journalist Natalie Y. Moore, who discussed fair housing related issues including Carl Hansberry's landmark 1940 Supreme Court case and her book *The South Side: A Portrait of Chicago and American Segregation*.

This overview represents a snapshot of the Commission's outreach efforts.

Finally, in February 2024, the Commission honored Eddie Mae Barnes, former Board Member, for her decades of service, community leadership and unwavering dedication to advancing human rights. Eddie Mae was genuinely touched by this recognition, creating a wonderful memory for her family and the Commission's family. Her passing in 2025 makes this tribute even more poignant. Rest in power, Eddie Mae.

Looking Forward to 2025

Through these initiatives, the Commission reaffirms its commitment to promoting equality, educating the public, and combatting discrimination. We look forward to continuing this vital work to create a more just and inclusive society as we step into our 25th year of fostering a community of understanding and respect, empowering the community, and enforcing the County's human rights laws.

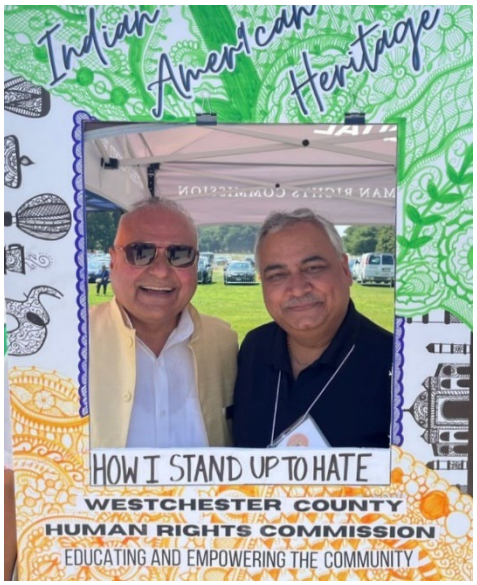
Scenes from 2023 and 2024

Commission Board Members, staff, and community members show how they stand up to hate at various festivals and celebrations.











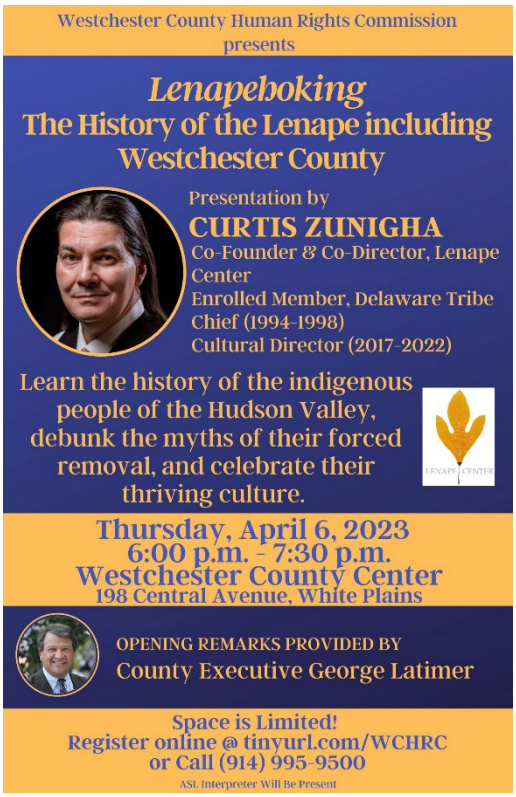








History of the Lenape in the Hudson Valley Program at Westchester County Center







Members of the Commission's Team in 2023



(Left to Right) Niurky Reynoso, Shivani Patel, John Baker, Joshua Levin, Tejash V. Sanchala, Jamie Yu-Zepeda, Julia De Persia and Shepard Verbas.



(Left to Right) Catalina Blanco Buitrago, Mayo Bartlett and Tejash V. Sanchala speak at a local high school on ways to combat hate.



(Left) Commission participates in the Rainbow Rally Against Hate (Left to Right, Tejash V. Sanchala, Diamondy Doux (DD), Julia De Persia.



(Right) Tejash V. Sanchala speaks at the Rainbow Rally in White Plains organized by The LOFT LGBTQ+ Community Center.



(Left) Commission presents at the Hudson Valley Trans Forum, organized by The LOFT LGBTQ+ Community Center.

(Left to Right) Tejash V. Sanchala, Shain Filcher, Esq., Executive Director of the LGBT Bar Association of New York, and Shepard Verbas.

Honoring former Human Rights Commission Board Member the late M. Paul Redd and his fight for fair housing in Rye



(Left) Paul Redd, Jr. and County Executive George Latimer.

(Right) The Commission partnered with the Rye Human Rights Commission and Rye Historical Society.

(Left to Right) Ingram Taylor, Mayo Bartlett, Paul Redd, Jr., Rita Capek, Tejash V. Sanchala, and Joshua Levin.



Engaging with National and Local Partners



(Left) Commission's partners at HUD and local fair housing leadership at Westchester Residential Opportunities, Inc.

(Left to Right) Marlene Zarfes, Andrew Smith, Demetria McCain, and Tejash V. Sanchala) at a HUD Conference in Denver.

(Right) Engaging with other County partner agencies in NYS.





(Left) Joshua Levin speaking with community leaders at event in Greenburgh.



(Above) Shepard Verbas at Yonkers Dominican Festival.



(Above) Commission Board Member Maria Amado and Tejash V. Sanchala at Hispanic Heritage Event.

(Below) Tak Furumoto, Japanese Internment Camp Survivor, Koji Sato, President of the Japanese American Association, and Tejash V. Sanchala.



(Below) Harry Singh and Tejash V. Sanchala at India Independence Event in Yonkers.



Gather Against Hate



(Above) County Executive George Latimer speaking to attendees at Gather Against Hate event in June 2023 in White Plains.

A look at Outreach in 2024



(Above) New York State Senate Majority Leader Andrea Stewart-Cousins, the "Mother of the Human Rights Commission" with Executive Director Tejash V. Sanchala and Education and Outreach Coordinator Shepard Verbas.



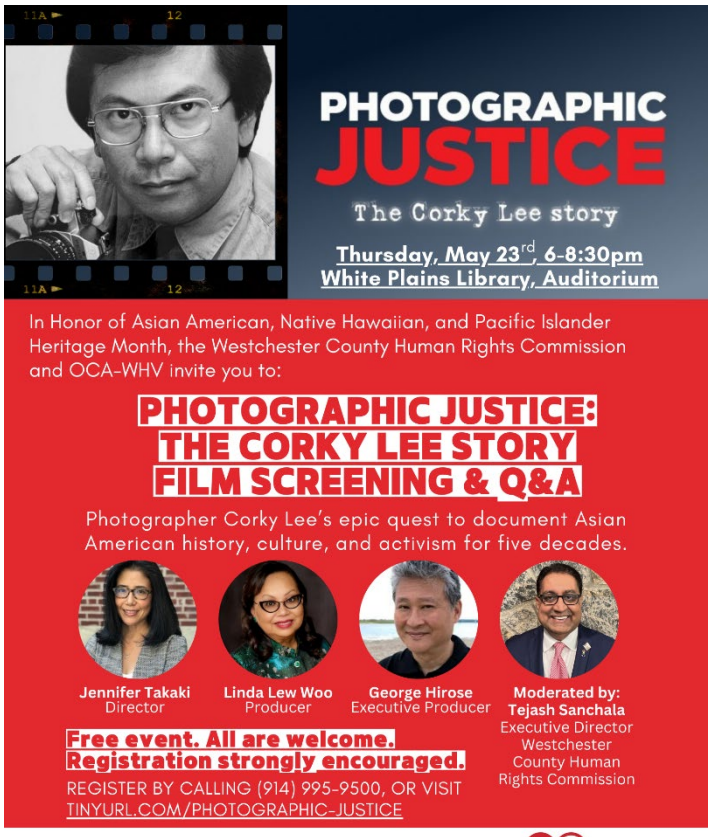
Members of the Commission's Team in 2024



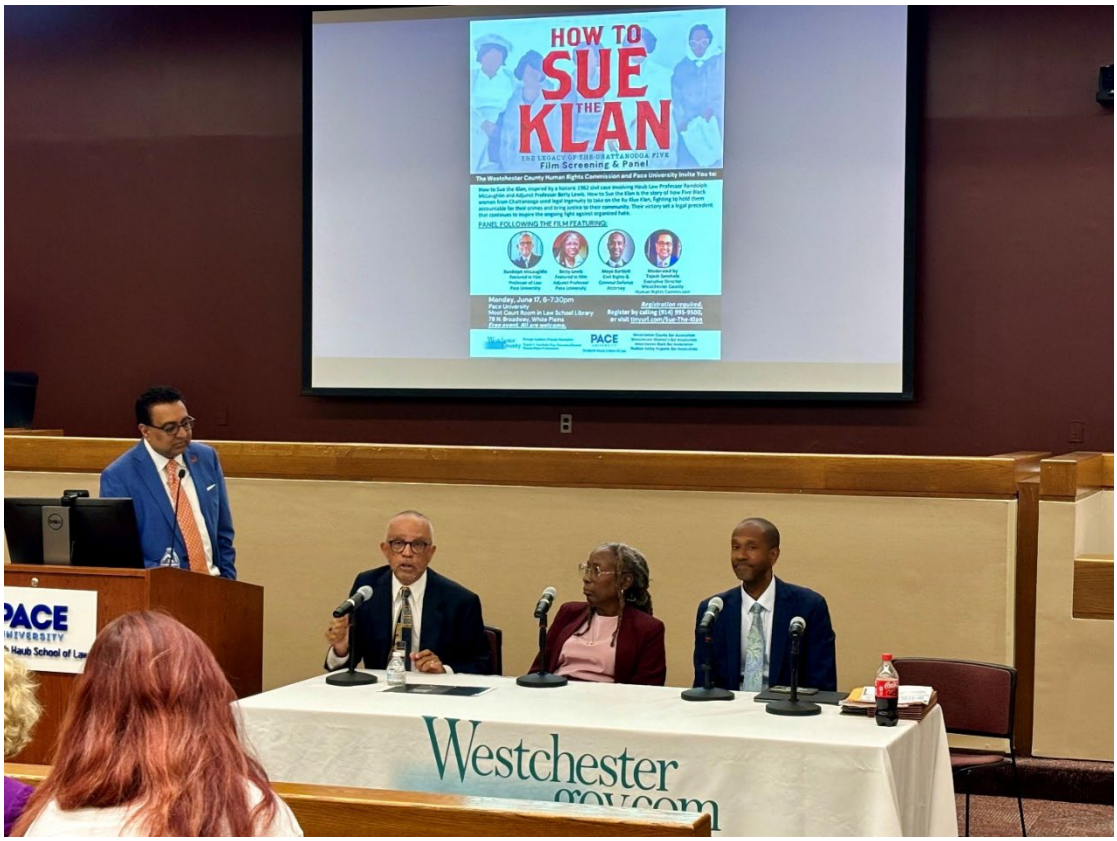


Film Screening Series: Photographic Justice The Corky Lee Story

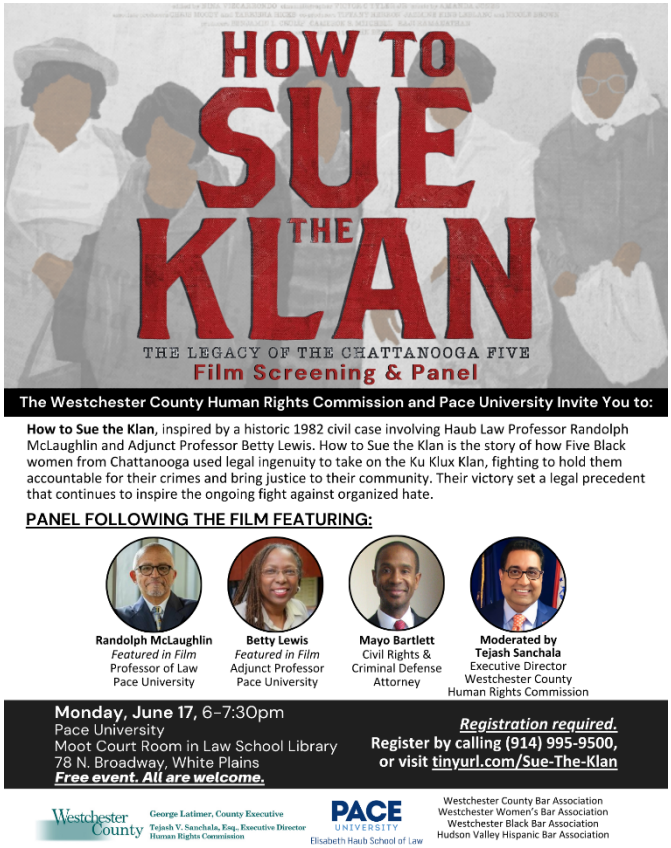




Film Screening Series: How to Sue the Klan



(Above) Panel discussion after the film screening with Prof. Randy McLaughlin, Prof. Lewis, Mayo Bartlett and Tejash V. Sanchala.



Celebrating Hon. Eddie Mae Barnes, former Commission Board Member



(Left) County Executive Latimer and Commission Chair Rev. Dalton present Eddie Mae Barnes with a proclamation for her years of service.

(Below) Eddie Mae Barnes and County Executive Latimer, Deputy County Executive Jenkins and County Legislators Williams-Johnson, Imamura, Pierce and Ulaj with Commission Chair Rev. Dalton and Tejash V. Sanchala.





(Left) White Plains Mayor Thomas Roach unveils a street sign dedicated to former Commission Board Member Harry Bright with Harry's daughter Miriam Bright.



(Right) Executive Director Tejash V. Sanchala presents at Mercy University in Dobbs Ferry.

Pride & Heritage Festivals



(Left) Commission team members including Board Members Jenny Bernhard and Tom Watson at Westchester Pride.



(Left) Commission team members including Board Member Sam Gomez at Yorktown Pride.



(Left) County Executive Latimer, State Senator Shelley Mayer, Greenburgh Town Councilperson Ellen Hendrickx, Director Crystal Collins and Commission team members.

(Right) Commission team members (including Board Member Selwyn Walters) with community leaders at the African American Heritage Festival.





(Left) Education and Outreach Coordinator Shepard Verbas at Senior Law Day in White Plains.



(Left) Deputy Director Julia De Persia and Education and Outreach Coordinator Shepard Verbas engaging with the public.

VILLAGE OF TARRYTOWN PLANNING BOARD STATE ENVIRONMENTAL QUALITY REVIEW NOTICE OF INTENT TO BECOME LEAD AGENCY

This notice is issued pursuant to Part 617 of the implementation of regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Planning Board of the Village of Tarrytown ("Planning Board") hereby declares its intent to serve as Lead Agency för the proposed application by the Applicant, River Edge Associates LLC ("Applicant"), contract vendee of the property located at 0 Division Street ("Property" or "Site"). The Applicant is seeking site plan approval to amend the Hudson Harbor Project with the final Phase 5 which is proposed to consist of approximately 102,000-sf, 4-story residential building with a total of 81 residential units and 1,500-sf of rooftop amenity space and 157 parking spaces. The site is approximately 2.12 acres and is located in the Waterfront General Business District ("WGBD"). The site is located at 0 Division Street and along Hudson View Way. It is Lot 9 in the Hudson Harbor development. It is currently improved with an unused parking lot, and is labeled as buildings "Q, R and S" in the Amended SEQRA Findings Statement dated June 19, 2006. The Property is part of the previously approved Hudson Harbor development and is the last phase (Phase 5) of that project which has not yet been completed.

The original SEQRA Findings dated February 6, 2006 provided that *"all roadways and sidewalks within the project site must be built to public road and sidewalk standards and dedicated to the Village as public roadways and sidewalks, unless an exemption is granted by the Planning Board during site plan review.* ***The Applicant will be required to prepare a plan showing the roadways and sidewalks network within the project and their ability to meet these standards for dedication to the Village*** for review and final approval by the Planning Board. The original SEQRA Findings provided for a total of 871 parking spaces, which will not be impacted by the Phase 5 project. The Planning Board will require the specific location of all parking spaces on the Site to be finalized as part of the site plan approval process. The Applicant will cooperate with National Resources (the Master Developer) to close out the Hudson Harbor Project including the use of the Cooney Building and the Open Space Garden on the Cooney lot.

Please be advised that an Environmental Assessment has been prepared and is attached with the proposed amended site plan. The determination made for the proposed action is a Type I action.

If, within 30 days of mailing this notification, no Involved Agency submits a written objection to the Planning Board. The Planning Board said that the Planning Board shall serve as Lead Agency pursuant to 6 N.Y.C.R.R. Part 617.

Name of Action: The Gatehouse – Hudson Harbor Phase 5

Date: December 3, 2025

SEOR Status: Type I Action

Description of Action: Amend the Site Plan for Hudson Harbor to allow the proposed construction of 81 residential apartment units and 157 parking spaces.

Location: The site is located at Hudson View Way & Division Street in the WGBD Zone

Contact Person: Nina Scalercio, Secretary to the Planning and Zoning Boards
Village of Tarrytown Planning and Zoning Department, One Depot Plaza
Tarrytown, NY 10591 - (914) 631-1487

Agency Circulation: This notice is being sent to the following Involved Agencies along with Part 1 of the Full Environmental Assessment Form.

Honorable Mayor Karen Brown and Village Board of
Trustees of the Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Village of Tarrytown Zoning Board of Appeals
One Depot Plaza
Tarrytown, NY 10591
Attn: Sally Lawrence, Chair

Village of Tarrytown Architectural Review Board
One Depot Plaza
Tarrytown, NY 10591
Jane Greenwood, Chair and Members of the ARB

INTERESTED AGENCIES:

Donato R. Pennella, Village of Tarrytown Engineer
One Depot Plaza
Tarrytown, NY 10591

Village of Tarrytown Department of Public Works
4 Division Street
Tarrytown. NY 10591
Attn: Lou Martirano, Superintendent

Village of Tarrytown Fire Department
P.O. Box 158
Tarrytown, NY 10591
Attn: Chief Derivan

Tarrytown Village Police Department
One Depot Plaza
Tarrytown, NY 10591
Attn: Chief Barbelet

Tarrytown Environmental Advisory Council (TEAC)
Village of Tarrytown 1 Depot Plaza
Tarrytown, NY 10591
Attn: Rachel Tieger and Dean Gallea- Co- Chairs

INTERESTED AGENCIES (continued):

Village Agencies:

Mayor Martin Rutyna
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, NY 10591

Village Administrator Charles Hessler
Village of Irvington
85 Main Street
Irvington, NY 10533

Mayor Robert Williams
Village of Elmsford
15 South Stone Avenue
Elmsford, NY 10523

Town Agency:

Supervisor Paul Feiner
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

Town Clerk Lisa Maria Nero
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

Garret Duquesne, AICP
Town of Greenburgh
Commissioner of Community Development & Conservation
177 Hillside Avenue
Greenburgh, NY 10607

Supervisor Carl Fulgenzi
Town of Mt. Pleasant
One Town Hall Plaza
Valhalla, NY I0595

Westchester County Agencies:

Planning Commissioner, Blanca Lopez
Westchester County Department of Planning
Westchester County Office Building
148 Martine Avenue, Room 432
White Plains, NY 10601

Westchester County Board of Legislators
Westchester County Office Building
148 Martine Avenue – 8th Floor
White Plains, NY 10601

Westchester County Department of Health
145 Huguenot Street 8th Floor
New Rochelle, NY 10801

Westchester County Department of Environmental Facilities
270 North Avenue, 6th Floor .
New Rochelle, NY 10801

NYS Agencies:

New York State Department of Environmental Conservation
Environmental Notice Bulletin
625 Broadway, 4th Floor
Albany, NY 12233-1750

NYS Department of Transportation
SEQR Unit
Traffic Engineering & Safety Division, Region 8
4 Burnett Boulevard
Poughkeepsie, NY 12603

NYS Thruway Authority
Administrative Headquarters
200 Southern Blvd.
P.O. Box 189
Albany, NY 12201-0189
Attn: SEQRA Officer

Historic Hudson Valley
638 Bedford Road
Tarrytown, NY 10591

Other and Federal

Louis Oliva, Deputy General Counsel - Environmental
MTA Headquarters
2 Broadway
New York. NY 10004

Superintendent of Schools
Public Schools of the Tarrytowns
200 North Broadway
Sleepy Hollow, NY 10591

Tarrytown Municipal Housing Authority
Wilfredo Gonzalez, Director
50 White Street
Tarrytown, NY 10591

New York State Homes and Community Renewal
641 Lexington Avenue
New York, NY 10022

New York State Energy Research and Development Authority (NYSERDA)
17 Columbia Circle
Albany, NY 12203-6399

MTA Construction and Development
420 Lexington Avenue – 12th Fl, New York, NY 10170
Attn: Robyn M. Hollander**,** AICP, Dep, Director-MNR-Station Area Planning and TOD

U.S. Army Corps of Engineers**,** New York District Regulatory Branch
Jacob Javits Federal Building
26 Federal Plaza, New York, NY 10278

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: The Gatehouse		
Project Location (describe, and attach a general location map): Hudson View Way & Division Street, Tarrytown NY 10591; Tax ID: 1.40-4-19		
Brief Description of Proposed Action (include purpose or need): Redevelopment of the +/-2.13 ac property located along the north side of Hudson View Way Avenue and bounded by Division Street to the west. The property was most recently occupied by commercial uses. The proposed development will consist of an approximately 102,000 s.f., 4-story apartment building, including 84 residential units. Vehicle access to the parking areas will be provided along Division Street and Hudson View Way.		
Name of Applicant/Sponsor: River Edge Associates, LLC	Telephone: 914-447-7622 E-Mail: ralph@rmadevelopment.com	
Address: 108 South Main Street, Suite 1		
City/PO: Port Chester	State: NY	Zip Code: 10573
Project Contact (if not same as sponsor; give name and title/role): Same as Applicant/Sponsor	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes ☑No		
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Tarrytown Planning Board: Site Plan Approval; Lead Agency for SEQRA	10/27/2025
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes ☐No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes ☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

Remediaton Sites:C360064

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
WGBD (Waterfront General Business District)

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Tarrytown

b. What police or other public protection forces serve the project site?
Tarrytown PD

c. Which fire protection and emergency medical services serve the project site?
Tarrytown FD

d. What parks serve the project site?
Scenic Hudson River Walk

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 2.13 acres
b. Total acreage to be physically disturbed? 2.13 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.13 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 1
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	81
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

i*v.* Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☑ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☑ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: 12,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑ Yes ☐ No

If Yes:

- Name of district or service area: Tarrytown Water Supply
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☑ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☑ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: 10,800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary wastewater

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: Saw Mill
- Does the existing wastewater treatment plant have capacity to serve the project? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No

- Do existing sewer lines serve the project site? ☑ Yes ☐ No
- Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☑ No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☑ No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 1.71 acres (impervious surface)

_____ Square feet or 2.04 acres (parcel size)

ii. Describe types of new point sources. No new point sources, the storm pipes are being tied into the existing system.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Into the existing municipality's stormwater system which drains into the Hudson River

- If to surface waters, identify receiving water bodies or wetlands: Hudson River
- Will stormwater runoff flow to adjacent properties? ☑ Yes ☐ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑ Yes ☐ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☑ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☑ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☑ No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☑ Morning ☑ Evening ☐Weekend

☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing 0 Proposed 157 Net increase/decrease 157

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

Improvement to the surrounding unfinished roads

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☑Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Typical as associated with construction activities, vehicles, & equipment

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Residential wall mounted light fixtures around the building to be designed per local standards

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

_____

_____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

_____

_____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

_____

_____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

_____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

_____

_____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

_____

_____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2.04	1.71	-0.33
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0.33	+0.33
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☑ Yes ☐ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☑ Yes – Environmental Site Remediation database Provide DEC ID number(s): C360064

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 546031, 360011, 360084, C360064, C360070, C3600...

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Brownfield Cleanup Program - Site Code: C360064 - Site Classification: C. Remedial action completed and Certificate of Completion issued by NYSDEC on June 28, 2007.

v. Is the project site subject to an institutional control limiting property uses? ☑ Yes ☐ No

- If yes, DEC site ID number: C360064 (Formerly V00167-3)
- Describe the type of institutional control (e.g., deed restriction or easement): Environmental Easement
- Describe any use limitations: Use of the site is compliant with the environmental easement
- Describe any engineering controls: Groundwater Monitoring Wells, Annual Site Inspections
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain:

The work is within the redevelopment criteria.

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6.56 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:
Urban Fill 100 %
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: >6.56 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe:

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☑ Yes ☐ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

Tidal River

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: 74248.64 acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

If Yes:

i. Species and listing (endangered or threatened): _____

Shortnose Sturgeon, Atlantic Sturgeon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No

If Yes:

i. CEA name: Hudson River

ii. Basis for designation: Exceptional or unique character

iii. Designating agency and date: Date:1-31-90, Agency:Westchester County

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

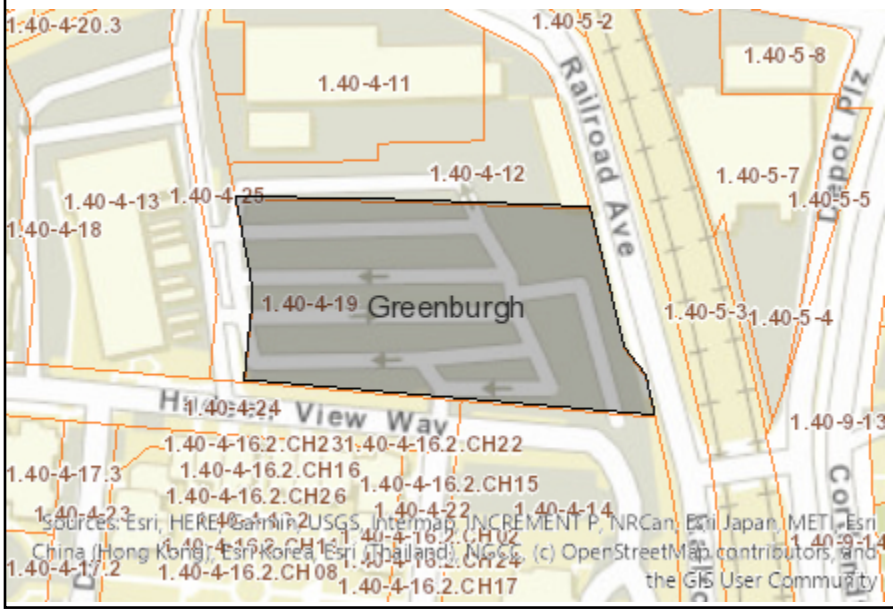
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Ralph Rossi Date 11/5/25

Signature _____ Title Managing Member.

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:C360064
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C360064
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031, 360011, 360084, C360064, C360070, C360070B, C360252
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Tidal River
E.2.n.i [Natural Communities - Acres]	74248.64
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Shortnose Sturgeon, Atlantic Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Date:1-31-90, Agency:Westchester County
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

SEQR
Intent to be Lead Agency

This notification is for the purpose of designating a lead agency according to the requirements of Part 617 of New York State Environmental Conservation Law for the following proposed action:

MEMO TO:	ALL INTERESTED AND INVOLVED AGENCIES
FROM:	Village of Ardsley Board of Trustees 507 Ashford Avenue Ardsley, NY 10502
PROJECT TITLE:	Stormwater Improvements Powderhorn Road Capt. Honeywells Road Ardsley, NY 10502
DISTRIBUTION DATE:	November 18, 2025; Reply date no later than December 19, 2025

Stormwater Improvements Roughly Bounded by Powderhorn Road,
Heatherdell Road, and Chimney Pot Road and including Capt. Honeywells Road

The Village of Ardsley Board of Trustees is proposing a flood mitigation improvement program which has received financial assistance from Westchester County. The project includes improvements to the local stormwater management system including catch basins, curbing, milling and paving of the local road network, installation of corrugated polyethylene pipes and drainage manholes. See also attached documentation.

Contact Person: Larry Tomasso, Building Inspector
507 Ashford Avenue
Ardsley, NY 10502
T. 914-693-1550
Email: LTomasso@ardsleyvillage.gov

At a regularly scheduled meeting of the Village Board of the Village of Ardsley, held at Village Hall 507 Ashford Avenue, Ardsley, New York on the November 17, 2025 at 8:00 o'clock p.m.

RESOLUTION OF THE VILLAGE BOARD DETERMINING THAT THE PROPOSED ACTION, STORMWATER IMPROVEMENTS TO AN AREA ROUGHLY BOUNDED BY POWDERHORN ROAD, HEATHRDELL ROAD, CHIMNEY POT ROAD AND BEACON HILL ROAD AND INCLUDING CAPTAIN HONEYWELLS ROAD IN THE VILLAGE OF ARDSLEY, IS AN UNLISTED ACTION AND PROVIDING FOR COORDINATED REVIEW UNDER SEQRA BY DECLARING THEIR INTENT TO ACT AS LEAD AGENCY UNDER SEQRA:

Board Member _____ presented the following resolution which was seconded

by Board Member _____.

WHEREAS, the Village of Ardsley has applied for and received funding from Westchester County for the implementation of certain stormwater management improvement to be made in an area roughly bounded by Powderhorn Road, Heatherdell Road, Chimney Pot Road and Beacon Hill Road (the "Subject Site"); and

WHEREAS, the proposed project includes improvements to the local stormwater management system including catch basins, curbing, milling and paving of the local road network, installation of corrugated polyethylene pipes and drainage manholes (the "Proposed Action"); and

WHEREAS, as part of the materials provided by the Village included a proposed Drainage Improvement Project Plan prepared by Hahn Engineering and

WHEREAS, the Village Board has reviewed the applicable standards of SEQR 6 NYCRR Part 617.6(b), and concluded that it should be designated as the lead agency in the coordinated environmental review of the Proposed Action, as it is the local agency with the broadest governmental powers to investigate the impacts of the Proposed Action; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board, pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") specifically §617.4 and §617.5 and, hereby determines that the Action is subject to SEQR and is an Unlisted Action; and

BE IT FURTHER RESOLVED, that the following agencies identified as part of the EAF and with the assistance of staff, using all due diligence, are interested or involved agencies for

the Proposed Action and should be provide a copy of this Notice of Intent to Act as Lead Agency:

Village of Ardsley Planning Board

Westchester County Board of Legislators

Westchester County Department of Health

Westchester County Department of Planning

New York State Department of Environmental Conservation; and

BE IT FURTHER RESOLVED, that the Village Board hereby directs that a Lead Agency Coordination Notice be circulated among interested and involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Village Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that a minimum of 30 days to comment on the Board's Intent to Act as Lead Agency and that any correspondence on this matter be directed to the Office of the Building Inspector, 507 Ashford Avenue, Ardsley, NY 10502.

Vote: _____ Aye _____ No

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Powderhorn Road and Captain Honeywells Road Stormwater Improvements

Project Location (describe, and attach a location map):

Area between Powderhorn Road and Captain Honeywells Road Ardsley NY

Brief Description of Proposed Action:

Installation of a stormwater conveyance system on Powder Horn Road and Captain Honeywells Road and its connection to the village stormwater system on Heatherdell Road

Name of Applicant or Sponsor:	Telephone: 914-693-15550
Village of Ardsely	E-Mail: jcerretani@ardsleyvillage.gov

Address:

507 Ashford Avenue

City/PO:	State:	Zip Code:
Ardsley	NY	10502

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Westchester County	☐	☑

3. a. Total acreage of the site of the proposed action? 8.55+/- acres
   b. Total acreage to be physically disturbed? <1 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90	☐	☑

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: Not applicable	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: Not applicable	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: Not Applicable	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: No wetland present on subject area confirmed through West. Co. GIS		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe: _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Village of Ardsley  Date: 11/8/25

Signature: _____ Title: Planning Consultant to the Village

PRINT FORM



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Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project Number: _____
(County use only)

Westchester County

STORMWATER MANAGEMENT LAW
FLOOD MITIGATION PROJECT
APPLICATION FORM

Complete Section 1 and submit along with any available supporting information to the Commissioner of Planning. A meeting with County staff will be scheduled to review the proposal. After initial review, a full application with information addressing the remaining sections will be required for detailed review.

1.0 PROJECT INFORMATION

Project Name: Powder Horn Road & Captain Honeywells Road Drainage Improvement Project

Project Description: Installation of a stormwater conveyance system on Powder Horn Road and Captain Honeywells Road and its connection to the village stormwater system on Heatherdell Road

Municipality: Village of Ardsley

Contact Name and Title: Joseph L. Cerretani, Village Manager

Address: 507 Ashford Avenue Ardsley, NY 10502

Phone: (914) 693-1550 E-Mail: jcerretani@ardsleyvillage.gov

Does the municipality control the property? ☑ Yes ☐ No

If no, have written agreements been secured from all property owners? ☐ Yes ☐ No

Has an engineering analysis been performed? ☑ Yes (attach a copy) ☐ No

If yes, does the engineering analysis address **all** items listed in Section 3? ☐ Yes ☐ No

Has SEQR been completed? ☐ Yes (attach a copy) ☑ No

Stormwater Reconnaissance Plan: _____

Flood Problem Area ID: _____ Flood Study ID: _____

Funding Request for:

Phase I: ☐ Engineering (design development and cost estimates)

Phase II: ☐ Construction Documents and Bid Specifications

☑ Construction Implementation

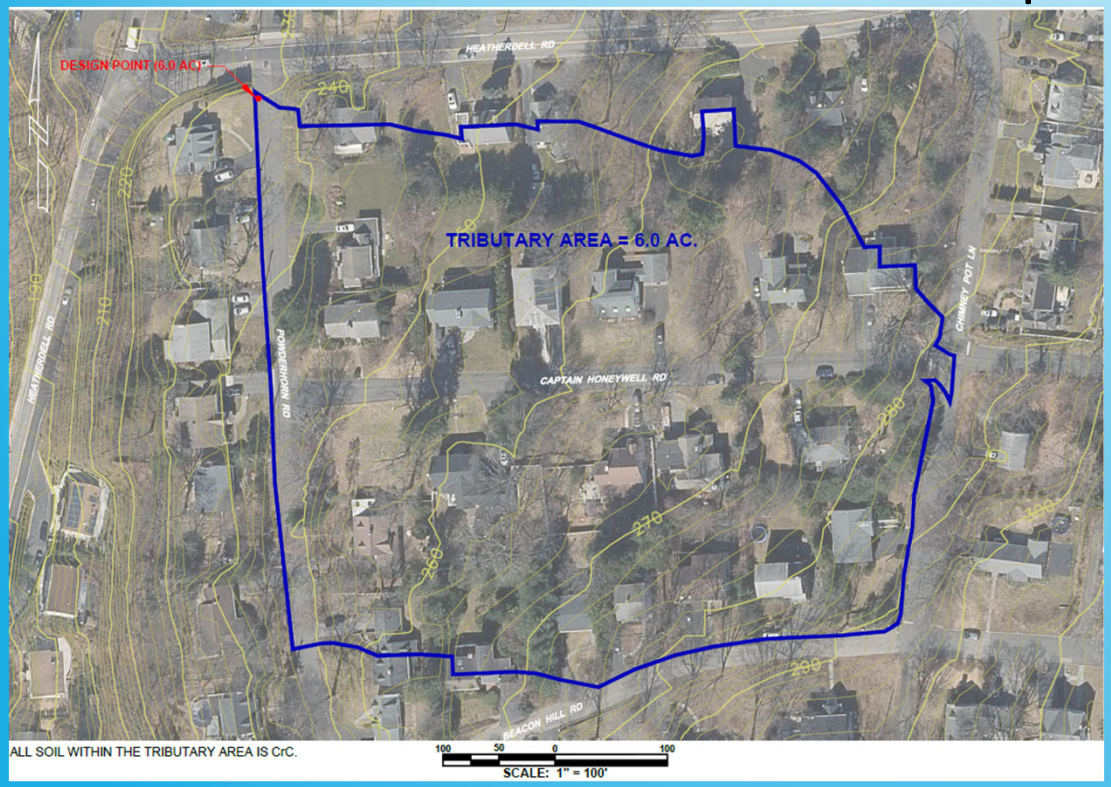
Total Project Cost: $1,026,105

Requested County Funding Assistance: $513,052.50

Local Funding Amount and Source: $513,052.50

Please attach information describing the competitive process used to select the consultant as well as consultant qualifications. Note that the County will review the proposals and may not approve funding for specific project components or fully fund the amounts requested.

Ardsley Stormwater Project
Powder Horn Road and Captain Honeywells Road



Westchester County Flood Mitigation Program
Presentation to Stormwater Advisory Board
Thursday, October 23

State Environmental Quality Review

NOTICE OF INTENT TO ACT AS LEAD AGENCY

This Notice is issued pursuant to 6 N.Y.C.R.R. Part 617 of the regulations implementing Article 8 (State Environmental Quality Review Act, or "SEQRA") of the Environmental Conservation Law. The City of Mount Vernon City Council ("City Council") is in receipt of a Petition submitted by Grace Baptist Church ("Petitioner") to amend the Zoning Ordinance and Zoning Map of the City of Mount Vernon ("Petition") to permit Petitioner's Project (as defined herein) to be developed on three adjacent lots known as 70 South Sixth Avenue, 60 South Sixth Avenue, and 47 Second Street West, designated on the City of Mount Vernon Tax Map as Section 165.78, Block 3068, Lots 15, 16 and 36 ("Property").

The City Council hereby declares its intention to act as the Lead Agency for the Proposed Action identified below. **Unless written objections are received from any involved agency by November 27, 2025 (30 days from the issuance of this Notice), the City Council will be established as Lead Agency for the Coordinated SEQRA Review of the Proposed Action.**

Enclosed with this Notice is the Environmental Assessment Form (EAF) and the Zoning Petition which has been submitted by the Petitioner to the City Council on or around June 11, 2025.

Date: October 28, 2025

Name of Action: The Grace

SEQRA Classification: Type I

Description of Action:

The Proposed Action involves the proposed amendments to the Zoning Ordinance and Zoning Map of the City of Mount Vernon to permit a 15-story mixed-use building, consisting of approximately 262 affordable dwelling units (for families at or below 80% of the Area Median Income for Westchester County), office space which will be utilized by the Grace Baptist Church (±6,948 sf) and municipal offices (±5,000 sf), approximately 114 structured off-street parking spaces, and resident amenities (collectively, "Project").

The Property is located in the NB Neighborhood Business District and RMF-6.75 Multifamily Residence District. The Project as proposed is not presently permitted in either District, necessitating the requested Zoning Ordinance and Zoning Map amendments.

The City Council is the approval authority with respect to the Zoning Petition.

The Proposed Action also requires Site Plan approval. The City Planning Board is the approval authority with respect to the Site Plan application. The City Architectural Review Board is the approval authority with respect to a Certificate of Appropriateness, which will be required for the Project.

Location: The three adjacent tax lots comprising approximately 27,653 square feet (±0.63 acres), the properties known as 70 South Sixth Avenue, 60 South Sixth Avenue, and 47 Second Street West, designated on the City of Mount Vernon Tax Map as Section 165.78, Block 3068, Lots 15, 16 and 36.

Proposed Lead Agency: City of Mount Vernon City Council
1 Roosevelt Square
Mt. Vernon, NY 10550

Contact Person: Danielle Browne, Esq., City Council President
1 Roosevelt Square
Mt. Vernon, NY 10550
Telephone No.: (914) 665-2398

A Copy of this Notice Has Been Sent to the Following Involved & Interested Agencies:

City of Mount Vernon Planning Board
1 Roosevelt Square
Mt. Vernon, NY 10550
Attn: Darryl Selsey, Chair

City of Mount Vernon Architectural Review Board
1 Roosevelt Square
Mt. Vernon, NY 10550
Attn: Robin Myers, Chair

Westchester County Department of Health
145 Huguenot Street
New Rochelle, NY 10801
(914) 813-5000

Westchester County Planning Department
148 Martine Avenue, Room 432
White Plains, NY 10601
Attn: Bernard Thombs, Chair

Copy of this Notice on file with:

Office of the City Clerk
City of Mt. Vernon
1 Roosevelt Square
Mt. Vernon, NY 10550
Attn: Nicole Bonilla, City Clerk

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, DECLARING INTENT TO SERVE AS LEAD AGENCY PURSUANT TO SEQRA FOR A PETITION SEEKING ZONING TEXT AND MAP AMENDMENTS AND RELATED LAND USE APPROVALS BY GRACE BAPTIST CHURCH, AND REFERRING THE PETITION TO THE CITY CORPORATION COUNSEL, CITY PLANNING BOARD, AND WESTCHESTER COUNTY PLANNING BOARD

WHEREAS, the City Council of the City of Mount Vernon is in receipt of a Petition submitted by Grace Baptist Church ("Petitioner") to amend the Zoning Ordinance and Zoning Map of the City of Mount Vernon ("Petition") to permit Petitioner's Project (as defined herein) to be developed on three adjacent lots known as 70 South Sixth Avenue, 60 South Sixth Avenue, and 47 Second Street West, designated on the City of Mount Vernon Tax Map as Section 165.78, Block 3068, Lots 15, 16 and 36 ("Property"); and

WHEREAS, Petitioner is the owner of the Property, which comprises approximately 27,653 square feet (±0.63 acres); and

WHEREAS, the Property is located in two zoning districts, the NB Neighborhood Business District and the RMF-6.75 Multifamily Residence District; and

WHEREAS, Petitioner's stated purpose of the requested Petition is to permit the construction of a 15-story mixed-use building, consisting of approximately 262 affordable dwelling units (for families at or below 80% of the Area Median Income for Westchester County), office space which will be utilized by the Grace Baptist Church (±6,948 sf) and municipal offices (±5,000 sf), approximately 114 structured off-street parking spaces, and resident amenities ("Project," collectively with the Petition, "Proposed Action"); and

WHEREAS, the Project as proposed is not presently permitted in either the NB Neighborhood Business District or the RMF-6.75 Multifamily Residence District; and

WHEREAS, on or about June 11, 2025, Petitioner submitted to the City Council the Petition, together with a conceptual site plan, floor plans, and renderings; and

WHEREAS, pursuant to the State Environmental Quality Review Act and its implementing regulations at 6 N.Y.C.R.R. Part 617 (collectively, "SEQRA"), Petitioner submitted to the City Council a Full Environmental Assessment Form Part 1 ("EAF") for the Proposed Action, dated September 12, 2025; and

WHEREAS, as described in the EAF, the Proposed Action includes the requested Petition and the redevelopment of the Property for the Project as further described in Petitioner's application materials; and

WHEREAS, the Proposed Action is a Type I action under SEQRA; and

WHEREAS, the Proposed Action has been designed to be consistent with the recommendations and guiding principles of the City Council's Downtown Vision Report, adopted January 2024, which encourages increased density, affordable housing, and walkable mixed-use development in the downtown area; and

WHEREAS, the City Council is the approval authority for the Petition; and

WHEREAS, the City Council desires to designate its intent to serve as Lead Agency for the coordinated review of the Proposed Action pursuant to SEQRA; and

WHEREAS, the City Council is required to refer the Petition to the Corporation Counsel and Planning Board for their respective reviews and reports pursuant to Section 267-59 of the Zoning Ordinance; and

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WHEREAS, Section 267-59 of the Zoning Ordinance requires the Corporation Counsel and the Planning Board to report their respective recommendations to the City Council with respect to the Petition within 30 days after referral; and

WHEREAS, the City Council is also required to refer the Petition and EAF to the Westchester County Planning Board pursuant to Section 267-62 of the Zoning Ordinance and Section 239-m of the General Municipal Law: **NOW, THEREFORE, BE IT**

RESOLVED, that the City Council hereby declares its intent to serve as Lead Agency for the SEQRA review of the Proposed Action; and **BE IT FURTHER**

RESOLVED, that the City Council authorizes the City Clerk to circulate its Notice of Intent to declare itself as Lead Agency to all known Involved and Interested Agencies, together with the Petition and EAF, notifying them that the Council intends to serve as Lead Agency for the purpose of conducting a coordinated review of the potential environmental impacts of the Proposed Action under SEQRA; and **BE IT FURTHER**

RESOLVED, that the City Council authorizes the City Clerk to refer the Petition to the City of Mount Vernon Corporation Counsel and Planning Board for their respective reports pursuant to Section 267-59 of the Zoning Ordinance; and **BE IT FURTHER**

RESOLVED, that the City Council authorizes the City Clerk to refer the Petition and EAF to the Westchester County Planning Board in accordance with Section 267-62 of the Zoning Ordinance, and Section 239-m of the General Municipal Law; **BE IT FURTHER**

RESOLVED, that this Resolution shall take effect immediately.

Vote Taken As Follows: 10/8/2025
Boxhill: Yea Gleason: Yea
Poteat: Yea Thompson: Yea
Browne: Yea Ordinance Adopted

APPROVED AS TO FORM
Assistant Corporation Counsel

OCT 9 2025
Date

Mayor

Councilperson

THIS ORDINANCE ADOPTED BY CITY COUNCIL

President

ATTEST
City Clerk

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This is a safe-printed document.
The original attachment had 11 page(s).
Safeprint maximum page count configuration is 10 page(s).
Number of pages truncated are 1 page(s).

None

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: The Grace		
Project Location (describe, and attach a general location map): 70 South Sixth Ave, 47 Second St West, & 60 South Sixth Ave, Mount Vernon, NY 10550 (Section 165.78, Block 3068, Lots 15, 16, and 38, respectively)		
Brief Description of Proposed Action (include purpose or need): The proposed action is a mixed use building that includes multifamily housing, office space, parking, and residential amenity space. The 0.63 acre site is owned by the adjacent Grace Baptist Church. 267 affordable dwelling units are proposed, consisting of 23 studios, 115 one-bedrooms, 100 two-bedrooms, and 24 three bedrooms. Units will be available at or below 80% of Westchester County Area Median Income. The proposed office space will be utilized by the Grace Baptist Church (+/- 6,948 sf) and municipal offices (+/-5,000 sf). Parking for the building will be provided in a 114 space structured parking lot, accessible from S 7th Avenue. The proposed action also includes amendments to the City zoning ordinance and/or zoning map to permit the proposed use at the site.		
Name of Applicant/Sponsor: Grace Baptist Church	Telephone: (914) 664 - 2876 E-Mail:	
Address: 52 South 6th Avenue		
City/PO: Mount Vernon	State: NY	Zip Code: 10550
Project Contact (if not same as sponsor; give name and title/role): Carl Meinhardt	Telephone: (914) 723 - 1200 E-Mail: cmeinhardt@mountco.com	
Address: 700 Post Road #363		
City/PO: Scarsdale	State: NY	Zip Code: 10583
Property Owner (if not same as sponsor): (same as sponsor)	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)			
Government Entity		**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees	☑Yes☐No	City Council zoning ordinance and/or zoning map amendments	
b. City, Town or Village Planning Board or Commission	☑Yes☐No	Planning Board site plan approval, reapportionment and subdivision approval	
c. City, Town or Village Zoning Board of Appeals	☐Yes☑No		
d. Other local agencies	☑Yes☐No	[illegible]	
e. County agencies	☑Yes☐No	WCDOH: water & sewer review WCDP: 239-m Review , W Co Bd of Legislators: potential HIF (funding)	
f. Regional agencies	☐Yes☑No		
g. State agencies	☑Yes☐No	HCR: Funding	
h. Federal agencies	☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No
If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No
If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RMF-8.75 and NB 0 strct

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? TBD - Requesting zoning amendments to facilitate the project.

C.4. Existing community services.

a. In what school district is the project site located? Mount Vernon School District

b. What police or other public protection forces serve the project site?
Mount Vernon Police Department

c. Which fire protection and emergency medical services serve the project site?
Mount Vernon Fire Department

d. What parks serve the project site?
Hartley Park, Brush Park, Wilson Woods Park, Memorial Park, Hutchinson Fields, Hunts Woods Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? multi family residential, commercial

b. *a.* Total acreage of the site of the proposed action? 0.63 acres
b. Total acreage to be physically disturbed? 0.63 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.32 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No *
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial, if mixed, specify types)
*lot consolidation is proposed
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 24-30 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☑Yes ☐No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				262

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 160 height; 210 width; and 262 length

iii. Approximate extent of building space to be heated or cooled: ~280,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment:

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete).

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☑Yes ☐No

If Yes:

i. What is the purpose of the excavation or dredging? basement level of building

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): TBD
- Over what duration of time? TBD

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. TBD. Nature and characteristics of materials will be identified during future geotechnical investigations.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. TBD. Dependent upon site conditions.

v. What is the total area to be dredged or excavated? TBD acres

vi. What is the maximum area to be worked at any one time? 0.63 acres

vii. What would be the maximum depth of excavation or dredging? TBD feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

i. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:
- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:
i. Total anticipated water usage/demand per day: 46,250 gallons/day — see attached table
ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:
- Name of district or service area: Mount Vernon Water Department
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If Yes:
- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:
i. Total anticipated liquid waste generation per day: 48,313 gallons/day — see attached table
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:
- Name of wastewater treatment plant to be used: Westchester County Wastewater Treatment Plant (Yonkers)
- Name of district: Hutchinson Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☑Morning ☑Evening ☐Weekend

☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing 0 Proposed 114 Net increase/decrease +114

iv. Does the proposed action include any shared use parking? ☑Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: site will be accessible from S 7th Ave

vi. Are public private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☑Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☑Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action:

Please note that the proposed action is primarily residential. Electric demand of proposed office space will be provided when architectural design is refined.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

local utility

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 am - 6 pm
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 24/7 (residential), 9AM-5PM office
- Saturday: 24/7 (residential)
- Sunday: 24/7 (residential)
- Holidays: 24/7 (residential)

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Proposed action may exceed ambient noise levels during construction due to the use of typical construction equipment. Noise will return to ambient levels when construction is complete.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Proposed action will include street lighting in accordance with City of Mount Vernon standards, and building mounted lighting as needed for safety and security.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: TBD tons per week (unit of time)
- Operation: 0.3 tons per week (unit of time)

ii Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Construction materials will be recycled to the extent feasible.
- Operation: The proposed residential units and office space will follow recycling protocols required by municipal code.

iii Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Construction waste will be removed by licensed private carriers.
- Operation: TBD

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.63	0.62	-0.01
• Forested	-	-	-
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	-	-	-
• Agricultural (includes active orchards, field, greenhouse etc.)	-	-	-
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	-	-	
• Non-vegetated (bare rock, earth or fill)	-	-	-
• Other Describe: landscaping/lawn	0	0.01	+0.1

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No

If Yes,

i. Identify Facilities:

Montefiore Mount Vernon Hospital, Grimes Elementary, Thorton High School, Emmanuel Children Mission, Amani Public Charter School, Our Lady of Victory School, Mount Vernon Day Care Center, Donna's Daycare, TLC, French Angels, Meadowview Assisted Living, Wartburg

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

iii Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☐No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls. _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >8.5 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: Ur: Urban Land 100 %
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: >8.5 feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: ____% of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No
ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☐No
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:
i. Name of aquifer: _____

#2025-374

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, ("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 the County through its Sexual Assault, Abuse and Victim's Empowerment ("SAAVE") Program, for the term commencing retroactively on January 1, 2025 and continuing through December 31, 2027, for a total amount not to exceed Eight Hundred Seventy Thousand ($870,000.00) Dollars, payable in accordance with an approved budget ("Agreement"). The funding amount for calendar year 2025 will not exceed Two Hundred Thousand ($200,000.00) Dollars. The funding amount for calendar years 2026 and 2027 will not exceed Three Hundred Thirty-Five Thousand ($335,000.00) Dollars per year.

Your Committee is advised that according to the 2010 census, the foreign born population of the 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 bilingual 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 the County. 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 County-wide hotline for victims of domestic violence and sexual assault; 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.

The Planning Department has advised that based on its review, the proposed 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. Please refer to the memorandum from the Department of Planning dated January 14, 2025, 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 County Board of Legislators.

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

Dated: November 24th, 2025

White Plains, New York

COMMITTEE ON

C: mcz 11.07.25

Budget & Appropriations

Human Services

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Human Services

FISCAL IMPACT STATEMENT

SUBJECT: WCHCC's SAAVE Program [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 200,000

Total Current Year Revenue $ -

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 263 11 A111 4380 (trust funded through an IDA with DSS)

Potential Related Operating Budget Expenses: Annual Amount $0.00

Describe:

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: $0.00

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: August 4, 2025

Reviewed By: EB tlp/bs

Budget Director

Date: 8/21/25

ACT NO. 2025 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation, for the term commencing retroactively on January 1, 2025 through December 31, 2027, 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 County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("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 the County through its Sexual Assault, Abuse and Victim's Empowerment (SAAVE) Program, including but not limited to: access to a bilingual, 24/7 County-wide hotline for victims of domestic violence and sexual assault; 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 retroactively on January 1, 2025 and terminating on December 31, 2027, for a total amount not to exceed Eight Hundred Seventy Thousand ($870,000.00) Dollars, payable to WCHCC pursuant to an approved budget. The funding amount for calendar year 2025 will not exceed Two Hundred Thousand ($200,000.00) Dollars. The funding amount for calendar years 2026 and 2027 will not exceed Three Hundred Thirty-Five Thousand ($335,000.00) Dollars per year.

§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.

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 which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety, to enter into an inter-municipal agreement ("IMA") with Putnam Northern Westchester BOCES ("BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which BOCES will coordinate a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing on October 1, 2025 and continuing through September 30, 2026. In consideration for services rendered, the County will pay BOCES an amount not to exceed $212,000.00, payable in accordance with an approved budget and payment schedule.

Your Committee is advised that Project STRIV, funded through a grant from the U.S. Department of Justice ("DOJ"), will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

Under the proposed IMA, BOCES will offer additional Comprehensive School Threat Assessment Guidelines ("CSTAG") and Digital Threat Assessment trainings. The focused

trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

Your Committee is advised that because the definition of "municipal corporation" under New York General Municipal Law § 119-n includes "Boards of Cooperative Educational Services", the proposed agreement constitutes an IMA requiring your Honorable Board's approval.

Your Committee is further advised that the proposed IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures (the "County Procurement Policy") pursuant to section 3(a)xviii thereof, which exempts "any procurement for the purpose of entering into a contract or contracts with persons for the creation and support of recreation projects, youth service projects and other appropriate programs and services for prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well being of the youth in Westchester County." In addition, these services are funded with Federal grant monies and are, pursuant to Section 11 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than $250,000.00 be procured competitively, unless such contracts are deemed to be "non-competitive" procurements. In accordance with 2 CFR§ 200.320(c)(4), the County's STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

In addition, the Department of Planning has advised your Committeee that based on its review, the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends approval of the annexed proposed Act.

Dated: November 24th, 2025
White Plains, New York

k: sjc 9/10/2025

COMMITTEE ON

Budget & Appropriations	Public Safety	Information Technology & Cybersecurity

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations





Public Safety





FISCAL IMPACT STATEMENT

SUBJECT: STOP-DWI Contract with PNW BOCES to help present and coordinate CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV (Schools Transforming Real Interventions to Violence)
☒ **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 $ 0

Total Current Year Revenue $ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund: 711; Dept. 71; Trust Account: T1016; Object: 9852 (October 1, 2025-September 30, 2026)

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe: No impact to the Operating Budget

Potential Related Revenues: Annual Amount $ 0

Describe: No impact to the Operating Budget. Funding received from Department of Justice BJA (Bureau of Justice Assistance) STOP School Violence Prevention Program Grant. The total amount of the 3 year grant (10/1/2023-9/30/2026) is $1,000,000 which will be accounted for in Department 71, Fund 711. This contract with PNW BOCES is for $212,000 for 12 months (October 1, 2025-September 30, 2026)

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

Current Year: $ 0

No impact to the Operating Budget

Next Four years: $0

Prepared by: Patricia McCarthy Tomassi

Title: Program Administrator

Department: Public Safety
Office of Drug Abuse Prevention & STOP DWI

Reviewed By: [signature]
Budget Director
9/29/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with Putnam Northern Westchester BOCES, pursuant to which the municipal corporation will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence, for a term commencing on October 1, 2025 and expiring on September 30, 2026, for a total amount not to exceed $212,000.00.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Public Safety, is hereby authorized to enter into an inter-municipal agreement (the "IMA") with Putnam Northern Westchester BOCES ("BOCES"), in substantially the form attached hereto, pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program, by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing on October 1, 2025 and continuing through September 30, 2026.

§2. In consideration for services rendered, the County shall pay BOCES an amount not-to-exceed $212,000.00, payable in accordance with an approved budget and payment schedule.

§3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT, made _____, 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

PNW BOCES (Putnam Northern Westchester Boards of Cooperative Educational Services), a public organization that provides shared educational programs and services to school districts, having an office and principal place of business at 200 Boces Drive, Yorktown Heights, New York 10598 (hereinafter referred to as the "Agency" or "Contractor")

WHEREAS, the County desires to obtain professional services in connection with coordinating the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions ("Project STRIV") that will help improve school safety by providing students, parents and school personnel with tools to recognize, respond quickly, and prevent acts of violence and to help ensure a positive school climate; and

WHEREAS, the Agency helps to create, present and implement curriculum-based school violence prevention and early intervention programming, and training in schools, throughout Westchester County; and

WHEREAS, the County desires to retain the Agency to present and coordinate the CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV program; and

WHEREAS, the Agency desires to provide such services for the compensation and on the terms herein provided.

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

FIRST: The Agency shall coordinate and present the threat assessment trainings portion of the Project STRIV program, as more particularly described in the Agency's Scope of Services which is attached hereto and made a part hereof as Schedule "A" (hereinafter the "Services"). The Services shall be carried out by the Agency in accordance with current industry standards and trade practices.

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SECOND: The term of this Agreement shall commence on October 1, 2025 and shall terminate on September 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement.

All Services rendered and work performed by the Agency shall be under the direction and subject to the complete approval of the Westchester County Commissioner of Public Safety or his duly authorized designee (the "Commissioner").

THIRD: For the Services rendered pursuant to Paragraph "FIRST," the Agency shall be paid an amount not to exceed TWO HUNDRED TWELVE THOUSAND AND 00/100 ($212,000.00) DOLLARS, payable in accordance with the Budget and payment schedule set forth in Schedule "B", which is attached hereto and made a part hereof.

The Agency shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner. In no event shall *final* payment be made to the Agency prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Agency shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, 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 Agency exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Agency 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

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because of failure of the Agency to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment.

FIFTH: The Agency shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement. The Commissioner shall receive a copy of all such progress reports and shall use said reports in determining the progress of this contract and in such evaluation in deciding to award future contracts. In addition, the County shall have the right to periodically monitor and record the Agency's performance during the term of the contract.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funding from the U.S. Department of Justice. The Agency agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the U.S. Department of Justice, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, 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

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

Notwithstanding anything herein to the contrary, the parties hereto agree that should funding levels change or services not be performed by the Agency hereunder, the County's payment obligation will cease and any unexpended money owed the County shall be repaid by the Agency within thirty (30) days of notification by the County.

SEVENTH: (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency 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 in accordance with the payment schedule specified in Schedule "B," which payments 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 Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Agency 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 Agency prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Agency. The Agency 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 Agency of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, or (ii) is not capable of being cured, 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 Agency. Without limiting the foregoing, upon written notice to

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the Agency, repeated breaches by the Agency 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.

EIGHTH: The Agency represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Agency independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: All records or recorded data of any kind compiled by the Agency in completing the Services 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 Agency may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. 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 Agency are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Agency 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 Agency agrees to assist the County, if required, in perfecting these rights. The Agency shall provide the County with at least one copy of each deliverable.

The Agency 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 Agency 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.

TENTH: The Agency shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Agency shall not subcontract any part of the Services without the prior written consent of the County. Any purported

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delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the Agreement. It is recognized and understood by the Agency that for the purposes of this Agreement, all Services performed by a County-approved sub-contractor shall be deemed Services performed by the Agency and the Agency shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services 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 Agency. The Agency 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 Agency shall include provisions in its subcontracts designed to ensure that the Agency 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 Agency shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Agency 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.

ELEVENTH: 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 Service 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.

TWELFTH: The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Agency to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other

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rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

THIRTEENTH: The Agency shall obey, perform and comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Agency further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the County and Agency that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Agency understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Agency hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

FOURTEENTH: The Agency expressly agrees that neither it nor any Agency, 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 Agency 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.

FIFTEENTH: The Agency 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

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the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," the Agency 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 Agency shall 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 or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; 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 Agency 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 Agency 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.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, 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. Notices shall be sent to the following:

To the County:

Director,
Office of Drug Abuse Prevention & STOP-DWI Program
112 E. Post Road – 3rd Floor
White Plains, New York 10601

With a copy to:

Commissioner-Sheriff
Department of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

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And to:

Westchester County Attorney
Westchester County
148 Martine Avenue, Rm 600
White Plains, New York 10605

To the Agency:

PNW BOCES
200 Boces Drive
Yorktown Heights, New York 10598

SEVENTEENTH: 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.

In the event of a 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.

EIGHTEENTH: 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.

NINETEENTH: The Agency recognizes that this Agreement does not grant the Agency the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTIETH: The Agency 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-FIRST: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Agency shall provide the County with a completed copy of each schedule. The Agency agrees that the terms of each of these schedules has been accepted and agreed-to by the Agency by virtue of its execution of this Agreement, and the

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Agency represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule "D" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

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 women or persons of color in contracts and projects funded by all departments of the County.

2.) Schedule "E" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

3.) Schedule "F" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule "G" — "Certification Regarding Business Dealings with Northern Ireland"

Pursuant to Section 310.01 of the Laws of Westchester County, 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 contained in Schedule "G".

5.) Schedule "H" — "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

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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. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Contractor is not already enrolled in the Vendor Direct Program, the Contractor shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Contractor understands that it must contact the County's Finance Department.)

If the Contractor is already enrolled in the Vendor Direct Program, the Contractor hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-SECOND: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Agency agrees to complete and comply with all attached the schedules to this Agreement, including without limitation the following which are attached hereto and made a part hereof: "Certification Regarding Lobbying" (Schedule "J"); the "Certification Regarding Drug Free Workplace Requirements" (Schedule "K"); and "Certification Regarding Debarment and Suspension" (Schedule "L").

TWENTY-THIRD: The Agency 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 Agency shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-FOURTH: 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

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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-FIFTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By_____
Terrance Raynor
Commissioner-Sheriff,
Department of Public Safety

PNW BOCES (Putnam Northern Westchester Boards of Cooperative Educational Services)

By_____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No. 2025 xxx at a meeting duly held on the xx day of xxx, 2025.

Approved:

_____
Assistant County Attorney
The County of Westchester
k/sjc/DPS/Project STRIV/Project STRIV-BOCES Contract CON138804

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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

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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 }
} ss.:
COUNTY OF }

On the _____ day of _____ in the year 2025 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

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PUTNAM NORTHERN WESTCHESTER (PNW) BOCES

PROJECT STRIV
(Schools Transforming Real Intervention to Violence)
SCHEDULE A

Schools Transforming Real Intervention to Violence (aka Project STRIV) will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

PNW BOCES (Boards of Cooperative Educational Services) will offer additional CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

A. Continue with CSTAG (Comprehensive School Threat Assessment Guidelines) trainings and implement Digital Threat Assessment Training

- Schedule and facilitate up to 5 trainings
- Provide additional focused school violence prevention trainings for school personnel – administration and support staff, law enforcement personnel and parents

B. Work with the County RTC (Real Time Crime) Center to create a dedicated School Desk

C. Technical Assistance and Reporting

i. Collect baseline data for school violence
ii. Create and analyze evaluation forms for the terms of the Program
iii. Assist the County and Technical Assistance Coordinator and Evaluator in preparing all reports for the federal agency, Department of Justice, Bureau of Justice Assistance pertaining to the project, including the quarterly progress reports
iv. Ensure that all required data are collected, tracked and submitted for reporting purposes on a timely basis

D. Work with the Project Coordinator and Evaluator

i. Work with Student Assistance Services' Coordinator to ensure the CSTAG, Digital Threat Assessment and School Prevention Program trainings are coordinated and work in conjunction with each other to meet the standards and goals of the BJA Grant

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SCHEDULE B

PROGRAM BUDGET, 2025-2026

The payment made to Putnam Northern Westchester BOCES for the Department of Public Safety through the Westchester County Alcohol and Drug Free Community's Department of Justice BJA STOP School Violence Program "Project Schools Transforming Real Interventions (STRIV) Program" Contract shall not exceed $212,000.00 for the period October 1, 2025 through September 30, 2026.

Payments shall be made on Westchester County payment vouchers with a detailed invoice to the Office of Drug Abuse Prevention & STOP-DWI, 112 E. Post Road, White Plains, New York 10601.

Payments for services rendered hereunder shall be made according to the following schedule/and it is herein agreed by all parties that should funding levels change or that services are not performed payment will cease and any money owed the Office of Drug Abuse Prevention & STOP-DWI will be repaid within thirty (30) days of notification to the Office of Drug Abuse Prevention & STOP-DWI.

Payment not to exceed the following amounts upon execution and approval of this agreement.

January 2, 2026	***$53,000***
April 1, 2026	***$53,000***
July 1, 2026	***$53,000***
September 30, 2026	***$53,000***

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SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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2 The Contractor 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 for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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 Contractor shall be endorsed to contain the following clauses:

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(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 Contractor.

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SCHEDULE "D"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

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 company, 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.

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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

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[NO FURTHER TEXT ON THIS PAGE]

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SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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**[1] 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): _____

_____

_____

[NO FURTHER TEXT ON THIS PAGE]

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[1] "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, Sublessees, 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.[1] Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

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 contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or

[1] 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.

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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[2]. 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.

[2] 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(1)(a) of the Laws of Westchester County, the Purchasing Agent.

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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.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

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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: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked 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 as follows:

If none, check this box: □

1. _____

2. _____

3. _____

(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 as follows:

If none, check this box: □

1. _____

2. _____

3. _____

(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

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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 executing this Agreement, 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.

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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.

[NO FURTHER TEXT ON THIS PAGE]

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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

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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.

[NO FURTHER TEXT ON THIS PAGE]

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SCHEDULE "H"

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 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service 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.

[NO FURTHER TEXT ON THIS PAGE]

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SCHEDULE "I"

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.

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SCHEDULE "I"
ELECTRONIC FUNDS TRANSFER (EFT)

Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
- ☐ New
- ☐ Change
- ☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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:

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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Westchester County • Department of Finance • Treasury Division

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:

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.

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Schedule "J"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief,

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

(Name of Organization)

_____ _____

(Signature of Responsible Official) *(Date)*

_____

(Grant Number)

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"Schedule "K"

Certification Regarding Drug Free Workplace Requirements

GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.699 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended an published as Part II of the May 25, 1990 Federal Register (Pages 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

b) Establishing a drug-free awareness program to inform employees about:

   1) The dangers of drug abuse in the workplace;
   2) The grantee's policy of maintaining a drug-free workplace;
   3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

   1) Abide by the terms of the statement; and
   2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e) Notifying the agency within ten days of receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:

   1) Taking appropriate personnel action against such an employee, up to and including termination; or

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2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

_____

(Organization)

_____

(Authorized Signature)

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Schedule "L"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF Part 32, the contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date:_____

_____
Signature

_____
Title

_____
Organization

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HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive requesting that the Westchester County Office of Tourism and Film be designated as the County's official Tourist Promotion Agency ("TPA") for the period from January 1, 2026 through December 31, 2026.

This TPA designation will allow the Office of Tourism and Film to receive a matching funds grant from New York State which will be used to market Westchester County as a tourism destination.

Your Committee has been advised that the New York State Tourist Promotion Act specifically requires the designation of a tourist promotion agency by the County's governing body and that such approval be in the form of a Resolution. As you are aware, Section 209.91(4) of the Laws of Westchester County requires approval by your Honorable Board for such matters by way of an Act. To satisfy the requirements of both the County and the State, your Honorable Board has been presented with a proposed Act and Resolution for your consideration and approval. Your Honorable Board has passed similar legislation, most recently by Act No. 237-2024 and Resolution No. 187-2024 for the calendar year 2025.

The Planning Department has advised that that the proposed designation 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, 2025, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act and Resolution requires an affirmative vote of a majority of the members of your Honorable Board.

Accordingly, your Committee recommends adoption of the proposed Act and Resolution.

Dated: November 24th, 2025
White Plains, New York

COMMITTEE ON
C: LAC10.6.25.2025

Budget & Appropriations

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: Tourist Promotion Agency ☐ **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 $ 54,000

Total Current Year Revenue $ 54,000

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Expense: 101-11-0720-4912 ; Revenue: 263-11-B432-9854

Potential Related Operating Budget Expenses: Annual Amount $54,000

Describe: An Act designating the Westchester County Office of Tourism as the Tourist Promotion Agency for Westchester County for the period from January 1, 2026 through December 31, 2026

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: October 1, 2025

Reviewed By: Mark Medwid

Assoc. **Budget Director**

Date: October 1, 2025

ACT NO. _____- 2025

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2026 through December 31, 2026.

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

Section 1. The Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2026 through December 31, 2026.

§2. The attached Resolution, designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, is hereby adopted.

§3. This Act shall take effect immediately.

RESOLUTION NO. - 2025

WHEREAS, the State of New York has made available to its counties "matching funds" for the promotion of tourism; and

WHEREAS, the New York State Tourist Promotion Act requires the legislature of each county to designate a Tourist Promotion Agency as the applicant for and the recipient of such funds; and

WHEREAS, the Westchester County Office of Tourism and Film is charged with the duty to promote tourism within Westchester County.

NOW, THEREFORE, be it hereby:

RESOLVED, that the Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2026 through December 31, 2026.

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 (the "Act") which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements ("IMAs") with the municipalities listed in the attached Exhibit "A", attached to the Act, for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP") and the Wellness in Nutrition and Nutrition Services Incentive Programs ("WIN & NSIP") (the "Programs"), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department. The IMAs will commence on April 1, 2025 and continue through March 31, 2026, except for the IMAs funded under the NSIP Program, which will commence retroactive to October 1, 2024 and continue through September 30, 2025.

IMAs

CSE	EISEP	NYSTP	WIN & NSIP
$287,233	$110,534	$52,697	$1,389,555

Your Committee is advised that the services to be provided under the IMAs will include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

Your Committee notes that this Honorable Board passed similar legislation pursuant to Act No. 62-2024. However, the existing authorization expired on March 31, 2025 and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement Policy (the "Policy") pursuant to section 3(a) iii thereof which exempts contracts with ". . . any State and any political subdivision, agency or instrumentality thereof." They are also exempt pursuant to section 3(a) xix of the Policy which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

The Planning Department has advised that based on its review, the proposed IMAs do 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, 2025, which is on file with the Clerk of the Board of Legislators

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 is advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile Programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: November 24th, 2025
White Plains, New York

C:jpg/9-26-25

Budget & Appropriations

Veterans, Seniors & Youth

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Colin O. Smith

Veterans, Seniors & Youth

Catherine F. Parker

FISCAL IMPACT STATEMENT

SUBJECT: CSE ☐ **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 $ 287233

Total Current Year Revenue $ 287233

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T047

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 287233

Describe: Funding received from the New York State Office for the Aging for Community Services for the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide Case Management, Information & Assistance, and Transportation services,

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: @ 10/2/25

Budget Director

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: EISEP ☐ **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 $ 110534

Total Current Year Revenue $ 110534

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T048

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe: .

Potential Related Revenues: Annual Amount $ 110534

Describe: Funding received from the New York State Office for the Aging for Expanded In-Home Services to the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide Case Management services to seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: [signature] 10/2/25

Budget Director

10/1/25

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: NYS TRANS ☐ **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 $ 52697

Total Current Year Revenue $ 52697

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T813

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 52697

Describe: Funding is received from the New York State Office for the Aging for the State Transportation Program.

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

Current Year: Without these funds, the Department would not be able to provide supplemental funding to expand existing nutrition site and supportive services transportation operations throughout the county.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Budget Director 10/1/25

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP ☐ **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 $ 1389555

Total Current Year Revenue $ 1389555

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T928 (WIN); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 1389555

Describe: Funding is received from the New York State Office for the Aging for the Wellness in Nutrition Program

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

Current Year: Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Services Incentive Program to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: @ 10/2/25

Budget Director

10/1/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester, acting by and through its Department of Senior Programs and Services, to enter into inter-municipal agreements with local municipalities for services to be funded under the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, and the Wellness in Nutrition Program and the Nutrition Services Incentive Program.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), be and hereby is authorized to enter into inter-municipal agreements ("IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP") and the Wellness in Nutrition and Nutrition Services Incentive Programs ("WIN & NSIP") (the "Programs"), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department.

CSE	EISEP	NYSTP	WIN & NSIP
$287,233	$110,534	$52,697	$1,389,555

§2. The IMAs shall commence on April 1, 2025 and continue through March 31, 2026, except for the IMAs funded under the NSIP Program, which will commence retroactive to October 1, 2024 and continue through September 30, 2025.

§3. The services to be provided under the IMAs shall include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

§4. 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.

§5. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITES AND SERVICES

GRANT: CSE	**GRANT: EISEP**	**GRANT: NYSTP**	**GRANTS: WIN & NSIP**
SERVICES **Information, Assistance, Transportation and Case management**	**SERVICES** **Case management**	**SERVICES** **Transportation**	**SERVICES** **Home-delivered Meals**
Town of Eastchester	City of Yonkers	Town of Cortlandt	Town of Cortlandt
City of Yonkers*		Town of Greenburgh	Town of Eastchester
		Town of Mamaroneck	Town of Greenburgh
		Village/Town of Mount Kisco	Town of Mamaroneck
		Town of Mount Pleasant	Village/Town of Mount Kisco
		City of Mount Vernon	Town of Mount Pleasant
		City of New Rochelle	City of Mount Vernon
		Town of Ossining	Town of New Castle
		City of Peekskill	Town of Ossining
		Village of Port Chester	City of Peekskill
		Town of Somers	Village of Port Chester
		City of White Plains	Town of Somers
		Town of Yorktown	City of Yonkers
			Town of Yorktown

Note:

- BOTH municipalities listed above under CSE will provide Transportation and Case Management Services, EXCEPT that the City of Yonkers marked with an asterisk (*) will also provide Information and Assistance

THIS AGREEMENT, made the ____ day of _____, 2025 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, at 148 Martine Avenue, White Plains, New York, 10601, (hereinafter referred to as the "County"),

and

_____, a municipal corporation organized under the laws of the State of New York, acting by and through its Office for the Aging, having an office and principal place of business at _____(hereinafter referred to as the "Municipality" and together with the County hereinafter referred to as the "Parties")

W I T N E S S E T H:

WHEREAS, the County acting by and through its Department of Senior Programs and Services (the "Department") has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for use in the Community Services for the Elderly Act ("CSE") Program (the "Program"); and

WHEREAS, the County desires to use a portion of said grant funds to provide Information and Assistance Services to seniors; and

WHEREAS, the Municipality desires to provide Information and Assistance Services to seniors upon the terms and conditions hereinafter set forth.

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

1. The Municipality shall provide Information and Assistance Services to seniors in accordance with the terms and conditions set forth in "Schedule "C" which is attached hereto and made a part hereof (the "Services"). The Municipality agrees that it and its subcontractors that are approved by the County, if any, will perform the Services in accordance with the terms of the Standard Assurances in the approved Four Year Plan and/or Annual Update to the 2024-28 Four Year Plan (collectively the "Plan") attached hereto and made a part hereof in the form of Schedule "F". The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "B', "D", "E" and "F", which are attached hereto and made a part hereof. It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement pertaining to NYSOFA and all schedules pertaining to the County are subject to the approval of and modification by each as NYSOFA and the County, as necessary.

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2. The term of this Agreement shall commence retroactive to April 1, 2025 and terminate on March 31, 2026.

3. In consideration for the Services to be provided pursuant to paragraph "1," the County shall pay the Municipality an amount not-to-exceed _____ DOLLARS ($_____.00) for actual Services provided and data entered in NYSOFA's PeerPlace System in accordance with the agreed-upon unit-costs attached hereto and made a part hereof as Schedule "B", which sum shall be subject to downward adjustment by the County based upon actual Services rendered by the Municipality during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all Services, the submission of reports and the approval of same by the County.

The Municipality is required to contribute an amount not to exceed _____ _____ DOLLARS ($_____.00) to the Services as match.

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 NYSOFA to operate the Program.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole 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.

In addition, 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 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.

4. The Municipality shall be reimbursed by the County only for actual Services rendered by the Municipality after the County has received approval from the NYSOFA. Payment shall be made on a monthly basis, upon submission by the Municipality of claims or vouchers and such supporting documentation as the County may require, and approval of the same by the Commissioner of the Department or her authorized designee (the "Commissioner").

The Municipality will be solely responsible for any over-expenditure or improper expenditure relating to the Program and the County will not be responsible for any over-expenditure or improper expenditure. Any funds not expended by or committed to be spent by the Municipality shall, at the expiration of the Agreement, be returned to the County.

The County may, in its discretion, and if it deems that payment is required in the furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof by the NYSOFA, provided that in the event the NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program hereunder, the Municipality shall immediately

reimburse the County for such payment made to the Municipality. The County, in its discretion, may deduct such amount from future payments due and owing the Municipality hereunder.

5. In addition, the Municipality shall comply, at its own expense, with all applicable federal, state, and local laws, and with Federal and State, regulations, and
Program standards and Program Instructions of NYSOFA as specified in the Plan, and any amendments thereto, applicable to the Program and the Municipality's performance hereunder,

In addition, the Municipality shall cause to be prominently posted, on the site where Services hereunder is to be provided, a statement regarding nondiscrimination, which statement shall be similar in form to the following:

> "In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (Title VI of the 1964 Civil Rights Act) and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

6. No Services rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, genetic predisposition or carrier status, sexual orientation or religion. The Municipality shall also (a) serve any senior citizen and ensure equal access for participation, Services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (b) ensure that any Services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such Services; refrain from using funds to advance any sectarian effort; (c) refrain from using funds to advance any partisan candidate or effort; however, the Municipality shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation; (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office; and (e) ensure no coercion nor advice to other persons to contribute anything of value to any party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices.

7. The Municipality hereby 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.

8. The Municipality must attempt to provide Services to low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such Municipality. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by the NYSOFA concerning equal access to services and targeting, as more fully set forth in the Plan.

9. The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program hereunder, the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program in accordance with the requirements as specified by NYSOFA including but not limited to: audit requests for documentation or other information deemed necessary and appropriate to verify the information provided by the Municipality, make site visits to the location(s) where the Services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of Services and/or to conduct interviews of staff; and

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in PeerPlace or other NYSOFA approved electronic system as required. Until further notice, the Municipality is required to mail in the PeerPlace ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material

element of this Agreement. The County reserves the right to withhold payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "11" hereof.

(c) Financial monthly reporting system: Monthly vouchering will fulfill requirement. Vouchers should be received by the County no later than the tenth (10th) day of the following month.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Program shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

10. The Municipality shall furnish the County with copies of all insurance certificates as indicated in Schedule "A".

11. (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. 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 at the rates set forth in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality 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 Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality 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 services provided for in this Agreement, or contract for their 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 Municipality of any particular duty or obligation 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.

12. The Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written consent of the County. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported assignment, transfer, subcontract or other disposal of any right, duty or interest 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 Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall insure that such subcontracted Services are subject to the material terms and conditions of this Agreement. All subcontracts for the Services 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 Agreement 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. The Municipality shall submit to the Commissioner 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 County-approved subcontractor is in compliance with the material terms and conditions of the Agreement.

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13. In addition to, and not in limitation of, the insurance provisions of this Agreement contained in Schedule "A", 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 and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' 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.

(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.

(d) the Municipality may provide proof of self-insurance in lieu of insurance policies.

14. The Municipality shall provide adequate, qualified and trained personnel for supervision and fiscal management of the Program conducted by the Municipality hereunder.

15. The Municipality hereby agrees that no information about an elderly person, or obtained from an elderly person, shall be disclosed by the Municipality in a form that identifies such person without the informed consent of the person or his or her representatives, unless the disclosure is required by court order, program monitoring by authorized Federal, State, or local monitoring agencies, or by actual and immediate danger to the health or welfare of the individual.

16. The Municipality agrees that any public information materials or other printed or published materials on the Services of the Program which is supported with funds hereunder will give due recognition to the NYSOFA and the Department and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

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17. The Municipality shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Municipality and its County-approved subcontractors providing such services under the approved Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

18 The Municipality shall comply with the audit provisions, as applicable, in Schedule "C".

19. 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 delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notices sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective Parties hereto may designate in writing. Notices shall be effective on the date of receipt. Notices shall be sent to the following:

To the Municipality:

_____
_____
_____
_____

To the County:

Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

with a copy to:

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

20. The failure of the County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered a waiver or relinquishment for the future of such covenant but the same shall continue and remain in full force and effect.

21. If equipment costing One Thousand Dollars ($1,000) or more is purchased with any Federal or State funds provided under this Agreement, at the end of this Agreement, the County

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reserves the right to require that the Municipality turn the equipment over to the County. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

22. Attached hereto and forming part hereof is the schedule listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the schedule. The Municipality agrees that the terms of the schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the schedule accurately and completely.

Schedule "D" — "Vendor Direct Program - Electronic Funds Transfer."

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. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.) If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

23. Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "E" and which is made a part hereof.

24. 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.

25. This Agreement shall be governed by the laws of the State of New York.

26. This Agreement shall not be enforceable until it is signed by both Parties and approved by the Office of the County Attorney.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

_____

By: _____
(Name)

_____
(Print Name)

_____
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. ____ – 2025, adopted on the _____ day of _____, 2025.

Approved:

_____
Sr. Assistant County Attorney
The County of Westchester

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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 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; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual taking acknowledgement

DRAFT

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Official other than official signing Agreement)

certify that I am the _____ of
(Title)

the _____
(Name of Municipality)

a Municipal Corporation duly organized and in good standing under the laws of the State of New York that _____
(Person executing Agreement)

who signed said Agreement on behalf of the _____
(Name of Municipality)

was, at the time of execution _____ of the Municipal Corporation
(Title of such person)

and that said Agreement was duly signed for and on behalf of said Municipal Corporation by authority of its governing 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 2025 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 municipal 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:

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SCHEDULE "A"

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."

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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.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 of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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.

Important information for Municipalities and Insurance Brokers:

(The below is required for all insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

a. **Check off the additional insured (ADDL INSD) *and* waiver of subrogation (SUBR WVD) boxes next to the following policies**:

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

***And* input the following language into Description of Operations box**: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

b. **Input following language into Description of Operations box**:

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

*For insurance certificates other than ACORD or with no check boxes please use **option b***

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WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "B"

NEW YORK STATE

COMMUNITY SERVICES FOR THE ELDERLY PROGRAMS

INFORMATION AND ASSISTANCE SERVICES

SUBMITTED BY: **CITY OF** _____

PERIOD COVERED: **APRIL 1, 2025 TO MARCH 31, 2026**

REQUIRED ACTION: **SUBMIT ONE (1) COMPLETED COPY OF THIS SCHEDULE TO:**

WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414

ONE (1) COPY MUST BE MAINTAINED BY EACH OF THE INDIVIDUALS LISTED ON PAGE 1, ITEM NUMBER 6 AND PAGE 2, ITEM NUMBER 7 OF SCHEDULE "C".

DRAFT

WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 – 2026 CSE PROGRAM

SCHEDULE "B"

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2025 – 2026 CSE Performance Summary Costs	2

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WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 – 2026 CSE PROGRAM

MUNICIPALITY:

City of Yonkers

Amount of Agreement:

a. State Funds: $ _____

b. Municipality Match Funds: $ _____

c. Total above Funds (Line a + b): $ _____

d. Other Resources (not included in grant budget): $ _____

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INSERT IN SCHEDULE "B"

2025 – 2026 CSE Performance Summary Costs (Excel Doc)

DRAFT

INSERT SCHEDULE "C"

DRAFT

SCHEDULE "D"

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.

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Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
- ☐ New
- ☐ Change
- ☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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:

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

Westchester County • Department of Finance • Treasury Division

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.

NEW/CHANGE VEN EFT 9/08

SCHEDULE "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal Offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

Date:_____

_____
Signature

_____
TITLE

_____
Organization

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SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A
The 2024-28 FOUR-YEAR PLAN,
April 1, 2024 - March 31, 2028

DRAFT

Reference BPL26 (Unique ID# 2981)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act ("Bond Act"), which, if adopted, would authorize the County of Westchester ("County") to issue up to $2,000,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26"). Also attached is an act ("IMA Act") authorizing the County to enter into an intermunicipal agreement ("IMA") with the Town of Rye ("Town"), setting forth the terms of the flood mitigation project ("Project").

Your Committee is advised that the Bond Act, in the amount of $2,000,000.00, is necessary to finance the County's share of the cost of the Project in the area of Rye Town Park, in the Town, ("Property") as part of the Storm Water Reconnaissance Plan for the Coastal Long Island Sound Basin ("Plan"), which was adopted by your Honorable Board by Act No. 134 – 2014 on August 4, 2014.

The Department of Planning ("Department") has advised that the Project will address significant recurring flooding on the Property as well as in the Property's immediate vicinity.

Design for the Project has been completed by a consultant retained by the Town. The Department estimates that the Project's construction phase will take no more than two years to complete and will begin after award and execution of the construction contracts, which are subject to the approval of construction financing by your Honorable Board.

Your Committee is further advised that the proposed IMA sets forth the responsibilities of the County and the Town in connection with the Project. Under the proposed IMA, the Town will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction, and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The Town shall construct, operate, maintain, repair, replace, inspect, or restore the Project. In accordance with the IMA, the County and the Town will each provide up to fifty percent of the total cost of the Project, which

is estimated to be $3,800,000.00. The County will pay to the Town, on a reimbursement basis, an amount not to exceed $1,900,000.00. Should the Project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. Following construction, the Town will be responsible for the operation, maintenance, scheduling, and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be thirty years.

In 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County ("LWC") Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans," and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

The Property is located within an area designated as a flood hazard area by the Federal Emergency Management Agency and shown on the flooding or storm water management maps included in the Plan. As such, the area meets the definition of "Flood or Storm Water Management Problem," pursuant to LWC Section 241.253(6), and is eligible for County funding as a "Storm Water Management Project," pursuant to LWC Section 241.256. Criteria for funding flood mitigation projects are also described in the Plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Town to adopt regulations and policies consistent with the flood mitigation criteria in the Plan for the Coastal Long Island Sound Watershed.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with previous components of BPL26 as indicated in the annexed fact sheet.

It should also be noted that since BPL26 is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment

to the County's capital budget to the extent the Project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this Project, will also amend the current-year capital budget to reflect the specific location of this Project component.

Your Committee is advised that LWC Section 167.131 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. Accordingly, the Planning Board report for BPL26 is annexed.

The Planning Department has advised your Committee that based on its review, the Project may be classified as an "Unlisted" action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). A Resolution, and Short Environmental Assessment Form ("EAF"), prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and recommends the adoption of the Resolution prior to enacting the aforementioned Bond Act.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the IMA Act.

Based on the importance of this Project to the County, your Committee recommends favorable action on the annexed proposed Acts.

Dated: November 24th, 2025
White Plains, New York

Budget & Appropriations	Public Works & Transportation

COMMITTEE ON

s: MCZ/10.10.25

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **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

RYE TOWN PARK AREA, TOWN OF RYE

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 2,000,000 **PPU** 30 **Anticipated Interest Rate** 4.13%

Anticipated Annual Cost (Principal and Interest): $ 118,664

Total Debt Service (Annual Cost x Term): $ 3,559,920

Finance Department: Interest rates from October 9, 2025 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: 22

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/14/25

Reviewed By: DV 10/14/25 @ 10/14/25

Budget Director

Date: 10/14/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 16, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BPL26 FLOOD MITIGATION – RYE TOWN PARK POND DRAINAGE IMPROVEMENTS**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID 2981) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County, in an effort to expedite the project, is conducting uncoordinated review as permitted by SEQR. A Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

Please contact me if you require any additional information regarding this document.

DSK/oav
Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION NO. 2025 - _____

WHEREAS, there is pending before this Honorable Board a Bond Act authorizing the County of Westchester (the "County") to issue bonds of the County in connection with capital project BPL26 – Flood Mitigation (Unique ID# 2981). Also attached is an Intermunicipal Agreement ("IMA") Act authorizing the County to enter into an IMA with the Town of Rye ("Town") to carry out a flood mitigation project in the area of Rye Town Park, in the Town, as part of the Storm Water Reconnaissance Plan ("Plan") for the Coastal Long Island Sound Basin (together the "Project"); and

WHEREAS, this Honorable Board has determined that the proposed Project would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act ("SEQR"); and

WHEREAS, pursuant to SEQR and its implementing regulations (6 NYCRR Part 617), this Project is classified as an "Unlisted" action, which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County is assuming the role of Lead Agency and conducting an uncoordinated review as permitted by SEQR; and

WHEREAS, in accordance with SEQR and its implementing regulations, a Short Environmental Assessment Form ("EAF") has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached EAF and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached EAF, to determine if this proposed action will have a significant adverse impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon this Honorable Board's review of the EAF and the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment in connection with the Project; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the EAF, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Rye Town Park Pond Drainage

Project Location (describe, and attach a location map):
95 Dearborn Avenue, City of Rye, NY

Brief Description of Proposed Action:
Install new piping to divert stormwater from the Forest Avenue-Oakland Beach Avenue intersection away from Rye Town Park pond. Stormwater from the City of Rye would no longer enter the pond thereby drastically reducing its load during storm events and limiting its tributary area to only surface runoff from the park. Additionally, modifications to the pond spillway and outlet channel area (to allow ponding) could effectively eliminate beach flooding from stormwater in storms as great as the 100-year event. The recommended project includes installing a new pipe from Forest Avenue through Rye Town Park and the park parking lot and out to Dearborn Avenue, then turning east down Dearborn Avenue and ultimately discharging directly into Long Island Sound at the end of Dearborn Avenue.

Name of Applicant or Sponsor:	Telephone: 914-939-3553
Town of Rye: Gary J. Zuckerman, Supervisor	E-Mail: gzuckerman@townofryeny.com

Address:
222 Grace Church St, Suite 302

City/PO:	State:	Zip Code:
Port Chester	NY	10573

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Westchester County Flood Mitigation Program; NYSDEC Coastal Erosion Hazard Area permit; City of Rye Planning Commission	☐	☑

3. a. Total acreage of the site of the proposed action? 36.3 acres
   b. Total acreage to be physically disturbed? 1 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 36.3 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☑ Aquatic ☐ Other(Specify):
   ☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
Not applicable. There is no proposed use of energy.	☑	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water:		
Not applicable. There is no water supply necessary.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment:		
Not applicable. No waste water will be generated.	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☑ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☑ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Common Tern, Leatherback	☐	☑
16. Is the project site located in the 100-year flood plan?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

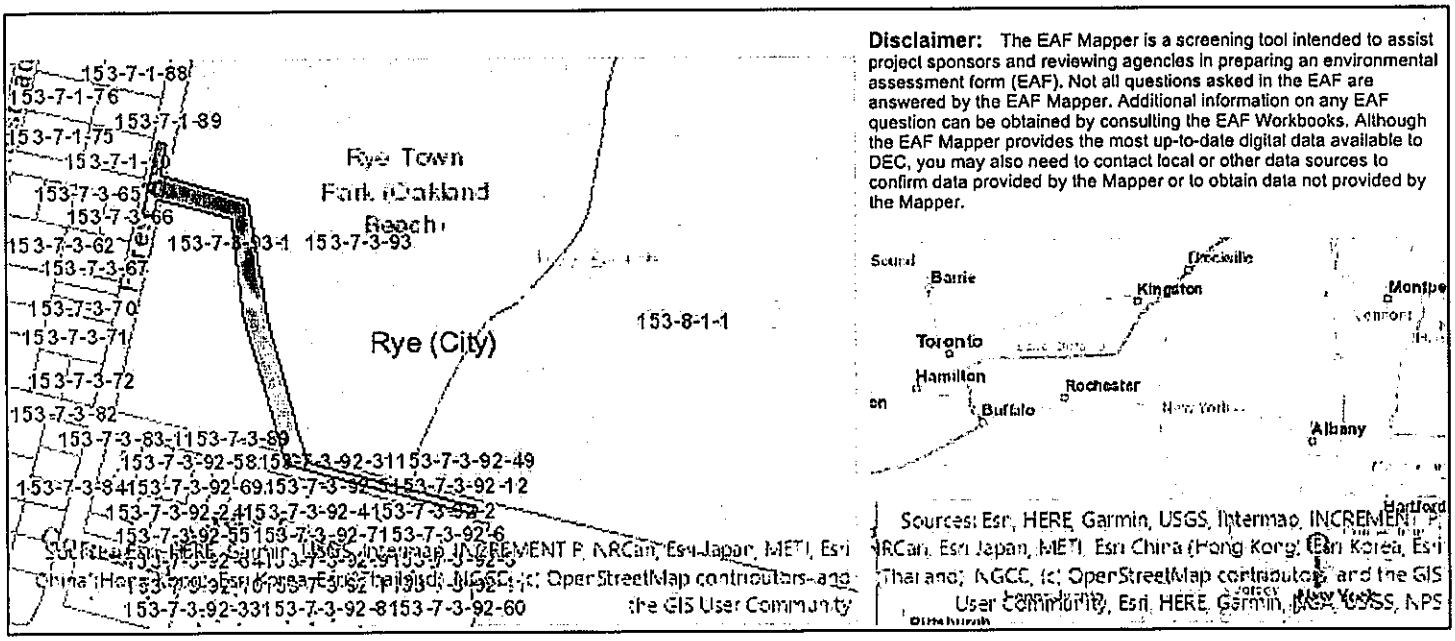
Applicant/sponsor/name: Town of Rye Date: July 29, 2025

Signature: Gary J. Zuckerman Title: Town Supervisor

PRINT FORM

EAF Mapper Summary Report

Tuesday, July 29, 2025 1:12 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Common Tern, Leatherback
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]

Project: Rye Town Park Pond Drainage

Date: September 2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Rye Town Park Pond Drainage

Date: September 2025

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project will not have significant adverse impact as it involves the installation of new stormwater infrastructure in previously disturbed areas. New stormwater infrastructure will divert stormwater from the Forest Avenue-Oakland Beach Avenue intersection away from Rye Town Park pond. As such, a proposed pipe will run through Rye Town Park and the park parking lot and out to Dearborn Avenue, then turning east down Dearborn Avenue and discharging directly into Long Island Sound. A water treatment device and velocity dissipator will be installed as part of the project. Installation of this pipe and associated equipment will require minor earthwork within open space areas of the park. Erosion and sediment controls will be employed in accordance with State standards to minimize impacts during construction. Affected areas will be restored for their continued use as open space within the park.

The Rye Town Park and Oakland Beach are listed on the National Register of Historic Places. However, the action will install new subsurface drainage infrastructure that is will not affect the historic character of the adjacent buildings, park or beach. No modifications are proposed to any buildings nor is any disturbance planned for the beach. As stated previously, all open space areas that are disturbed, will be mitigated to ensure their previous functions are maintained within the park.

The project is intended to reduce flooding in connection with storm water from the City of Rye. Proposed improvements will have the capacity to attenuate up to the 100-year frequency storm originating from surrounding community which is already heavily disturbed. Excess stormwater will be metered back into the Long Island Sound as temporary impoundment drain and return to their pre-storm state. The overall drainage pattern will not change.

The proposed action is also a regulated activity requiring a Coastal Erosion Management Permit from the NYSDEC. Development under the permit requires actions be undertaken in a manner that minimizes damage to property and natural protective features, natural resources, minimizes erosion and protect human life.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
Malika Vanderburg	Clerk to the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

REFERENCE: BPL26

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $2,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE TOWN OF RYE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,000,000 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, an Intermunicipal Agreement between the County and the Town of Rye, and to the provisions of other laws applicable thereto; $2,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of a flood mitigation project in the area of Rye Town Park, in the Town of Rye, as part of the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin, 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 the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $2,000,000. The plan of financing includes the issuance of $2,000,000 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 said specific object or purpose, within the limitations of Section 11.00 a. 3 of the Law, is thirty (30) 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 $2,000,000. 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 $2,000,000 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_____.

The Clerk and Chief Administrative Office of the County Board of Legislators County of Westchester, New York

(SEAL)

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 $2,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE TOWN OF RYE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of a flood mitigation project in the area of Rye Town Park, in the Town of Rye, as part of the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued and period of probable usefulness: $2,000,000; thirty (30) 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☒ **CBA**	**Fact Sheet Date:***
BPL26		06-13-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	FLOOD MITIGATION	7
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	PLANNING	2981

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

☒ Best Management Practices	☐ Energy Efficiencies	☒ Infrastructure
☒ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☒ Other(COMMUNITY RESILIENCE/FLOOD MITIGATION)	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000

Expended/Obligated Amount (in thousands) as of : 13,361

Current Bond Description: This funding request is for the implementation of a project to alleviate flooding in the area of Rye Town Park in the Town of Rye.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	2,000,000
Cash:	0
Total:	**$ 2,000,000**

SEQR Classification:

UNLISTED

Amount Requested:

2,000,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☒ Not Applicable

Comments:

The Stormwater Reconnaissance Plan for the Coastal Long Island Sound will be amended in conjunction with this request, to add the flood problem area to it.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	$10,300,000 CONTINUATION OF THIS PROJECT; $7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND $200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	CONTINUATION OF THIS PROJECT
2025	44,250,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:
120,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	238,764	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	111,070	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	221,546	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIQUES ID# 1948)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
22	54	1,200,000	55,694	FLOOD MITIGATION-PEEKSKILL (UNIQUES ID# 1999)
22	95	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
23	23	2,500,000	562,627	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)
24	81	2,000,000	0	FLOOD MITIGATION STUDY - ID 2448
24	30	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953) (RECIND BOND ACT 95-22)
24	186	450,000	0	HARTSDALE BROOK AREA STUDY

Total Financing History:
19,986,499

Recommended By:

Department of Planning	**Date**
MLLL	07-01-2025
Department of Public Works	**Date**
GGKK	07-09-2025
Budget Department	**Date**
CNRA	07-10-2025
Requesting Department	**Date**
DSK2	07-10-2025

FLOOD MITIGATION
(BPL26)

User Department : Planning

Managing Department(s) : Planning ;

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	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000
Non County Share									
Total	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	44,250,000			44,250,000

Impact on Operating Budget

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

FLOOD MITIGATION
(BPL26)

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	$850,000 DESIGN; $4,150,000 CONSTRUCTION
2013	5,000,000	Flood related projects	$1,500,000 COMPLETE; $3,350,000 CONSTRUCTION; $150,000 DESIGN
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	$3,113,500 DESIGN; $1,886,500 CONSTRUCTION; $863,500 AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	$10,300,000 continuation of this project; $7,000,000 for Mamaroneck/Sheldrake Rivers, and $200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
2024	27,250,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	76,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	76,500,000	6,891,825	69,608,175
Total	76,500,000	6,891,825	69,608,175

FLOOD MITIGATION
(BPL26)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
79	09	900,000	12/02/10	358,000	499
			12/02/10	(358,000)	
			11/30/11	522,141	
			11/30/11	77,859	
			11/19/15	250,434	
			11/19/15	48,566	
			11/19/15	501	
140	09	2,441,625	10/24/12	740,494	
			10/24/12	75,506	
			10/24/12	6,240	
			12/10/13	852,989	
			12/10/13	104,011	
			12/10/13	2,925	
			11/19/15	334,212	
			11/19/15	64,813	
			11/19/15	669	
			12/15/16	259,766	
11	17	2,974,875	12/15/17	31,948	472,636
			12/15/17	5,866	
			12/15/17	50	
			12/15/17	29,606	
			12/15/17	5,436	
			12/15/17	46	
			12/10/18	660,625	
			12/10/19	959,846	
			12/10/19	189,546	
			12/10/19	117,641	
			12/10/19	23,231	
			04/30/20	478,398	
171	18				
107	19	300,000	12/01/21	123,508	111,040
			11/30/23	59,583	
			11/30/23	5,869	
247	19				

FLOOD MITIGATION
(BPL26)

171	21	350,000	11/30/23	56,656	287,764
			11/30/23	5,581	
175	21	270,000	11/30/23	201,681	48,454
			11/30/23	19,866	
85	22	130,000			130,000
92	22	2,200,000			2,200,000
95	22				
54	22	1,200,000			1,200,000
23	23	2,500,000	11/30/23	485,406	1,966,781
			11/30/23	47,813	
196	23	150,000			150,000
198	23	3,870,000			3,870,000
206	23	121,250			121,250
208	23	128,750			128,750
30	24				
81	24	2,000,000			2,000,000
186	24	450,000			450,000
Total		19,986,500		6,849,326	13,137,174

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Rye in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 2981).

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement (the "IMA") with the Town of Rye (the "Town"), in connection with a flood mitigation and/or flood damage reduction project in the area of Rye Town Park, pursuant to capital project BPL26 – Flood Mitigation (the "Project").

§2. The County will contribute an amount of $1,900,000 to finance up to 50% of the costs associated with the Project.

§3. In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, the Town shall grant a non-exclusive easement in, on, over, under, and through the Property where the Project is located to the County, for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued by the County for the construction of the Project, estimated to be thirty years.

§4. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be thirty years.

§5. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

This **AGREEMENT**, made _____, 2025 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 RYE, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, 3rd Floor, Port Chester, NY 10573,

(hereinafter referred to as the "Municipality").

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans", and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the "SWAB") to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with County municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into "Phase I" funding and "Phase II" funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4th 2014 by Act No. 134 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is located within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency and shown on the Flood Prone Areas Maps included in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of a flood mitigation and/or flood damage reduction project known as the Rye Town Park (the "Project"), and further described herein, to be undertaken by the Municipality; and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date at the top of Page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

ARTICLE II
TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any associated final designs and specifications. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to $1,900,000.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to $3,800,000.00 shall be paid up to fifty (50) percent by the County (up to $1,900,000.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than $3,800,000.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's

contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the "Flood Mitigation Criteria" developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality's appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning ("Planning Commissioner"). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation ("DPWT Commissioner"). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. 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 a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the "Easement(s)") in, upon, under and over that portion of the Municipality's property within which the Project is located (the "Property"), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule "B". The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E" or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. 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 delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as 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. Notices shall be sent to the following:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to: County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality: Town Supervisor
Town of Rye
222 Grace Church Street, 3rd Floor
Port Chester, NY 10573

with a copy to: _____
_____
_____
_____

ARTICLE VII
INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by

any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations,

concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. 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 all or part of this Article, 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 all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. 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.

Section 8.3. 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.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement 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, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project

shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. 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.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or 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 Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By:_____
Blanca P. Lopez, M.S.
Commissioner of Planning

TOWN OF RYE

By:_____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 2025-_____ on the _____ day of _____, 2025

Approved by the Town Council of the Town of Rye on the ____ day of _____, 2025.

Approved

_____
Sr. Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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 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; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate 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

_____
(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, 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 WESTCHESTER)

On this _____ day of _____, 20__, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____ _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

_____
Notary Public
County of

SCHEDULE "A"

SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement.

Project Description: The construction of stormwater diversion infrastructure to alleviate flooding and erosion on Forest Avenue, Rye Town Park and public beach. The project will also modify the park's pond spillway and outlet channel area mitigate beach flooding from stormwater in storms as great as the 100-year event.

	SCOPE TASK	AMOUNT	COUNTY FUNDS
1	Drainage Piping and Related Appurtenances	$ 980,000.00	$ 490,000.00
2	Drainage Structures (existing and new)	$ 340,000.00	$ 170,000.00
3	Miscellaneous Excavation, Asphalt Milling and Rock Excavation	$ 550,000.00	$ 275,000.00
4	Maintenance and Protection of Traffic and	$ 230,000.00	$ 115,000.00
5	Restoration of Trenches, Pavements, Sidewalks, Landscaping, etc.	$ 450,000.00	$ 225,000.00
	SUBTOTAL	$ 2,550,000.00	$ 1,275,000.00
	Mobilzation (5%)	$ 127,500.00	$ 63,750.00
	Bonds and Insurance (3%)	$ 76,500.00	$ 38,250.00
	Contingency (10%)	$ 255,000.00	$ 127,500.00
	Cost Escalation	$ 166,000.00	$ 83,000.00
6	Engineering	$ 325,000.00	$ 162,500.00
7	Construction Inspection and Administration	$ 300,000.00	$ 150,000.00
	TOTAL	**$ 3,800,000.00**	**$ 1,900,000.00**

SCHEDULE "B"

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ___ day of _____, 2025, by

THE TOWN OF RYE, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at 222 Grace Church Street, 3rd Floor, Port Chester, NY 10573 ("Grantor"); and

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/or the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of that certain parcel of real property located in the City of Rye, New York and identified on the tax maps of the City of Rye as: Section 153-7., Block 3, Lot 93, which real property is more particularly described in Schedule "B-1," which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One ($1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule "B-1," which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date

herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

TOWN OF RYE

By: _____

COUNTY OF WESTCHESTER

By: _____

Record and Return to:

_____

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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 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; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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 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; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

SCHEDULE "B-1"

EASEMENT BOUNDARY

[INSERT EASEMENT BOUNDARY MAP]

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.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 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.

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

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.

INSERT VENDOR DIRECT FORM

SCHEDULE "E"

County's Discretionary Funding Policy attached hereto.

WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING IMPLEMENTATION PLAN
August 9, 2010

Appendix D-2(ii): Discretionary Funding Allocation Policy as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement andDismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

(a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do notaffirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;

(b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and

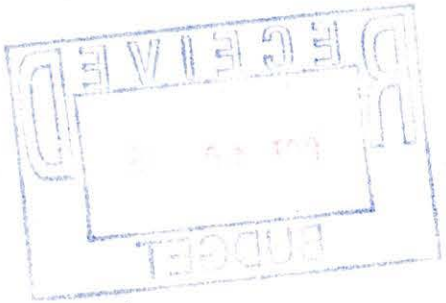
(c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.



HONORABLE BOARD OF LEGISLATORS
WESTCHESTER COUNTY

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("DPWT"), to enter into inter-municipal agreements (collectively "IMAs") with local municipalities for snow and ice control on County roads located within those municipalities for the winter seasons commencing October 1, 2025 through September 30, 2030. Authorization of these IMAs will ensure the continuation of the long standing program for snow and ice control on County roads. The current inter-municipal agreements will expire on September 30, 2025.

The rates of reimbursement for the 2025/2026 season would be as follows:

$3,257.00 per mile for 2 lane roads;
$4,296.00 per mile for 3 lane roads;
$4,748.00 per mile for 4 lane roads.

In addition, it is proposed that the Salt Shed Incentive program be continued. Those local municipalities whose salt storage and application rates are consistent with the recommendations for the 208 Water Quality Program and are in compliance with the best management practices guidelines currently endorsed by the DPWT Commissioner, would be reimbursed for snow and ice control on County roads within their boundaries for the 2025/2026 season at the following rates:

$5,030.00 per mile for 2 lane roads;
$6,540.00 per mile for 3 lane roads;
$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

In accordance with the terms of the IMAs, the municipalities will not be responsible for the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads within the boundaries of the Municipality, unless damage to County property is caused by the Municipality, its employees, agents or contractors.

The Planning Department has advised that based on its review, the proposed IMAs may be classified as a "Type II" action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA"). Type II actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. Your Committee concurs with this recommendation.

Your Committee has been advised that the IMAs are exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)iii thereof, which exempts transactions or contracts with the United States of America, any State and any political subdivision, agency or instrumentality thereof.

Pursuant to the Laws of Westchester County, the proposed Act must be approved by an affirmative vote of not less than a majority the voting strength of the Board of Legislators.

Accordingly, after due consideration, your Committee recommends enactment of the annexed proposed Act.

Dated: November 24th, 2025
White Plains, New York

Budget & Appropriations

Public Works & Transportation

COMMITTEE ON

K:sjc 9/30/2025

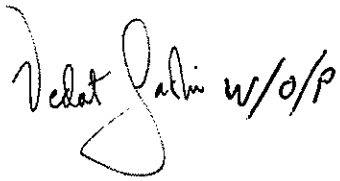
Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations





FISCAL IMPACT STATEMENT

SUBJECT: Snow and Ice Agreements ☐ **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 $ 689,437

Total Current Year Revenue $ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-46-6000-4910-GGDS

Potential Related Operating Budget Expenses: Annual Amount

Describe: None

Potential Related Operating Budget Revenues: Annual Amount

Describe: None

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

Current Year: Our staff is unable to plow all the roads throughout Westchester County that are listed in the agreements.

Next Four Years:

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation

Date: September 29, 2025

Reviewed By: QP 10/7/25 UC

Budget Director

Date: 10/9/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

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

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

DATE: September 25, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR SNOW AND ICE REMOVAL INTERMUNICIPAL AGREEMENTS**

PROJECT/ACTION: Agreements with local municipalities, whereby the municipality will provide for the removal of snow and ice on County-owned roads within their jurisdiction. The County will pay the municipality based on mileage, with higher rates given for the implementation of best management practices. The current 5-year agreements are due to expire. The new authorization will allow for the continuation of these services for an additional 5 years.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
- **617.5(c)(42):** emergency actions that are immediately necessary on a limited and temporary basis for the protection or preservation of life, health, property or natural resources, provided that such actions are directly related to the emergency and are performed to cause the least change or disturbance, practicable under the circumstances, to the environment....

COMMENTS: None.

DSK/cnm
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Sean Curtin, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2025-_____

AN ACT to authorize the County of Westchester to enter into inter-municipal agreements with local municipalities for snow and ice control on County roads within the boundaries of the municipalities.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into inter-municipal agreements with local municipalities for snow and ice control on County roads within their boundaries for the winter seasons, for a term commencing on October 1, 2025 through September 30, 2030.

§2. The County shall reimburse local municipalities for snow and ice control on County roads within their boundaries at the following rates for the 2025/2026 season:

$3,257.00 per mile for 2 lane roads;
$4,296.00 per mile for 3 lane roads;
$4,748.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

§3. Those local municipalities whose salt storage and application rates are consistent with the recommendations for the 208 Water Quality Program and are in compliance with the best management practices guidelines currently endorsed by the Westchester County Commissioner of Public Works and Transportation shall be reimbursed for snow and ice control on County roads within their boundaries at the following rates for 2025/2026 season:

$5,030.00 per mile for 2 lane roads;
$6,540.00 per mile for 3 lane roads;
$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

§4. The County Executive, or his authorized designee be and hereby is authorized and empowered to take such actions and to execute and deliver such instruments and agreements as may be necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

Agreement No. _____

THIS AGREEMENT made _____ 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, 148 148 Martine Avenue, White Plains, New York 10601,
(hereinafter referred to as the "County");

and

[INSERT MUNICIPALITY NAME AND ADDRESS],
(hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

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

FIRST: This Agreement shall commence on October 1, 2025 and shall expire on September 30, 2030 unless sooner terminated as herein provided.

SECOND: The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

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The Municipality shall not be required to provide the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads as identified in Schedule "D", unless damage to County property is caused by the Municipality, its employees, agents or contractors.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

THIRD: For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".

(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

	Roads Added	Roads Deleted
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

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FOURTH: Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

FIFTH: The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

SIXTH: 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 moneys 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

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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 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: Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part when deemed to be in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, 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 their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall

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be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

EIGHTH: Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated ("Laws") including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

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TENTH: The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY ($50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(f) 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.

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ELEVENTH: The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide County if the Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

TWELFTH: 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, to the respective addresses as 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:

Commissioner
Westchester County Department of Public Works and Transportation
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains, New York 10601

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With a copy to:

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

To the Municipality:

[INSERT NOTICE INFO]

THIRTEENTH: 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. Municipalities 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 "E." 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 County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

FOURTEENTH: The failure of either party 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 for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

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FIFTEENTH: This Agreement shall bind the successors, assigns and representatives of the parties hereto.

SIXTEENTH: 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. No change, modification or cancellation of this Agreement shall be effective 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.

SEVENTEENTH: 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.

EIGHTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

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

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IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

THE COUNTY OF WESTCHESTER

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

[MUNICIPALITY]

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators on the ____ day of _____, 20__.

Approved

_____
Assistant County Attorney
County of Westchester

K:SJC/DPW/Snow&Ice.IMA.8.22.2025

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MUNICIPALITY'S 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(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.

DRAFT

Date:_____ _____
Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____
(Officer other than Officer signing agreement)

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, that said agreement
(Title of Person Executing Agreement)

was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly
(Town Board, Village Board, Town Council)

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

_____
(Signature)

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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 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

SCHEDULE "A"

WITHOUT "208" INCENTIVE

The rates of reimbursement for the 2025/2026 season shall be as follows:

$3,257.00 per mile for 2 lane roads;
$4,296.00 per mile for 3 lane roads;
$4,748.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

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SCHEDULE "B"

WITH "208" INCENTIVE

$5,030.00 per mile for 2 lane roads;
$6,540.00 per mile for 3 lane roads;
$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

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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):

DRAFT

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.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 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"

COUNTY ROADS – SNOW AND ICE AGREEMENT

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SCHEDULE "E"

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.

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Westchester gov.com

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:

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:

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

Westchester County • Department of Finance • Treasury Division

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.

NEW/CHANGE VEN EFT 9/08

BCR63 (Unique ID# 3044)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to $925,000.00 in additional bonds of the County to finance capital project BCR63 (3044) - Post 2 Entrance Gate Booth ("BCR63").

The Amended Bond Act in the total amount of $1,050,000.00 was prepared by the law firm Hawkins, Delafield & Wood LLP and includes $125,000.00 in previously authorized bonds of the County. The Bond Act would finance the construction of the replacement of the existing Post 2 entrance booth for the Department of Corrections ("Department"), including the preparation of preliminary plans and specifications and associated work such as plumbing, electrical, and exterior improvements.

Your Committee is advised that the existing booth must be replaced because it has been active for more than three decades and has developed a significant amount of rust in the floor framing and the steel floor plate. The plate floor has numerous patches spanning the rusted sections and these are unstable and failing. The rusting floor is also compromising the wall anchorage and the operation of the sliding doors.

Your Committee is further advised that plumbing, electrical pipes, and conduit(s) require upgrades to ensure continued compliance with health, safety, and electrical codes. The new booth will be enlarged from 12'-0" to 13'-6", to allow room for computers, screens, and the new data/fiber racks for communications.

In addition to the structural concerns and technology upgrades, BCR63 upgrades and improves the safety of the entire booth structure by upgrading it to a 'Ballistic Level 3' protection capability. This protection level will allow the entire new booth to resist hand pistols of 9 mm and 0.357 caliber projectiles, and some 9 mm rifles. Currently, 'Ballistic Level 3' protection is limited only to the existing booth's windows.

BCR63 also includes replacement of the existing booth's two outdated and malfunctioning 'traffic control' gates with related 'induction loops' in the roadway to provide reliable gate operation and updated control systems for the new booth's automatic gates.

Your Committee is advised that the design phase for the project is currently being undertaken by in-house Department staff and is expected to be completed by the fourth quarter of 2025. Subsequently, the Department estimates that the construction phase will take six months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for prior components of this capital project as follows: Bond Act No. 222 - 2024 in the amount of $125,000.00, which financed the cost of design for the replacement of the existing Post 2 entrance booth for the Department. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 222 - 2024 be amended to increase the initial amount authorized by $925,000.00, for a total authorized amount, as amended, of $1,050,000.00, to revise the scope of Bond Act No. 222-2024 to include work associated with the construction phase of the project, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, BCR63 may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. 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.

Dated: November 24th, 2025.
White Plains, New York

COMMITTEE ON

s/mcz/10.15.25

Budget & Appropriations	Public Safety	Public Works & Transportation

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Public Safety

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR63 ☐ **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 $ 1,050,000 **PPU** 30 **Anticipated Interest Rate** 4.13%

Anticipated Annual Cost (Principal and Interest): $ 62,382

Total Debt Service (Annual Cost x Term): $ 1,871,460

Finance Department: Interest rates from October 9, 2025 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: 11

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/15/25

Reviewed By: DV 10/15/25 CO 10/15/25

Budget Director

Date: 10/15/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BCR63 POST 2 ENTRANCE GATE BOOTH**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09/18/2025 (Unique ID: 3044)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: None.

DSK/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

REFERENCE: BCR63

ACT NO. -20____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED OCTOBER 21, 2024, IN RELATION TO THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS, AT THE MAXIMUM ESTIMATED COST OF $1,050,000. (Adopted , 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of $125,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing Post 2 entrance booth for the Department of Corrections, pursuant to Act No. 222-2024 duly adopted on October 21, 2024; and

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for the estimated cost of such improvement;

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 October 21, 2024, entitled:

"ACT NO. 222-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $125,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS, STATING THE ESTIMATED TOTAL COST THEREOF IS $125,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $125,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $1,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,050,000 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; $1,050,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction of the replacement of the existing Post 2 entrance booth for the Department of Corrections, including the preparation of preliminary plans and specifications and associated work such as plumbing, electrical and exterior improvements, 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 $1,050,000. The plan of financing includes the issuance of $1,050,000 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 said specific object or purpose, within the limitations of Section 11.00 a. 11(a)(1) of the Law, is thirty (30) 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

$1,050,000. 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 $1,050,000 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.

Section (B). The amendment 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 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_____.

The Clerk and Chief Administrative Office of the County Board of Legislators County of Westchester, New York

(SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on October 21, 2024 and amended on _____, 20_____ and approved, as amended, 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 amended 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 $1,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,050,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on October 21, 2024 and amended on _____, 20_____)

object or purpose: to finance the construction of the replacement of the existing Post 2 entrance booth for the Department of Corrections, including the preparation of preliminary plans and specifications and associated work such as plumbing, electrical and exterior improvements, 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: $1,050,000; thirty (30) 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

CAPITAL PROJECT FACT SHEET

Project ID:* BCR63

☐ **CBA**

Fact Sheet Date:* 09-18-2025

Fact Sheet Year:* 2025

Project Title:* POST 2 ENTRANCE GATE BOOTH

Legislative District ID: 3,

Category* BUILDINGS, LAND & MISCELLANEOUS

Department:* CORRECTION

CP Unique ID: 3044

Overall Project Description

This project funds the replacement of Post 2 building with new prefabricated building including associated electrical work and site work and reconfiguration of the existing entrance road.

☒ Best Management Practices ☒ Energy Efficiencies ☒ Infrastructure

☒ Life Safety ☐ Project Labor Agreement ☐ Revenue

☒ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	1,900	1,900	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,900	1,900	0	0	0	0	0	0

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

Current Bond Description: Bonding is requested for construction funding to replace the existing Post 2 entrance booth with a prefabricated structure on the existing slab. This project also includes associated work, such as plumbing, electrical and exterior improvements.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	925,000
Cash:	0
Total:	**$ 925,000**

SEQR Classification:
TYPE II

Amount Requested:
925,000

Expected Design Work Provider:

☒ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:
ENERGY EFFICIENT LED LIGHTING WILL BE USED.

Appropriation History:

Year	Amount	Description
2023	250,000	DESIGN
2024	1,650,000	CONSTRUCTION

Total Appropriation History:
1,900,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
24	222	125,000	0	

Total Financing History:
125,000

Recommended By:

Department of Planning	**Date**
MLLL	09-18-2025
Department of Public Works	**Date**
RJB4	09-18-2025
Budget Department	**Date**
DEV9	09-19-2025
Requesting Department	**Date**
WPF4	09-19-2025

POST 2 ENTRANCE GATE BOOTH
(BCR63)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

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	2025	2026	2027	2028	2029	Under Review
Gross	1,900	1,900							
Non County Share									
Total	1,900	1,900							

Project Description

This project funds the replacement of Post 2 building with new prefabricated building including associated electrical work and site work and reconfiguration of the existing entrance road.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2023	250,000	Design	$125,000 DESIGN; $125,000 AWAITING BOND AUTHORIZATION
2024	1,650,000	Construction	AWAITING BOND AUTHORIZATION
Total	1,900,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,900,000		1,900,000
Total	1,900,000		1,900,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
222 24	125,000			125,000
Total	125,000			125,000

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the Westchester County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of $5,457,000.00 to finance capital project RB03F – Ardsley Road Over Bronx River And Bronx River Parkway, Scarsdale and Greenburgh ("RB03F"). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood LLP, will finance the cost of the rehabilitation of two existing bridges on Ardsley Road over the Bronx River and the Bronx River Parkway in Scarsdale and Greenburgh, including the complete removal and replacement of the roadway pavement, fill, sidewalks, and waterproofing membrane; the replacement of deteriorated concrete on both structures; reconstruction and repointing of stone parapets and stone facing; the relocation of utilities; the installation of underwater concrete, rip-rap and bioremediation along the banks; and the reconstruction of concrete steps.

The Department of Public Works and Transportation ("Department") has advised your Committee that the bridge over the Bronx River, which was built in 1924, and the bridge over the Bronx River Parkway, which was built in 1925, have an annual daily traffic count ("AADT") of 15,775 and are in need of rehabilitation to maintain safe roadways for the traveling public. In 2023, the New York State Department of Transportation ("NYSDOT") gave the bridge over the Bronx River Parkway a condition rating of 4.06. In 2025, NYSDOT gave the bridge over the Bronx River a condition rating of 3.78. Both bridges have continued to deteriorate. The condition rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. A rating below 5 indicates that a bridge requires work and delay of this work could result in the continued deterioration of the bridge.

Your Committee is further advised that design for RB03F is currently being undertaken by a consultant and is expected to be completed by the fourth quarter of 2025. It is anticipated that construction will take approximately twenty-four months and will begin after award and execution of the construction contracts.

The Department of Planning has advised your Committee that based on its review, RB03F may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental

review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th, 2025.
White Plains, New York

COMMITTEE ON

c/mcz/10.15.25

Budget & Appropriations

Public Works & Transportation

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03F ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one): [X] Current Appropriations

[ ] Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 5,457,000 **PPU** 30 **Anticipated Interest Rate** 4.13%

Anticipated Annual Cost (Principal and Interest): $ 323,794

Total Debt Service (Annual Cost x Term): $ 9,713,820

Finance Department: Interest rates from October 9, 2025 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: 59

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/15/25

Reviewed By: DV 10/15/25 CM 10/15/25

Budget Director

Date: 10/15/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: October 1, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB03F ARDSLEY ROAD OVER BRONX RIVER AND BRONX RIVER PARKWAY, SCARSDALE AND GREENBURGH (BIN 3348280 AND 3348790)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09/24/2025 (Unique ID: 3038)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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.

COMMENTS: All repairs and improvements will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

DSK/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: RB03F

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $5,457,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REHABILITATION OF TWO EXISTING BRIDGES ON ARDSLEY ROAD OVER THE BRONX RIVER AND THE BRONX RIVER PARKWAY IN SCARSDALE AND GREENBURGH, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,457,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,457,000 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 the provisions of other laws applicable thereto, $5,457,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the rehabilitation of two existing bridges on Ardsley Road over the Bronx River and the Bronx River Parkway in Scarsdale and Greenburgh, including the complete removal and replacement of the roadway pavement, fill, sidewalks and waterproofing membrane; the replacement of deteriorated concrete on both structures; reconstruction and repointing of stone parapets and stone facing; the

relocation of utilities; the installation of underwater concrete, rip-rap and bioremediation along the banks; and the reconstruction of concrete steps, 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 the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $5,457,000. The plan of financing includes the issuance of $5,457,000 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 said specific object or purpose, within the limitations of Section 11.00 a. 10 of the Law, is forty (40) 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 $5,457,000. 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 $5,457,000 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_____.

The Clerk and Chief Administrative Office of the County Board of Legislators County of Westchester, New York

(SEAL)

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 $5,457,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REHABILITATION OF TWO EXISTING BRIDGES ON ARDSLEY ROAD OVER THE BRONX RIVER AND THE BRONX RIVER PARKWAY IN SCARSDALE AND GREENBURGH, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,457,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,457,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20_____)

Object or purpose: to finance the cost of the rehabilitation of two existing bridges on Ardsley Road over the Bronx River and the Bronx River Parkway in Scarsdale and Greenburgh, including the complete removal and replacement of the roadway pavement, fill, sidewalks and waterproofing membrane; the replacement of deteriorated concrete on both structures; reconstruction and repointing of stone parapets and stone facing; the relocation of utilities; the installation of underwater concrete, rip-rap and bioremediation along the banks; and the reconstruction of concrete steps; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued and period of probable usefulness: $5,457,000; forty (40) 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

4039369.1 048034 LEG

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
RB03F		09-08-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	ARDSLEY ROAD OVER BRONX RIVER AND BRONX RIVER PARKWAY, SCARSDALE AND GREENBURGH (BIN 3348280 AND 3348790)	5, 12,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	3038

Overall Project Description

This project will rehabilitate two bridges at Ardsley Road, one over the Bronx River and the other over the Bronx River Parkway. Work will include the complete removal and replacement of the roadway pavement, fill, sidewalks and waterproofing membrane. Deteriorated concrete on both structures will be removed and replaced. Utilities will be relocated to permit repairs. The stone parapets and stone facing will be repaired and repointed. On the bridge over the river, erosion and scour related problems will be addressed with underwater concrete, rip-rap and bioremediation along the banks. Concrete steps will be repaired. The structure over the river is 36 ft. long and 40 ft. wide, the deck area is 1,440 s.f. and was built in 1924. The structure over the Bronx River Parkway is 43 ft. long and 45 ft. wide, the deck area is 1,935 s.f. and was built in 1925. This project will be coordinated with P0018.

☒ Best Management Practices	☐ Energy Efficiencies	☒ Infrastructure
☒ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	5,800	5,800	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,800	5,800	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 342

Current Bond Description: Funding is requested for construction and construction management associated with the rehabilitation of two bridges at Ardsley Road, one over the Bronx River and the other over the Bronx River Parkway. The work will include the complete removal and replacement of the roadway pavement, fill, sidewalks and waterproofing membrane. Deteriorated concrete on both structures will be removed and replaced. The utilities will be relocated to permit repairs. The stone parapets and stone facing will be repaired and repointed. On the bridge over the river, erosion and scour related problems will be addressed with underwater concrete, riprap and bioremediation along the banks. The concrete steps will be repaired. The structure over the river is 36 ft. long and 40 ft. wide, the deck area is 1,440 s.f. and was built in 1924. The structure over the Bronx River Parkway is 43 ft. long and 45 ft. wide, the deck area is 1,935 s.f. and was built in 1925.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	5,457,000
Cash:	0
Total:	**$ 5,457,000**

SEQR Classification:

TYPE II

Amount Requested:

5,457,000

Expected Design Work Provider:

☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

BIN 3348280 - BCR: 3.78 (2025); BIN 3348790 - BCR: 4.06 (2023); AADT: 15,775

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2011	4,045,000	DESIGN AND CONSTRUCTION
2019	800,000	COST ESCALATION
2022	955,000	ADDITIONAL WORK AND A COST ESCALATION

Total Appropriation History:
5,800,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
13	12	450,000	0	REHABLIITATION OF BRIDGES OVER ARDSLEY ROAD OVER BRONX RIVER AND BRONX RIVER PARKWAY OVER SCARSDALE
13E	12	-107,000	0	

Total Financing History:
343,000

Recommended By:

Department of Planning	**Date**
SEDR	09-24-2025
Department of Public Works	**Date**
RJB4	09-24-2025
Budget Department	**Date**
DEV9	09-25-2025
Requesting Department	**Date**
RJB4	09-25-2025

ARDSLEY ROAD OVER BRONX RIVER AND BRONX RIVER PARKWAY, SCARSDALE AND GREENBURGH (BIN 3348280 AND 3348790) (RB03F)

User Department : Public Works

Managing Department(s) : Public Works ;

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	2025	2026	2027	2028	2029	Under Review
Gross	5,800	5,800	342						
Non County Share									
Total	5,800	5,800	342						

Project Description

This project will rehabilitate two bridges at Ardsley Road, one over the Bronx River and the other over the Bronx River Parkway. Work will include the complete removal and replacement of the roadway pavement, fill, sidewalks and waterproofing membrane. Deteriorated concrete on both structures will be removed and replaced. Utilities will be relocated to permit repairs. The stone parapets and stone facing will be repaired and repointed. On the bridge over the river, erosion and scour related problems will be addressed with underwater concrete, rip-rap and bioremediation along the banks. Concrete steps will be repaired. The structure over the river is 36 ft. long and 40 ft. wide, the deck area is 1,440 s.f. and was built in 1924. The structure over the Bronx River Parkway is 43 ft. long and 45 ft. wide, the deck area is 1,935 s.f. and was built in 1925. This project will be coordinated with P0018.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget will be the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2011	4,045,000	Design and construction	$450,000 - DESIGN; $3,595,000 - AWAITING BOND AUTHORIZATION
2019	800,000	Cost escalation	AWAITING BOND AUTHORIZATION
2022	955,000	Additional work and a cost escalation	AWAITING BOND AUTHORIZATION
Total	5,800,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	5,800,000		5,800,000
Total	5,800,000		5,800,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
12 13	450,000			450,000
Total	450,000			450,000

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 (the "Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements ("IMAs") with the municipalities listed in Exhibit "A" attached to the Act (the "Municipalities"), for services to be funded with grants received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act of 1965, as amended ("OAA"). Each of the IMAs will be for terms corresponding to the terms of the grant agreements between NYSOFA and the County ("Grant Agreements"), commencing retroactively on January 1, 2025 and continuing through December 31, 2025, except for the IMAs for the provision of NSIP services, which terms will commence retroactively on October 1, 2024 and continue through September 30, 2025. The IMAs funded with grants received from NYSOFA under the Grant Agreements will be in the total aggregate not-to-exceed amounts set forth below:

IMAs

Title III-B	Title III-C & NSIP
$230,021.00	$1,437,661.00

Your Committee is advised that the services to be provided under the IMAs with the funds received under the OAA for Titles III-B and III-C and NSIP are as follows: (i) nutrition services, such as congregate and home delivered meals; (ii) regional kitchen equipment, supplies, repairs and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community (collectively, the "Services").

Your Committee is further advised that by resolution approved on August 7, 2025, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into the Grant Agreements with NYSOFA.

Your Committee notes that this Honorable Board passed similar authorizing legislation pursuant to Act No. 119- 2024. However, the existing authorization expired on December 31, 2024, and a new authorization will be needed to enter into new agreements.

Your Committee is also advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"), noting that the IMAs are exempt from procurement pursuant to section 3(a) iii of the Policy, which exempts contracts with "... any State and any political subdivision, agency or instrumentality thereof," and pursuant to section 3(a) xix of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Notwithstanding that the procurement for the Services is exempt from the Policy, the Services are funded with federal grant monies and are, therefore, subject to the Federal Procurement Requirements in accordance with Section 11 of the Policy. The Federal procurement regulations (2 CFR§ 200.320), require that contracts in amounts greater than $10,000.00 and up to $250,000.00, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be "non-competitive" procurements. Because the Services are being provided directly by the respective Municipalities using their own resources (i.e., senior centers, buses, food service providers, equipment, etc.), it has been determined that the Services constitute non-competitive procurements in accordance with 2 CFR§ 200.320 (c)(2), in that due to the nature and extent of the services being provided, the Services are only available from those single sources.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed IMAs does not meet the definition of an action under the New York 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, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

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 believes that adoption of the proposed Act is necessary to effectively carry out these worthwhile services to Westchester County residents. Accordingly, after consideration, your Committee recommends adoption of the annexed Act.

Dated: November 24th, 2025
White Plains, New York

Budget & Appropriations	Veterans, Seniors & Youth

COMMITTEE ON

C: mcz/10.15.25

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Colin O. Smith

Veterans, Seniors & Youth

Joe Abate

Catherine F. Parker

FISCAL IMPACT STATEMENT

SUBJECT: IIIB ☐ **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 $ 230021

Total Current Year Revenue $ 230021

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe: .

Potential Related Revenues: Annual Amount $ 230021

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide Transportation, services to Seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Budget Director

10/9/25

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIC1/NSIP ☐ **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 $ 885720

Total Current Year Revenue $ 885720

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T941 (IIIC1) 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe: .

Potential Related Revenues: Annual Amount $ 885720

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs and vehicle expenses as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Budget Director

10/9/05

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIC2/NSIP ☐ **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 $ 551941

Total Current Year Revenue $ 551941

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 263-85-T942 (IIIC2); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 551941

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds,the Department would not be able to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, supplement regional kitchen equipment, supplies, repairs and vehicle expenses as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Budget Director

10/9/25

If you need more space, please attach additional sheets.

ACT NO. – 2025

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with local municipalities for services to be funded under Titles III-B, III-C and NSIP grants of the Older Americans Act.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), be and hereby is authorized to enter into inter-municipal agreements ("IMAs") with the municipalities listed in Exhibit "A" attached hereto (the "Municipalities"), for services to be funded with grants received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act, as amended ("OAA"), each for a term commencing retroactively on January 1, 2025 and continuing through December 31, 2025, except that the term for the IMAs for NSIP services, will commence retroactively on October 1, 2024 and continue through September 30, 2025, in the total aggregate not-to-exceed amounts set forth below:

IMAs

Title III-B	Title III-C & NSIP
$230,021.00	$1,437,661.00

§2. The contract amounts for each IMA shall be determined at the discretion of the Commissioner of the Department.

§3. The services to be provided under the IMAs with the OAA funds for Titles III-B and III-C and NSIP shall include: (i) nutrition services such as congregate and home delivered meals; (ii) regional kitchen equipment, supplies, repairs and vehicle expenses; and (iii) transportation services.

§4. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectu-*/-ate the purposes hereof.

§5. This Act shall take effect immediately.

EXHIBIT "A"

2025 LIST OF MUNICIPALITES AND SERVICES

GRANT: **III-B**	**GRANTS:** **III-C-1, III-C-2 & NSIP**
SERVICES **Transportation**	**SERVICES** **Meals and Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses**
Town of Cortlandt	Town of Cortlandt
Town of Eastchester	Town of Eastchester
Town of Greenburgh	Town of Greenburgh
Town of Mamaroneck	Town of Mamaroneck
Village/Town of Mount Kisco	Village/Town of Mount Kisco *
Town of Mount Pleasant	Town of Mount Pleasant
City of Mount Vernon	City of Mount Vernon *
City of New Rochelle	City of New Rochelle
Town of Ossining	Town of Ossining
City of Peekskill	City of Peekskill *
Village of Port Chester	Village of Port Chester
Town of Somers	Town of Somers
City of White Plains	City of White Plains
City of Yonkers	City of Yonkers
Town of Yorktown	Town of Yorktown *

Note:

- ALL municipalities listed above under Title III-B will provide Transportation Services
- ALL municipalities listed above under III-C-1, III-C-2 & NSIP will provide Meals, EXCEPT that ONLY those marked with an asterisk (*) will also provide Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses

Reference BIT32

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 amended and restated bond act (the "Amended Bond Act"), which was prepared by the law firm Harris Beach Murtha Cullina PLLC, to amend and restate prior Bond Act No. 110-2022 to expand the scope of services authorized thereunder for BIT32 – Radio System Replacement ("BIT32").

Your Committee is advised that, pursuant to Bond Act No. 110-2022 duly adopted on September 12, 2022, your Honorable Board authorized the County of Westchester (the "County") to issue bonds in the total aggregate amount of $32,018,183, which included $23,518,183 in previously authorized bonds of the County, and $8,500,000 in additional funding for BIT32 for the acquisition of equipment, assets, and services needed to complete the replacement and expansion of County emergency communications systems, which enable fire, EMS, police, and other emergency personnel dispatch and communication, and the design of structures at the County's Montrose Station Road site located in Blue Mountain Reservation (the "Park"), as part of the County's Voice Radio Communications Systems Replacement Project (the "Project").

Your Committee is further advised that the Department of Information Technology (the "Department"), which oversees the Project for the Department of Emergency Services ("DES"), the Department of Public Safety ("DPS"), and the Department of Public Works and Transportation ("DPWT"), has recently been informed that additional stormwater management and tree removal work is required at the County's Sun Valley Drive site (the "Site") located at 40 Sun Valley Drive, Croton Falls, in the Town of North Salem, New York, as requested by the Town of North Salem.

The Amended Bond Act would expand the scope of services under Bond Act No. 110-2022 to include stormwater management and tree removal work at the Site, which is part of the Project, at no additional cost.

Design has been completed by outside consultants. It is anticipated that implementation will take approximately eight (8) months to complete and will begin after execution of an amendment to agreement (IT-1559) between the County and Motorola Solutions, Inc., dated December 27, 2018,

for the replacement, expansion and evolution of the County's public safety voice radio communication system.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance prior components of BIT32, as referenced in the attached fact sheet. It is now requested that Bond Act No. 110-2022 be amended and restated to expand the scope of services to include additional stormwater management and tree removal work at the Site.

The Department of Planning has advised your Committee that this component of BIT32, which includes additional stormwater management and tree removal for the Site, was previously reviewed by your Honorable Board in connection with the authorization of lease and easement agreement with the Crotton Falls Fire District related to this Site and was classified as an Unlisted action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"). In accordance with SEQR, a Full Environmental Assessment Form was prepared and, on September 30, 2024, a Negative Declaration was duly adopted by your Honorable Board pursuant to Resolution 151-2024. As such, no further environmental review is required for the proposed Amended Bond Act.

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.

c/cmc/10.15.2025

Dated: November 24th, 2025

White Plains, New York

COMMITTEE ON			
Budget & Appropriations	Public Works & Transportation	Public Safety	Information Technology & Cybersecurity

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations





Public Safety





FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BIT32 [X] **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

BA 110-2022 AMEND SCOPE TO ADD STRMWTR MGT & TREE REMVL SUN VALLEY DRIVE SITE

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal **PPU** **Anticipated Interest Rate**

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term): $ -

Finance Department:

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:

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/16/25

Reviewed By: DV 10/15/25 EA 10/16/25

Budget Director

Date: 10/16/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 14, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BIT32 RADIO SYSTEM REPLACEMENT**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 3039) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The action involves an amendment/restatement of an existing bond act to expand the scope of services to include additional work that has been requested by the Town of North Salem in connection with the installation of a County radio tower at Sun Valley Drive within the Town.

This work, which includes additional stormwater management and tree removal, was previously reviewed by the County Board of Legislators in connection with the authorization of lease and easement agreements with the Croton Falls Fire District and was classified as an Unlisted action under SEQR. In accordance with SEQR, a Full Environmental Assessment Form was prepared and, on September 30, 2024, a Negative Declaration was issued by the Board of Legislators (Resolution 151-2024). As such, no further environmental review is required for the proposed bond act amendment.

Please contact me if you require any additional information regarding this document.

DSK/CNM
Att.
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Adam Epstein, Program Coordinator, Radio Systems
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

REFERENCE BIT32

ACT NO. -20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 110-2022, ADOPTED SEPTEMBER 12, 2022, AUTHORIZING THE ISSUANCE OF $32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $32,018,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___).

Recitals

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance various elements of Capital Project BIT32 pursuant to Act Nos. 109-2018, 110-2018, 111-2018, 112-2018, 113-2018, 114-208 and 115-2018 duly adopted on July 16, 2018, including amendments to 110-2018, 113-2018 and 114-2018 by amending bond acts 146-2019, 147-2019 and 148-2019 duly adopted on July 15, 2019 (collectively, the "Previous Bond Acts",

WHEREAS, on November 9, 2020, the Board adopted Bond Act No. 203-20 which (i) amended Bond Act 109-2018 to expand the scope of project to be financed pursuant to such bond act to encompass all project elements as collectively authorized in the Previous Bond

Acts, and (ii) revoked the Previous Bond Acts, except for 109-2018 which was amended hereby, to the extent of authorized but unissued amounts of bonds pursuant to each respective bond act;

WHEREAS, on November 22, 2021, the Board adopted Bond Act No. 208-2021 which increased the appropriation for the project by $2,360,000 for increased costs of such project;

WHEREAS, on September 12, 2022, the Board adopted Bond Act No. 110-2022, to (i) expand and revise the scope of the project and (ii) increase the appropriation for the project by $8,500,000, including increasing the maximum cost and the amount of bonds authorized in connection therewith; and

WHEREAS, it is now necessary to expand and revise the scope of the project by adding stormwater management and additional tree removal work; and

WHEREAS, in order to accomplish such purpose it is necessary to amend and restate Bond Act 110-2022 to expand and revise the scope of the project;

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), TO AMEND AND RESTATE BOND ACT NO. 110-2022 IN ITS ENTIRETY AS FOLLOWS:

BOND ACT AUTHORIZING THE ISSUANCE OF $32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $32,018,183; STATING THE PLAN OF FINANCING SAID

COST INCLUDES THE ISSUANCE OF $32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; 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, to the provisions of other laws applicable thereto, $32,018,183 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the radio system replacement project for the Department of Information Technology, including stormwater management and additional tree removal; all as collectively set forth in section 1 of each of the Previous Bond Acts, the County's 2021 Capital Budget, the County's current year Capital Budget, and includes any new or additional costs in connection with the project. To the extent that the County has previously issued bonds pursuant to each of the Previous Bond Acts as detailed in column E of the attached Schedule I, the proceeds of such previously issued bonds shall only be expended for the scope of the project as set forth in the respective bond act, from which such proceeds are derived, when originally adopted and/or amended as set forth in column A of Schedule I. The total estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $32,018,183. The plan of financing includes the issuance of $32,018,183 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.

Section 2. The period of probable usefulness of said class of objects or purposes, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) 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 $32,018,183. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. 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___.

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

(SEAL)

LEGAL NOTICE

A Bond Act which is published herewith, has been adopted by the Board of Legislators on September 12, 2022 and approved by the County Executive on September 16, 2022, and amended and restated on _____, 2025 and approved, as amended and restated, by the County Executive on _____, 2025 and the validity of the obligations authorized by such Bond Act, as amended and restated, 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 amended and restated Bond Act 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.

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 110-2022, ADOPTED SEPTEMBER 12, 2022, AUTHORIZING THE ISSUANCE OF $32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $32,018,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 2025).

object or purpose:	to finance the cost of the radio system replacement project for the Department of Information Technology, including stormwater and additional tree removal
amount of obligations to be issued:	$32,018,183
and period of probable usefulness:	ten (10) 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
BIT32		09-10-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	RADIO SYSTEM REPLACEMENT	
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	INFORMATION TECHNOLOGY	3039

Overall Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

☐ Best Management Practices	☐ Energy Efficiencies	☒ Infrastructure
☒ Life Safety	☐ Project Labor Agreement	☐ Revenue
☒ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	124,060	80,860	0	0	10,400	10,400	1,600	20,800
Less Non-County Shares	-2,000	-2,000	0	0	0	0	0	0
Net	126,060	82,860	0	0	10,400	10,400	1,600	20,800

Expended/Obligated Amount (in thousands) as of : 48,918

Current Bond Description: Amendment of Bond Act 110-2022 is requested in order to add stormwater management and additional tree removal work that requires SEQRA environmental review which could not be carried out before the Bond Act was adopted. Act 110-2022 authorizes issuance of bonds to fund the cost of equipment, assets, and services needed to complete the replacement and initial expansion of County emergency communications systems, and fund the cost of equipment, assets, and services needed to continue expansion of these systems which enable fire, EMS, police, and other emergency personnel dispatch and communication. SEQRA environmental review has now been completed for the aforementioned stormwater management and additional tree removal, and amendment of Bond Act 110-2022 is thus now requested in order to authorize this work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	0
Cash:	0
Total:	**$ 0**

SEQR Classification:

UNLISTED

Amount Requested:

0

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☒ Not Applicable

Comments:

Bond Act 110-2022 was originally adopted in response to the request submitted with Unique ID 1961

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2014	6,000,000	PHASE I AND II
2015	2,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2016	6,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2017	8,000,000	CONTINUATION OF THIS PROJECT
2018	25,300,000	IMPLEMENTATION OF STUDY RECOMMENDATIONS
2020	8,500,000	CONTINUATION OF THIS PROJECT
2021	1,180,000	CONTINUATION OF THIS PROJECT
2022	1,180,000	IMPLEMENTATION SERVICES
2023	12,300,000	CONTINUATION OF THIS PROJECT AND A GRANT FROM THE FEDERAL GOVERNMENT
2024	10,400,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

80,860,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	74	300,000	290,027	RADIO SYSTEM REPLACEMENT - PHASE I & II OF COUNTY WIRELESS SYSTEM
18	110	0	0	TRUNKED RADIO SYSTEM SIMULCAST CONTROL & REMOTE SITE EQUIPMENT
18	111	4,912,714	4,912,714	REPLACEMENT OF MOBILE (VEHICLE-MOUNTED) RADIOS USED BY EMERGENCY PERSONNEL
18	112	4,574,033	4,574,033	REPLACEMENT OF PORTABLE AND BASE STATION RADIOS USED BY EMERGENCY PERSONNEL
18	113	0	0	REPLACEMENT OF RADIO DISPATCH AND COMMUNICATION SYSTEMS USED BY COUNTY POLICE
18	109	3,659,830	3,659,830	REPLACEMENT OF COUNTY'S WIRELESS RADIO SYSTEM FOR FIRE, EMS, POLICE, AND OTHER EMERGENCY PERSONNEL
18	114	3,325,914	3,325,914	REPLACEMENT OF WIRELESS RADIO SYSTEM INCLUDING VOICE RADIO PAGING SYSTEM
18	115	3,392,332	3,392,332	INTEGRATE TRUNKED RADIO SYSTEM WITH TRANSPORTATION COMMUNICATION SYSTEM
19	146	4,247,540	4,247,540	REPLACEMENT OF TRUNKED RADIO SYSTEM FOR EMERGENCY SERVICE COMMUNICATION
19	147	1,729,454	1,729,454	REPLACEMENT OF RADIO DISPATCH & COMMUNICATION SYSTEMS USED BY COUNTY POLICE
19	148	0	0	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPACH FIRE DEPARTMENTS & EMS AGENCIES
20	203	0	3,946,591	
21	208	2,341,577	2,341,577	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPACH FIRE DEPARTMENTS & EMS AGENCIES
22	110	29,676,606	2,730,311	RADIO SYSTEM REPLACEMENT - ID 1961

Total Financing History:
58,159,999

Recommended By:

Department of Planning	**Date**
SEDR	09-24-2025
Department of Public Works	**Date**
RJB4	09-24-2025
Budget Department	**Date**
DEV9	09-25-2025
Requesting Department	**Date**
DDMK	09-26-2025

RADIO SYSTEM REPLACEMENT
(BIT32)

User Department : Information Technology

Managing Department(s) : Information Technology ;

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	2025	2026	2027	2028	2029	Under Review
Gross	124,060	80,860	48,758			10,400	10,400	1,600	20,800
Non County Share	(2,000)	(2,000)							
Total	122,060	78,860	48,758			10,400	10,400	1,600	20,800

Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2014	6,000,000	Phase I and II	IN PROGRESS
2015	2,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2016	6,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2017	8,000,000	Continuation of this project	IN PROGRESS
2018	25,300,000	Implementation of study recommendations	IN PROGRESS
2020	8,500,000	Continuation of this project	IN PROGRESS
2021	1,180,000	Continuation of this project	IN PROGRESS
2022	1,180,000	Implementation services	IN PROGRESS
2023	12,300,000	Continuation of this project and a grant from the Federal Government	$2,000,000 NCS; $10,300,000 awaiting bond authorization.
2024	10,400,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	80,860,000		

RADIO SYSTEM REPLACEMENT
(BIT32)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	78,860,000	31,203,732	47,656,268
Federal Funds	2,000,000		2,000,000
Total	80,860,000	31,203,732	49,656,268

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
74	14	300,000	12/15/17	165,292	9,973
			12/15/17	30,349	
			12/15/17	256	
			12/10/18	94,129	
109	18	3,659,830	12/10/19	3,056,289	
			12/10/19	603,541	
110	18				
111	18	4,912,714	12/10/19	4,102,561	
			12/10/19	810,153	
112	18	4,574,033	12/10/19	3,819,731	
			12/10/19	754,302	
113	18				
114	18	3,325,914	12/10/19	2,777,439	
			12/10/19	548,475	
115	18	3,392,332	12/10/19	2,832,904	
			12/10/19	559,428	
146	19	4,247,540	12/10/19	3,547,080	
			12/10/19	700,460	
147	19	1,729,454	12/10/19	1,444,251	
			12/10/19	285,203	
148	19				
203	20				
208	21	2,341,577	12/01/21	105,693	
			12/01/21	663,687	
			12/01/21	1,572,198	
			12/01/22		
			12/01/22		
110	22	29,676,606	12/01/22	1,671,910	26,946,295
			12/01/22	166,156	
			11/30/23	812,238	
			11/30/23	80,006	
Total		58,160,000		31,203,732	26,956,268

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 a bond act ("Bond Act") in the amount of $100,000 to finance capital project CC105 – Technology Upgrade Off Campus 2022/23-2026/27 ("CC105"). The Bond Act, which was prepared by the law firm Harris Beach, will finance the County's approximately 50% share of the cost of technology upgrades off campus for Westchester Community College ("College"), including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote work/desktop equipment, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications

The College has advised that it is essential to replace and purchase new computer hardware equipment for the college community.

The College has advised that the total amount appropriated for CC105 is $200,000. This bond request in the amount of $100,000, represents the County's approximately 50% share of CC105. The remaining 50% will be funded by New York State.

Following bonding authorization, it is anticipated that the upgrades will take twenty-four months to complete. It is anticipated that the work will be completed by in-house staff.

The Planning Department has advised your Committee that based on its review, CC105 may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th 20 25
White Plains, New York

COMMITTEE ON

c/mg/9-25-25

Budget & Appropriations	Public Works & Transportation	Information Technology & Cyber Security

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: CC105 ☐ **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 $ 100,000 **PPU** 5 **Anticipated Interest Rate** 2.47%

Anticipated Annual Cost (Principal and Interest): $ 21,487

Total Debt Service (Annual Cost x Term): $ 107,435

Finance Department: Interest rates from October 9, 2025 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):

No operating impact

SECTION D - EMPLOYMENT

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

Prepared by: Dawn Gillins

Title: Acting VP Admin Svcs/CFO

Department: WCC

Date: 10/16/25

Reviewed By: DV 10/15/25 CM 10/16/25 **Budget Director**

Date: 10/16/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: CC105 TECHNOLOGY UPGRADE OFF-CAMPUS 2022/23-2026/27**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08/29/2025 (Unique ID: 3013)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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)(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/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES OFF CAMPUS FOR WESTCHESTER COMMUNITY COLLEGE; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $100,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $100,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; 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 Third-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, to the provisions of other laws applicable thereto, $100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of technology upgrades off campus for Westchester Community College, including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote

work/desktop peripheral, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications; 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 object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $200,000. The plan of financing includes the issuance of $100,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of $100,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, 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 applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) 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 $100,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

STATE OF NEW YORK)

: ss.:

COUNTY OF WESTCHESTER)

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__.

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

(SEAL)

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 $100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES OFF CAMPUS FOR WESTCHESTER COMMUNITY COLLEGE, STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $100,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $100,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

object or purpose: to finance the cost of technology upgrades off campus for Westchester Community College, including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote work/desktop peripheral, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications; at the estimated maximum cost of $200,000; 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: $100,000; five (5) 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
CC105		07-31-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	TECHNOLOGY UPGRADE OFF CAMPUS 2022/23-2026/27	3,
Category*	**Department:***	**CP Unique ID:**
WCC - BUILDINGS	COMMUNITY COLLEGE	3013

Overall Project Description

The college, as most centers of higher education, is under increasing pressure to offer the basic technological support services required by today's society. Long term considerations must be given to adequately plan for the introduction of new technologies. The scope of the projects supports the modest program which introduces new and replacement technologies at the college's off campus locations. This endeavor is essential for WCC to remain competitive in the future. It will enable the College to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

☒ Best Management Practices	☐ Energy Efficiencies	☐ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	996	602	200	194	0	0	0	0
Less Non-County Shares	201	100	101	0	0	0	0	0
Net	795	502	99	194	0	0	0	0

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

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of $100,000 of the initial phase of this Technology Upgrade Off Campus project. The project will address the need for the replacement of older computers, printers and scanners with newer and faster ones to keep up with the latest technology. In addition, these funds will also include new initiatives for Academic Technology, and expansion for remote work/desktop peripheral, unified communications, wireless, and tablet and mobile devices. This project will provide digital signage replacements for regular and emergency communications. With this commitment, WCC will also be confident it can uphold its reputation of academic distinction by remaining technologically competitive.

Financing Plan for Current Request:

Non-County Shares:	$ 100,000
Bonds/Notes:	100,000
Cash:	0
Total:	**$ 200,000**

SEQR Classification:

TYPE II

Amount Requested:

100,000

Expected Design Work Provider:

☐ County Staff	☐ Consultant	☒ Not Applicable

Comments:

The amount appropriated for this initial phase is $200,000. This bonding request is in the amount of $100,000 and represents the County's 50% share of approved Capital Project WCC105 Technology Upgrade Off Campus. The state has approved funding on the remaining 50%

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	200,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE I
2023	202,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE II
2024	200,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE III

Total Appropriation History:
602,000

Total Financing History:
0

Recommended By:

Department of Planning
MLLL

Date
08-29-2025

Department of Public Works
RJB4

Date
08-29-2025

Budget Department
DEV9

Date
09-02-2025

Requesting Department
DAGX

Date
09-25-2025

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 a bond act ("Bond Act") in the amount of $1,009,000 to finance capital project CC106 – Technology Upgrade On-Campus 2022/23-2026/27 ("CC106"). The Bond Act, which was prepared by the law firm Harris Beach, will finance the County's approximately 50% share of technology upgrades on campus at the Westchester Community College ("College"), including replacements for College's personal computers, laptops, tablets, test equipment, printers, scanners, phone system, routers, keyboard video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, Network Access Controller AC security replacement equipment, expansion of tablet and mobile device technology.

The College has advised that it is essential to purchase new computer hardware equipment for the college community.

The College has advised that the total amount appropriated for CC106 is $2,018,000. This bond request in the amount of $1,009,000, represents the County's 50% share of CC106. The remaining 50% will be funded by New York State.

Following bonding authorization, it is anticipated that CC106 will take 24 months to complete. It is anticipated that the work will be completed by in-house staff.

The Planning Department has advised your Committee that based on its review, CC106 may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th, 2025
White Plains, New York

c/mg/9-26-25

Budget & Appropriations	Public works & Transportation	Information Technology & Cybersecurity

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: CC106 ☐ **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 $ 1,009,000 **PPU** 5 **Anticipated Interest Rate** 2.47%

Anticipated Annual Cost (Principal and Interest): $ 217,210

Total Debt Service (Annual Cost x Term): $ 1,086,050

Finance Department: Interest rates from October 9, 2025 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):

No operating impact

SECTION D - EMPLOYMENT

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

Prepared by: Dawn Gillin

Title: Acting VP Admin Services/CFO

Department: WCC

Date: 10/16/25

Reviewed By: DV 10/15/25 CH 10/16/25

Budget Director

Date: 10/16/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: CC106 TECHNOLOGY UPGRADE ON-CAMPUS 2022/23-2026/27**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08/29/2025 (Unique ID: 3014)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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)(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/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $1,009,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES ON CAMPUS AT THE WESTCHESTER COMMUNITY COLLEGE; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $2,018,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,009,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $1,009,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; 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 Third-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, to the provisions of other laws applicable thereto, $1,009,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of technology upgrades on campus at the Westchester Community College, including replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, keyboard

video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, NAC security replacement equipment, expansion of tablet and mobile device technology; 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 object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $2,018,000. The plan of financing includes the issuance of $1,009,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of $1,009,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, 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 applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) 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 $1,009,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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__.

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

(SEAL)

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 $1,009,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES ON CAMPUS AT THE WESTCHESTER COMMUNITY COLLEGE, STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $2,018,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,009,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $1,009,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

object or purpose: to finance the cost of technology upgrades on campus at the Westchester Community College, including replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, keyboard video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, NAC security replacement equipment, expansion of tablet and mobile device technology; at the estimated maximum cost of $2,018,000; 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: $1,009,000; five (5) 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
CC106		07-31-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	TECHNOLOGY UPGRADE ON-CAMPUS 2022/23-2026/27	3,
Category*	**Department:***	**CP Unique ID:**
WCC - BUILDINGS	COMMUNITY COLLEGE	3014

Overall Project Description

Westchester Community College provides educational instruction to approximately 20,000 students each year. Such services must be supported in one way or another by technology. This project provides funding for the equipment and installation of state of the art technology at the Valhalla Campus. The purpose is to give long term consideration to assuring the College can keep up with the rapid and on-going changes which occur with information and educational technologies. It will enable the college to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

☒ Best Management Practices	☐ Energy Efficiencies	☐ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	10,048	6,044	2,002	2,002	0	0	0	0
Less Non-County Shares	2,017	1,009	1,008	0	0	0	0	0
Net	8,031	5,035	994	2,002	0	0	0	0

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

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of this initial phase of the Technology Upgrade - On Campus project. The project costs for this phase totals $2,018,000 which supports the comprehensive long-range plan for the preservation and enhancement of technology at the College's main campus in Valhalla. The project cost provides replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, Keyboard Video Mouse consoled management system, and firewalls which are on a 5 to 7 year cycle. This project also provides Academic Technology Initiatives will provide a variety of technologies that enhance various curriculums. Wireless Enhancement, Digital Signage and Firewall Replacement as well as NAC Security Replacement equipment is also included. In addition, the expansion of tablet and mobile device technology is required.

Financing Plan for Current Request:

Non-County Shares:	$ 1,009,000
Bonds/Notes:	1,009,000
Cash:	0
Total:	**$ 2,018,000**

SEQR Classification:

TYPE 2

Amount Requested:

1,009,000

Expected Design Work Provider:

☐ County Staff	☐ Consultant	☒ Not Applicable

Comments:

The amount appropriated for this initial phase is $2,018,000. The bonding request in the amount of $1,009,000 represents the County's 50% share of approved Capital Project WCC106 Technology Upgrade On Campus. The state has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	2,018,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE I
2023	2,016,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE II
2024	2,010,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE III

Total Appropriation History:
6,044,000

Total Financing History:
0

Recommended By:

Department of Planning
MLLL

Date
08-29-2025

Department of Public Works
RJB4

Date
08-29-2025

Budget Department
DEV9

Date
09-02-2025

Requesting Department
DAGX

Date
09-25-2025

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 a bond act ("Bond Act") in the amount of $750,000 to finance capital project CC109 – Hartford Hall HVAC Replacement ("CC109"). The Bond Act, which was prepared by the law firm Harris Beach, will finance the County's approximately 50% share of cost of Hartford Hall heating, ventilation and air conditioning ("HVAC") improvements at the Westchester Community College ("College") including the design and construction of the full system replacement of the Harford Hall ductless split air conditioning systems, and the reconfiguring and replacement of the related piping and insulation, and air conditioning controls. The purpose of this project is to make the mechanical repairs and upgrades.

The College has advised that the existing HVAC system has reached its expected lifespan.

The College has advised that the total amount appropriated for CC109 is $1,500,000. This bond request in the amount of $750,000 represents the County's approximately 50% share of CC109. The remaining 50% will be funded by New York State.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take eighteen months to complete and will begin after award and execution of construction contracts.

The Planning Department has advised your Committee that based on its review, CC109 may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th, 2025
White Plains, New York

Budget & Appropriations

Public Works & Transportation

c/mg/9-26-25

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: CC109 ☐ **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 $ 750,000 **PPU** 10 **Anticipated Interest Rate** 2.79%

Anticipated Annual Cost (Principal and Interest): $ 87,177

Total Debt Service (Annual Cost x Term): $ 871,770

Finance Department: Interest rates from October 9, 2025 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):

No operating impact

SECTION D - EMPLOYMENT

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

Prepared by: Dawn Gillins

Title: Acting VP Admin/CFO

Department: WCC

Date: 10/16/25

Reviewed By: DV 10/16/25 CP 10/16/25

Budget Director

Date: 10/16/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: CC109 HARTFORD HALL HVAC REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09/24/2025 (Unique ID: 3015)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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.

COMMENTS: The building is on the National Register of Historic Places. It is anticipated that all repairs and improvement will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

DSK/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF HARTFORD HALL HVAC IMPROVEMENTS AT THE WESTCHESTER COMMUNITY COLLEGE; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $750,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $750,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; 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 Third-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, to the provisions of other laws applicable thereto, $750,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of Hartford Hall HVAC improvements at the Westchester Community College; including the design and construction of the full system replacement of the Harford Hall ductless split air conditioning systems, and the

reconfiguring and replacement of the related piping and insulation, and air conditioning controls. The purpose of this project is to make the mechanical repairs and upgrades 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 object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $1,500,000. The plan of financing includes the issuance of $750,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of $750,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, 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 applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) 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 $750,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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__.

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

(SEAL)

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 $750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF HARTFORD HALL HVAC IMPROVEMENTS AT THE WESTCHESTER COMMUNITY COLLEGE, STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $750,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $4,185,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

object or purpose: to finance the cost of Hartford Hall HVAC improvements at the Westchester Community College, including the design and construction of the full system replacement of the Harford Hall ductless split air conditioning systems and the reconfiguring and replacement of the related piping and insulation, and air conditioning controls; at the estimated maximum cost of $1,500,000; 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: $750,000; ten (10) 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
CC109		07-31-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	HARTFORD HALL HVAC REPLACEMENT	3,
Category*	**Department:***	**CP Unique ID:**
WCC - BUILDINGS	COMMUNITY COLLEGE	3015

Overall Project Description

Hartford Hall, the original estate house built in 1932 and placed on the Historic Register in 1978, still exhibits its older splendor. A study of of the Hartford Hall ductless splits systems determined that the existing HVAC system has reached its useful lifespan and a full replacement system is necessary.

☒ Best Management Practices	☒ Energy Efficiencies	☐ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	1,500	1,500	0	0	0	0	0	0
Less Non-County Shares	750	750	0	0	0	0	0	0
Net	750	750	0	0	0	0	0	0

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

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of this new project. This project totals $1,500,000 for the design and construction of the full system replacement of the Harford Hall ductless split air conditioning systems and reconfigure and replace the related piping and insulation throughout the building. Existing piping and insulation will be salvaged and reused where possible. The air conditioning controls will be updated to connect to the campus Andover building management system to allow for remote monitoring and controls. The purpose of this project is to make the mechanical repairs and upgrades necessary to preserve this historic building.

Financing Plan for Current Request:

Non-County Shares:	$ 750,000
Bonds/Notes:	750,000
Cash:	0
Total:	**$ 1,500,000**

SEQR Classification:

TYPE II

Amount Requested:

750,000

Expected Design Work Provider:

☐ County Staff	☒ Consultant	☐ Not Applicable

Comments:

The amount appropriated for this project is $1,500,000. This bonding request in the amount of $750,000 represents the County's 50% share of approved Capital Project WCC109 Hartfold Hall HVAC Replacement. The state has approved funding on the remaining 50%

Energy Efficiencies:

NEW HVAC WILL BE MORE EFFICIENT

Appropriation History:

Year	Amount	Description
2024	1,500,000	HARTFORD HALL HVAC REPLACEMENT

Total Appropriation History:
1,500,000

Total Financing History:
0

Recommended By:

Department of Planning	**Date**
SEDR	09-24-2025
Department of Public Works	**Date**
RJB4	09-24-2025
Budget Department	**Date**
DEV9	09-25-2025
Requesting Department	**Date**
DAGX	09-25-2025

Reference: WCC87 (Unique ID# 3011)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to $4,177,000.00 in additional bonds of the County to finance capital project WCC87 – Classroom Building Renovation ("WCC87").

The Amended Bond Act in the total amount of $4,927,000.00 was prepared by the law firm Harris Beach Murtha and includes $750,000.00 in previously authorized bonds of the County. The Bond Act would finance the County's approximately 50% share of the cost of the Phase 2 improvements to the classroom building at the Westchester Community College ("College") Campus including renovations, furniture, fixtures, and equipment.

Your Committee is advised that the classroom building, constructed in 1966 and comprising 65,518 square feet of general classroom space and an auditorium, is in need of design upgrades and renovations to bring it up to current industry standards. WCC87 will address the classroom building's mechanical systems, acoustics, lighting, classroom spaces, bathrooms, and corridors. WCC87 will also provide updated space for the School of Business and Professional Careers.

Your Committee is further advised that the total amount appropriated for WCC87 is $9,853,000.00. This bond request in the amount of $4,927,000.00 represents the County's 50% share of WCC87. The remaining 50% will be funded by New York State.

Following bonding authorization with the County, design will be scheduled and it is estimated that design will take eighteen months to complete. It is estimated that construction will take thirty months to complete and will begin after award and execution of the construction contracts. It is anticipated that the design work will be completed by a consultant.

It should be noted that your Honorable Board has authorized the County to issue bonds for WCC87 as follows: Bond Act No. 16 - 2025 in the amount of $750,000.00 to finance the County's approximately 50% share of the cost of the planning for improvements to the classroom building at the College Campus. These bonds have not been sold. Accordingly, it is now requested that Bond

Act No. 16 - 2025 be amended to increase the amount authorized by $4,177,000.00, for a total authorized amount, as amended, of $4,927,000.00, to revise the scope of Bond Act No. 16 - 2025 to include work associated with the renovation and construction phase of the project, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, WCC87 may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. 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.

Dated: November 24th, 2025.
White Plains, New York

COMMITTEE ON

s/mcz/10.15.25

Budget & Appropriations

Public Works & Transportation

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Colin O. Smith w/o/p

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WCC87 ☐ **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 $ 4,927,000 **PPU** 15 **Anticipated Interest Rate** 3.20%

Anticipated Annual Cost (Principal and Interest): $ 420,080

Total Debt Service (Annual Cost x Term): $ 6,301,200

Finance Department: Interest rates from October 9, 2025 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: 54

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/16/25

Reviewed By: DV 10/16/25 CW 10/16/25

Budget Director

Date: 10/16/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: October 14, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: WCC87 CLASSROOM BUILDING RENOVATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09/10/2025 (Unique ID: 3011)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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)(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/oav
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Lamont Watson, Director, Physical Plant, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

REFERENCE WCC87

ACT NO. -20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JANUARY 27, 2025 IN RELATION TO FINANCING THE COST FOR THE IMPROVEMENTS TO THE CLASSROOM BUILDING AT THE WESTCHESTER COMMUNITY COLLEGE CAMPUS; AT THE TOTAL ESTIMATED COST OF $9,853,000. (Adopted , 20___).

WHEREAS, this Board of Legislators (the "Board") has heretofore duly authorized the issuance of bonds to finance the planning costs for improvements to the classroom building at the Westchester Community College Campus at the estimated maximum cost of $1,500,000, pursuant to Act No. 16-2025 duly adopted on January 27, 2025, and it has now been determined that the period of probable usefulness of such planning may be increased so that it shall be equal to the period of probable usefulness of such improvements; and

WHEREAS, it is now appropriate to authorize construction of such improvements, and it is necessary to increase the appropriation for such project by $8,353,000 for a total maximum cost of $9,853,000; and

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 January 27, 2025, entitled:

"(BOND) ACT NO. 16-2025

BOND ACT AUTHORIZING THE ISSUANCE OF $750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PLANNING FOR IMPROVEMENTS TO THE CLASSROOM BUILDING AT THE WESTCHESTER COMMUNITY COLLEGE CAMPUS; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $750,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $750,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended and restated to read as follows:

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JANUARY 27, 2025 IN RELATION TO FINANCING THE COST FOR THE PHASE 2 IMPROVEMENTS TO THE CLASSROOM BUILDING AT THE WESTCHESTER COMMUNITY COLLEGE CAMPUS; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $9,853,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $4,927,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $4,926,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; 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, to the provisions of other laws applicable thereto, $4,927,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the Phase 2 improvements to the classroom building at the Westchester Community College Campus

including renovation, furniture, fixtures and equipment; 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 object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $9,853,000. The plan of financing includes the issuance of $4,927,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of $4,926,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, 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 applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 12(a)(2) 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 $9,150,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. 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 5. 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 6. 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 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

Section (B). The amendment and restatement 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 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___.

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

(SEAL)

LEGAL NOTICE

An amended and restated Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on January 27, 2025 and amended on _____, 20___ and approved, as amended, 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 amended 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.

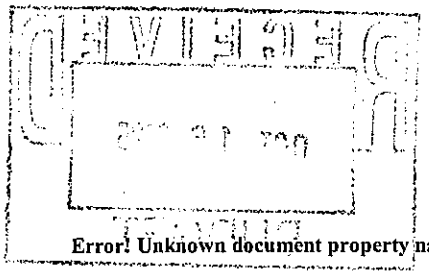
ACT NO. _____-20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JANUARY 27, 2025 IN RELATION TO FINANCING THE COST FOR THE PHASE 2 IMPROVEMENTS TO THE CLASSROOM BUILDING AT THE WESTCHESTER COMMUNITY COLLEGE CAMPUS; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS $9,853,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $4,927,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF $4,926,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)..

object or purpose: to finance the cost for the Phase 2 improvements to the classroom building at the Westchester Community College Campus including renovation, furniture, fixtures and equipment; all as set forth in the County's 20___ Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $4,927,000; 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

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
WCC87		07-31-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	CLASSROOM BUILDING RENOVATION	3,
Category*	**Department:***	**CP Unique ID:**
WCC - BUILDINGS	COMMUNITY COLLEGE	3011

Overall Project Description

This Classroom Building Renovation project addresses mechanical, acoustic, and lighting issues. The renovation also includes exterior door replacement as well as classroom, toilet room, and corridor finishes. Approximately 18,000 sq feet of classroom, class lab, and support space will be renovated in the classroom building to provide updated space for the School of Business and Professional Careers.

☒ Best Management Practices	☒ Energy Efficiencies	☒ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	202025	202026	202027	202028	202029	Under Review
Gross	9,853	9,853	0	0	0	0	0	0
Less Non-County Shares	4,926	4,926	0	0	0	0	0	0
Net	4,927	4,927	0	0	0	0	0	0

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

Current Bond Description: Current bonding approval of $4,177,000 is necessary to fund the County's 50% share of Renovations and Infrastructure/Construction of the Classroom Renovation Project. This phase is for the renovation, furniture, fixtures and equipment. The classroom building will be renovated with new interior finishes, furnishings, and instructional technology.

Financing Plan for Current Request:

Non-County Shares:	$ 4,176,000
Bonds/Notes:	4,177,000
Cash:	0
Total:	**$ 8,353,000**

SEQR Classification:

TYPE II

Amount Requested:

4,177,000

Expected Design Work Provider:

☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

The amount appropriated for this renovation, furniture, fixtures and equipment Phase is $8,353,000. The bonding request in the amount of $4,177,000 represents the County's 50% share of approved Capital Project WCC87 - Classroom Building Renovation. New York State has approved funding on the remaining 50%

Energy Efficiencies:

LIGHTING WILL BE ENERGY EFFICIENT

Appropriation History:

Year	Amount	Description
2023	1,500,000	CLASSROOM BUILDING RENOVATION PHASE I
2024	8,353,000	CLASSROOM BUILDING RENOVATION PHASE II

Total Appropriation History:
9,853,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
2025	16-2025	750,000		WCC 87 CLASSROOM BUILDING RENOVATION PHASE I

Total Financing History:
750,000

Recommended By:

Department of Planning	**Date**
MLLL	09-10-2025
Department of Public Works	**Date**
RJB4	09-10-2025
Budget Department	**Date**
DEV9	09-10-2025
Requesting Department	**Date**
DAGX	09-25-2025

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 which, if approved, would establish a revised comprehensive Policy for Investing and Protecting Public Funds of the County of Westchester (the "County"), pursuant to New York State General Municipal Law Section 39 (the "Investment Policy"). The annexed Act would authorize the adoption of a revised Investment Policy.

Your Committee is advised that in order to comply with the provisions of General Municipal Law Section 39, your Honorable Board has from time to time established a comprehensive Investment Policy which details County government operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of County government funds. The Investment Policy is reviewed annually by the Department of Finance (the "Department") and submitted to your Honorable Board for its approval. The Investment Policy currently in effect addresses several topics, including but not limited to the following: (1) a list of permitted types of investments of the County; (2) procedures and policies to secure in a satisfactory manner the County's financial interest in investments; (3) standards for written agreements pursuant to which investments are made; (4) procedures for monitoring, control, deposit and retention of investments and collateral; (5) standards for security and custodial agreements with banks or trust companies authorized to do business in the State of New York, pursuant to which obligations and collateral are held by such banks and trust companies for the County; (6) standards for the diversification of investments and firms with whom the County transacts business; and (7) standards for the qualification of investment agents which transact business with the County, such as criteria covering credit worthiness, experience, capitalization, size and other factors that make a firm capable and qualified to do business with the County.

As your Honorable Board is aware, the Investment Policy was last amended by Act No. 230-2024.

Your Committee is advised that the Department has reviewed the current Investment Policy and recommends the following amendments:

Amend the dollar limits and banking institutions listed in Section **VII. Designation of Depositories** in order to take advantage of competitive opportunities at depositories as follows:

- increase the total dollar limit at Customers Bank from $100 million to $150 million;
- increase the total dollar limit at Metropolitan Commercial Bank from $25 million to $75 million;
- increase the total dollar limit at Valley National Bank from $50 million to $100 million;
- increase the total dollar limit at Orange Bank and Trust Company from $25 million to $50 million;
- increase the total dollar limit at Flagstar Bank from $200 million to $300 million;
- add Israel Discount Bank with a total dollar limit of $25 million; and
- reduce the total dollar limit at M&T Bank from $300 million to $150 million.

Therefore, the Commissioner of Finance is requesting the following changes to the list of approved depositories contained in Section VII. of the Investment Policy:

CURRENT

Depository	Total Dollar Limits Expressed in Millions
1. Banco Popular	50
2. Bank of America	500
3. Capital One N.A.	50
4. CitiGroup Inc.	200
5. ConnectOne Bancorp, Inc.	150
6. Customers Bank	100
7. Flagstar Bank, National Association	200
8. J.P. Morgan Chase Bank	500
9. Key Bank	100
10. M&T Bank	300
11. Metropolitan Commercial Bank	25
12. Morgan Stanley	100
13. Orange Bank & Trust Company	25
14. PCSB Commercial Bank	25
15. T.D. Bank N.A.	500
16. The Bank of New York Mellon	100
17. Tompkins	25
18. U.S. Bancorp	100
19. Valley National Bank	50

20. Webster Bank, N.A.	300
21. Wells Fargo	300

PROPOSED

Depository	Total Dollar Limits Expressed in Millions
1. Banco Popular	50
2. Bank of America	500
3. Capital One N.A.	50
4. CitiGroup Inc.	200
5. ConnectOne Bancorp, Inc.	150
6. Customers Bank	150
7. Flagstar Bank, National Association	300
8. J.P. Morgan Chase Bank	500
9. Key Bank	100
10. M&T Bank	150
11. Metropolitan Commercial Bank	75
12. Morgan Stanley	100
13. Orange Bank & Trust Company	50
14. PCSB Commercial Bank	25
15. T.D. Bank N.A.	500
16. The Bank of New York Mellon	100
17. Tompkins	25
18. U.S. Bancorp	100
19. Valley National Bank	100
20. Webster Bank, N.A.	300
21. Wells Fargo	300
22. Israel Discount Bank	25

Your Committee is advised that the proposed revisions to the Investment Policy do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Your Committee has referred to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board, and concurs with this recommendation.

Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the annexed Act amending the Investment Policy for the County, noting that its adoption requires an affirmative vote of a majority of the voting members of your Honorable Board.

Dated: November 24th, 2025
White Plains, New York

COMMITTEE ON
c:lac.10.15.25

Budget & Appropriations

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: Amend Investment Policy 2025 ☐ **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 $ 0

Total Current Year Revenue $ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☒ Other (explain)

Identify Accounts:

_____

Potential Related Operating Budget Expenses: Annual Amount $ none

Describe: _____

_____

_____

_____

Potential Related Revenues: Annual Amount $ _____

Describe: The amendments to the Investment Policy are designed to keep the policy up to date for depositories and broker

_____

_____

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

Current Year: _____

_____

_____

Next Four years: _____

_____

_____

_____

Prepared by: Mario Arena 10-15-25

Title: Deputy Finance Commissioner

Department: Finance

Reviewed By: 10/22/25

Budget Director

10/22/25

If you need more space, please attach additional sheets.

ACT NO. ___ - 2025

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law Section 39.

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

Section 1. Pursuant to New York State General Municipal Law Section 39, the annexed Investment Policy for the County of Westchester (the "County"), which details the County's operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of funds of the County, is hereby amended. The annexed Investment Policy shall supersede all prior versions of said policy.

§2. This Investment Policy shall be reviewed on an annual basis by the County.

§3. This Act shall take effect immediately.

POLICY FOR INVESTING AND PROTECTING PUBLIC FUNDS

County of Westchester

Karin Hablow
Commissioner of Finance

Dated: Proposed 10-1-25

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I. Scope

The County of Westchester (the "County") policy for investing and protecting public funds (the "Investment Policy") applies to all monies and/or other financial resources available for investment on its own behalf or on behalf of any other entity or individual. This Investment Policy is adopted pursuant to Section 39 of the New York State General Municipal Law and has used the model investment policy for local governments which the New York State Legislature required the New York State Comptroller to provide pursuant to Laws of 1992, Chapter 708, Section 44 for guidance. This Investment Policy shall be implemented in accordance with all applicable laws, rules and regulations ("Applicable Law") including but not limited to, Sections 10 and 11 of the New York State General Municipal Law.

II. Objectives

The primary objectives of the County's investment activities are, in priority order:

- To conform with all applicable Federal, State and other legal requirements.
- To positively safeguard principal.
- To provide sufficient liquidity to meet all operating requirements.
- To obtain a reasonable rate of return, consistent with safety, liquidity and prevailing financial market conditions.

III. Delegation of Authority

The County Board of Legislators' responsibility for administration of the County's investment program is delegated to the Commissioner of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

Such procedures shall follow guidelines established by the New York State Comptroller, be consistent with conservative investment principles and with the applicable provisions of the County Charter and Administrative Code with respect to control of funds and investments. These procedures shall also include an internal control and operating policy designed to provide security, a high level of accountability, a database of records and other relevant information relating to funds control and investment activity by delegated employees.

The Commissioner of Finance is designated as the County's chief fiscal officer, as such term is used in Applicable Law, including but not limited to New York State General Municipal Law Sections 10 and 11.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Accordingly, all participants involved in the investment process are required:

- To disclose any personal business activity or relationship which could conflict or create the appearance of conflict with either the spirit or execution of the Investment Policy or investment programs of the County.
- To abstain from any beneficial personal financial activity which is in actual or apparent conflict with the Investment Policy or investment programs of the County.
- To abstain from any personal or financial activity which would impair the participant's ability to make impartial and ethical investment decisions for the County.

V. Diversification

It is the policy of the County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, consistent with the operation of the County's cash and investment management policies. Additionally, this diversification policy shall be executed so as not to exceed the limits authorized by the County Board of Legislators for each depository set forth in Section VII of this Investment Policy.

VI. Internal Controls

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with Applicable Law. These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.

A) Funds Controls

It is the policy of the County to monitor all receivables due the County and to require the deposit of all monies collected by any officer or employee of County government to depositories designated by the Commissioner of Finance as soon as possible. Should Applicable Law indicate a specific time frame, that period will apply. The Commissioner of Finance or those appropriately designated by the Commissioner are responsible for establishing and maintaining an internal control structure in their designated department or area to provide assurance of the following:

- That deposits, investments and financial computer systems or other assets are safeguarded against monetary and/or data loss from unauthorized or improper use or disposition.
- That transactions are completed in accordance with management's direction within a framework of safe execution, and effective safekeeping.
- That transactions are recorded promptly in order to receive full investment value in accordance with Applicable Law and County operating policies.

B) Transfer Controls

In implementing investment and funds transfer instructions, all Authorized Financial Institutions and Dealers as defined in Section XI below shall receive from the County, with an acknowledgment request, a list indicating all individuals authorized to give verbal, written or electronic instructions regarding investments and/or funds transfers for the County.

Third party transfer instructions are not authorized unless subsequently authenticated by the Authorized Financial Institution or Dealer with one or more of the authorized individuals listed.

The County shall covenant with its Authorized Financial Institution or Dealer to have unlimited unrestricted access to any recordings or records made of such transactions or authentications by its Authorized Financial Institutions or Dealers.

VII. Designation of Depositories

Certification to the designated depository list requires that a depository must be ranked within acceptable federal regulatory risk-based capital parameters and be designated as an institution acceptable to the Commissioner of Finance after an appropriate departmental due diligence review.

The Commissioner of Finance shall evaluate the Community Reinvestment Act rating of a financial institution before depositing County Funds.

Banks and trust companies herein authorized by the County Board of Legislators for investments and the deposit of monies with maximum dollar designations are as follows:

Depository	Total Dollar Limits Expressed in Millions
1. Banco Popular	50
2. Bank of America	500
3. Capital One N.A.	50
4. CitiGroup Inc.	200
5. ConnectOne Bancorp, Inc.	150
6. Customers Bank	150
7. Flagstar Bank, National Association	300
8. J.P. Morgan Chase Bank	500
9. Key Bank	100
10. M&T Bank	150
11. Metropolitan Commercial Bank	75
12. Morgan Stanley	100
13. Orange Bank & Trust Company	50
14. PCSB Commercial Bank	25
15. T.D. Bank N.A.	500
16. The Bank of New York Mellon	100
17. Tompkins	25
18. U.S. Bancorp	100
19. Valley National Bank	100
20. Webster Bank, N.A.	300
21. Wells Fargo	300
22. Israel Discount Bank	25

In the event that any of the above-named authorized depositories' name should change due to a merger, acquisition or other reason, the Commissioner of Finance may continue to use such new named depository until a new Investment Policy is adopted by the County Board of Legislators after the required annual review of said Policy, provided that the Commissioner conducts due diligence after being formally notified of such name change, before continuing to do business with such depository.

VIII. Collateralization of Deposits

In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of "Eligible Securities" (see Appendix A) with an aggregate "Market Value", as defined by General Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. An "irrevocable letter of credit" issued in favor of **Westchester County** by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. Safekeeping and Collateralization

Eligible securities used for collateralizing deposits shall be held by a custodian (third party depository, bank or trust company), except as provided below.

Eligible securities used for collateralizing deposits for institutions with an approved limit of at least $500 million may be held at the same bank or trust company that is holding the deposit, provided that before doing so the Commissioner of Finance shall evaluate the financial strength of said same bank or trust company in accordance with the provisions of Section XI below. Depository collateralization shall be subject to appropriate security and custodial agreements.

The security agreement shall provide that eligible securities as agreed upon by the County and its Authorized Financial Institutions or Dealers, are pledged to secure County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits, upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, transferred or released, and the events which will enable the County to exercise its rights against said pledged securities. In the event that these securities are not registered or inscribed in the name of the County, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the County or its custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the County in the securities as set forth in the security agreement.

The custodial agreement shall be consistent with General Municipal Law Section 10(3(a). It shall provide that pledged securities will be held by the custodial bank or trust company as agent of, and custodian for, the County, will be kept separate and apart

from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The custodial agreement should also describe how the custodian shall confirm in writing the receipt, substitution or release of securities. The custodial agreement shall also provide for the frequency of re-evaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the County with a perfected security interest in the eligible securities and to otherwise secure the County's interest in the collateral.

The custodial agreement shall also provide for increases or decreases in securities held when a change in the value of a security may occur. The agreement shall stipulate that only Eligible Securities set forth in Appendix A may be used as collateral in accordance with Section VIII of this policy. Such agreement shall include all provisions necessary and sufficient to secure in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

Such security and custodial agreements shall include any other provisions and executions necessary and sufficient to secure, in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

X. Permitted Investments

As authorized by General Municipal Law Section 11, the County Board of Legislators authorizes the Commissioner of Finance, at her/his discretion, to invest monies not required for immediate expenditure, for terms not to exceed the County's projected cash flow needs in any of the following types of investments which are specifically selected by the Commissioner of Finance and stipulated in the documentation executed with its trading partners and/or depositories.

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York.
- Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;
- Direct obligations of the United States of America.
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the full faith and credit of the United States of America.
- Obligations of New York State.
- Obligations issued pursuant to New York State Local Finance Law Sections 24 or 25 (with approval of the State Comptroller) by any school district, district corporation or municipality, other than the County itself.
- Obligations of public authorities, public housing authorities,

Urban renewal agencies and industrial development agencies where the general state statute governing such entities, or whose specific enabling legislation authorizes such investment.

- Obligations of the County, but only with any monies in a reserve fund established pursuant to General Municipal Law Sections 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n.

All of the above shall be defined as Permitted County Investments.

In addition to the above, Cooperative Investment pool s as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law shall also be considered to be a Permitted County Investment with the following conditions:

- Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.
- Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County investment return and/or other industry performance results.

All investment obligations shall be payable or redeemable at the option of the County, within such times as the proceeds are required to meet expenditures for purposes for which the monies were obtained. Time deposits and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as set forth in Sections VIII, IX and X of this Investment Policy.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the County authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the County within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Authorized Financial Institutions and Dealers

The Commissioner of Finance shall develop and maintain a list of depository financial institutions (from the County Board of Legislators' approved depository list as specified in Section VII) and primary security dealers (from the list of primary government security dealers published by the Federal Reserve Bank of New York, a copy of such list as of the date specified is attached hereto as Appendix B, such list may be updated by the Federal Reserve Bank of New York from time to time).

All financial institutions and dealers with which the County transacts business must be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with the County. The Commissioner of Finance shall conduct reasonable due diligence to evaluate the financial position of depositories, trading partners and custodians. Recent reports of condition and income (call reports) shall be obtained for proposed banks to be added to the list of approved depositories.

Upon request, County depositories shall provide their most recent consolidated report of condition and income (call report) to the Commissioner of Finance.

Upon request, County non-bank trading partners shall provide to the Commissioner of Finance their most recent annual financial statements as reported to the U.S. Securities and Exchange Commission (the "S.E.C."), and at the request of the County, make available their monthly "focus" report to the S.E.C.

The Commissioner of Finance is responsible for evaluating the financial position of proposed and present depositories, trading partners and custodians. Such evaluations shall be conducted on a continuing basis.

XII. Purchase of Investments

The Commissioner of Finance is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement or an authorized trading partner.

- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law and in accordance with Article 3A of the General Municipal Law.

- All purchased obligations, unless registered or inscribed in the name of the County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer or employee designated and authorized to make such investment. All such transactions shall be confirmed in writing to the County by the bank or trust company.

- Any obligation held in the custody of a bank or trust company shall be held pursuant to a written agreements set forth in Section IX above of this policy.

- The Commissioner of Finance is authorized to direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally registered entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in Section IX above of this policy. When any such evidences of investments are so registered in the name of

a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- All such agreements must be entered into subject to a Master Repurchase Agreement, outlining basic responsibilities and liabilities of the buyer and seller and a written agreement with the custodial bank or trust company, outlining the basic responsibilities and liabilities of the buyer, seller and custodian.

- Trading partners shall be limited to creditworthy banks or trust companies authorized to do business in New York State and/or registered primary government securities dealers as determined by the Federal Reserve Bank of New York.

- Unless the obligations that are purchased pursuant to the repurchase agreement are registered and inscribed in the name of the County, obligations must be purchased through, delivered to and held in the custody of a bank or trust company located and authorized to do business in New York State. The custodial bank or trust company should not be the seller of the obligations that are the subject of the repurchase agreement.

- The custodial agreement shall provide that the custodian takes possession and maintains custody of the obligations exclusively for the County, that the obligations are free of any claims against the trading partner, and that any claims by the custodian are subordinate to the County's claims or rights to those obligations.

- The obligations must be credited to the County on the records of the custodial bank or trust company, and the transactions must be confirmed in writing to the County by the custodial bank or trust company.

- The obligations purchased by the County may only be sold or presented for redemption or payment by the County's custodian upon written instructions from the Commissioner of Finance.

- The County must obtain a perfected security interest in the obligation.

- Agreements should be for short periods of time of no more than thirty (30) days.

- The Commissioner of Finance, with the assistance of a qualified financial advisor, shall determine whether to include margin requirements.

- No substitution of obligations is permitted.

- Payment for the purchased obligations should not be made by the custodial bank or trust company until the obligations are actually received, which is usually done simultaneously.

- Obligations shall be limited to obligations of the United States of America and obligations of United States Government as set forth in Appendix A.

- All repurchase agreements are purchases and sales and shall be so identified to all trading partners.

- The custodian shall be a party or entity other than the trading partner.

- When possession of securities shall be domiciled with a third party custodian, County interests shall be secured in a manner satisfactory to the Commissioner of Finance.

- All repurchase partners shall receive and acknowledge a copy of the Investment Policy.

Obligations that are purchased pursuant to a repurchase agreement are deemed to be payable or redeemable, for purpose of the General Municipal Law, on the date on which the purchased obligations are scheduled to be repurchased by the seller.

XIV. Courier Service

The Commissioner of Finance may, subject to the approval of a resolution by the County Board of Acquisition and Contract, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the County and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or the failure to deposit the full amount entrusted to the courier service.

The County may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the County in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the New York State Department of Financial Services or other Federal or State authority.

XV. Annual Review and Amendments

The County Board of Legislators shall review this policy for investing and protecting public funds annually, and shall have the power to amend it at any time.

XVI. Definitions

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

Appendix A

Schedule of Eligible Securities

In connection with its stated policy for investing and protecting public funds, the Department of Finance has elected to use only those financial instruments which, in its opinion, provide optimum safety and liquidity for collateral and/or investment purposes.

These instruments are as follows:

- Obligations issued or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

- Zero coupon obligations of the United States government marketed as "Treasury Strips".

Appendix B

List of the Primary Government Securities Dealers Reporting to the Government Securities Dealers Statistics Unit of the Federal Reserve Bank of New York

As of 10-1-25

Primary Dealers

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman Sachs & Co. LLC
HSBC Securities (USA) Inc.
Jefferies LLC
J.P. Morgan Securities LLC
Mizuho Securities USA LLC
Morgan Stanley & Co. LLC
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
Santander US Capital Markets LLC
SMBC Nikko Securities America, Inc.
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities LLC.
Wells Fargo Securities, LLC

Note: This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than $400M.

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") to enter into an intermunicipal agreement ("IMA") with the Village of Mount Kisco (the "Village") whereby the County, acting through its Department of Public Safety Services (the "Department"), will provide policing services to the Village for a term commencing retroactively on April 1, 2025 and expiring December 31, 2029.

Under the terms of the proposed IMA, the Department will provide, on a daily basis, policing services to the Village which shall include: 1.) Patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTEs) to patrol the Village in consultation and coordination with the Village, with at least two (2) police officers, each with a patrol car, at any given time; 2.) Investigative services consiting of three (3) detective FTEs assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters that arise in the Village; and 3.) First-line police supervisors consisting of the assignment of five (5) police sergeant FTEs with one (1) police sergeant FTE provided with a patrol car at all times.

The Village will pay the County a sum (the "Annual Fee") equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits. The Village will pay the Annual Fee in two (2) equal installments due July 1st and December 1st each year. The prorated Annual Fee for the 2025 year of the IMA (April 1, 2025 through December 31, 2025) is $5,917,237.00. The County will give the Village a credit toward the cost of retiree healthcare included within the Annual Fee. Such credit will be equal to $1,000.00 per month for each of the eleven (11) former Village employees hired by the County on June 1, 2015 for as long as such employee remains on County payroll for the provision of these services.

By October 1st of years 1 through 4 of the IMA, the County will notify the Village of the Annual Fee for the upcoming year. In the event that either the County or the Village determines that

the Annual Fee for any year of the IMA does not accurately reflect the cost to the County for providing the services, or that the policing services provided to the Village do not accurately reflect the scope of services contracted for herein or meet the needs of the Village, either party, on upon sixty (60) days written notice, may schedule a meeting to discuss whether adjustments to the Annual Fee or scope of additional policing services is warranted. The Village will make any additional payments based on this adjustment calculation for the previous year in two (2) equal installments, payable on or before July 1st and December 1st of the upcoming year of the IMA. If a credit is due, the Village may deduct the amount of such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Village, or additional charge owed by the Village, will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board.

Your Committee has been advised that the County has been providing police services to the Village pursuant to various IMAs since 2015 under substantially the same terms, and the most recent IMA for these services expired on March 31, 2025.

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.

Your Committee believes that this IMA is in the best interest of the County. Therefore, your Committee recommends adoption of the proposed attached Act.

Dated: November 24th, 2025
White Plains, New York

C:JPI 10.16.25

COMMITTEE ON

Budget & Appropriations	Public Safety

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations





Public Safety





FISCAL IMPACT STATEMENT

SUBJECT: Village Of Mount Kisco-IMA [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 5,917,237

Total Current Year Revenue $ 5,917,237

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: T 576- 38-A576-E576 Source of Funds: Village of Mount Kisco

(4/1/2025-12/31/2029)

Potential Related Operating Budget Expenses: Annual Amount

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount

Describe: N/A

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

Current Year: 2025 (April-December) Expenses $5,917,237 and Revenue $5,917,237

Next Four Years: 2026 Expenses $8,034,255 and Revenue $8,034,255

2027 Expenses $8,199,418 and Revenue $8,199,418

2028 Expenses $8,368,901 Revenue $8,368,901

2029 Expenses $8,542,532 and Revenue $8,542,532

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: July 1, 2025

Reviewed By:

Budget Director

Date: 10/20/25

ACT NO. _____ - 2025

An Act authorizing the County of Westchester (the "County") to enter into an inter-municipal agreement with the Village of Mount Kisco (the "Village") whereby the County, acting through its Department of Public Safety Services, will provide police services to the Village for a term commencing on April 1, 2025 and expiring December 31, 2029.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the Village of Mount Kisco (the "Village") for a term commencing retroactively on April 1, 2025 and expiring December 31, 2029, whereby the County, acting through its Department of Public Safety Services (the "Department"), will provide additional general police services to the Village.

§2. The Department will provide, on a daily basis, policing services to the Village which will include: 1.) Patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTEs) to patrol the Village in consultation and coordination with the Village, with at least two (2) police officers, each with a patrol car, at any given time; 2.) Investigative services consiting of three (3) detective FTEs assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters that arise in the Village; and 3.) First-line police supervisors consisting of the assignment of five (5) police sergeant FTE's with one (1) police sergeant FTE provided with a patrol car at all times.

§3. The Village will pay the County a sum equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits for that period.

§4. 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.

This **AGREEMENT** made this _____ day of_____, 2025 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 (hereafter the "County"),

and

THE VILLAGE OF MOUNT KISCO, a municipal corporation of the State of New York, having an office and place of business located at 104 Main Street, Mount Kisco, New York 10549 (hereafter the "Village"),

(The County and the Village shall be referred to each as a "Party" and collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, the Village desires to obtain policing services from the County, acting through its Department of Public Safety (the "Department"); and

WHEREAS, the Parties have successfully concluded negotiations and have agreed on the relevant terms and conditions pursuant to which such policing services will be provided; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Village and County intend to provide cost-effective policing services to the Village; and

WHEREAS, no rights of the Village or its officers shall be deemed curtailed, transferred or abolished pursuant to or by virtue of this Agreement; and;

WHEREAS, the Village has duly adopted a Resolution authorizing its Mayor to execute an agreement with the County whereby the County will provide policing services to the Village for the compensation and upon the terms described below; and

WHEREAS, the County is authorized to enter into this agreement to provide such policing services to the Village for the compensation and upon the terms described below.

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

FIRST: The Department shall provide general policing services to the Village which shall include: 1) patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTE's) to patrol the Village in consultation and coordination with the Village, with at least two police officers, each with a patrol car, at any given time; 2) investigative services consisting of three detective FTE's assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters requiring same that arise in the Village; and 3) first-line police supervisors consisting of the assignment of five police sergeant FTE's with one assigned, with a patrol car, at all times. The above described services to be provided to the Village shall be the primary job duties of such Department personnel when they are assigned to provide such services.

The scope of policing services to be provided to the Village is more particularly described in Schedule "A" attached hereto and made part hereof. Notwithstanding any other provision within this Agreement, the Village may upon not less than sixty (60) days written notice to the County, modify the aforementioned contract staffing to accommodate either the Village's budgetary constraints or additional policing needs.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Village shall pay the County a sum (the "Annual Fee") equal to the County's actual costs, including but not limited to salary, overtime, holiday pay, shift differential, fringe benefits, and additional communications personnel costs. The Village shall pay the Annual Fee in two equal installments due July 1st and December 1st. The Annual Fee for the 2025 year of the Agreement (April, 2025

through December, 2025) is $5,914,398.00. Attached hereto and made a part hereof as Schedule "B" is a budget upon which the Annual Fee for the 2025 year of the Agreement is based, as well as a projected budget for each subsequent year of the Agreement. The Parties acknowledge and agree that this Annual Fee may require adjustment based on salary and benefit increases required under applicable collective bargaining agreements and as provided in Paragraph FIRST. The County shall give the Village a credit toward the cost of retiree healthcare included within the Annual Fee. Such credit shall be equal to $1,000.00 per month for each of the twenty-five (25) former Village employees hired by the County on June 1, 2015 for as long as such employee remains on the County payroll for the provision of services outlined in Paragraph "FIRST" of this Agreement. As of the execution date of this agreement, there are eleven (11) such former Village employees on the County payroll.

On or about October 1st of years 1 through 4 of this Agreement, the County shall notify the Village of the Annual Fee for the upcoming year. The County shall also provide the Village with a budget in support of the Annual Fee for each of the remaining years of the Agreement.

Subject to the provisions set forth above, in the event that either the County or the Village determines that the Annual Fee for any year of the Agreement does not accurately reflect the cost to the County for providing the services, or that the policing services provided to the Village does not accurately reflect the scope of services contracted for herein or meet the needs of the Village, either Party, on upon sixty (60) days written notice, may schedule a meeting to discuss whether adjustments to the Annual Fee or scope of policing services is warranted. Any requested adjustment(s) shall be supported by documentation sufficiently detailing the basis for the requested adjustment. If any such notice seeks to modify any prospective Annual Fee, such notice shall be provided at least One Hundred and Twenty (120) days before the beginning of the fiscal year for which the Annual Fee is being adjusted. The Village shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before July 1st and December 1st of the upcoming year of this Agreement. If a credit is due, the Village may deduct the amount of such credit from the next payment due to the County. For the final year of this Agreement, any credit due to the Village, or additional charge owed by the Village, shall be made within thirty (30) days of the expiration of this Agreement by the appropriate Party.

Notwithstanding anything herein to the contrary, the Parties agree that in computing the actual cost of providing police services to the Village, the County shall calculate such figures or true up the costs not less than annually and shall contemporaneously provide copies of such figures to the Village to insure that all Parties are fully familiar with the actual cost of the policing services, as compared to projected costs. Should these figures substantially deviate from the proposed Annual Fee, the Village shall have the right to renegotiate the scope of services provided in Schedule "A" to avoid any potential for cost overruns. In addition, the County agrees to provide monthly reports to the Village on overtime spending. The Parties do hereby further agree that any adjustments to a single year's Annual Fee (truing up) shall not result in a truing up cost to exceed One Hundred Thousand Dollars ($100,000.00) annually without such number having been properly reflected, disclosed or trended in the aforementioned monthly reports and duly consented to by the Village.

Similarly, no prospectively proposed increase in any given year's projected Annual Fee (as set forth in Schedule B), shall exceed two percent (2%) of such projected number unless the number is presented and documented as soon as practicable to the Village by the County.

THIRD: The Village agrees that for so long as this Agreement is effective, the Department shall have joint use of the Village police facility at 40 Green Street, Mount Kisco, New York for purposes of conducting policing services for the Village at no charge to the County. The Village will provide a clearly delineated amount of space in the existing police facility limited to furnished office space for three detectives, space for reporting writing and interviews, a locker room and bathroom facilities for officers assigned to the Village patrol force, and a prisoner detention facility consisting of at least one regular prisoner cell and one temporary prisoner holding cell or cage. The Village shall, during all such times, continue to maintain the police facility, including the provision of utilities and janitorial services at no cost to the County.

The Village also agrees that for so long as this Agreement is effective, the County, its employees, agents and contractors shall have access to the Village's radio communications tower for the purpose of maintaining radio equipment for police communications and also allowing for the installation of such additional equipment as may be necessary or desirable for the maintenance or enhancement of police communications.

FOURTH: The term of this Agreement shall commence retroactively on April 1, 2025 ("Effective Date") and shall expire on December 31, 2029 ("Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. Should such termination occur, the Village shall be responsible to the County for the Annual Fee on a per diem basis.

FIFTH: (a) Either Party, upon one (1) year's notice to the other Party, may terminate this Agreement when the terminating Party deems it to be in its best interest.

(b) In the event that there has been a material breach by either Party of any of the terms of the Agreement and such breach remains uncured for thirty (30) days after service on the breaching Party of written notice thereof, or in the event that such breach is not susceptible of being cured within such thirty (30) days, such cure has not been commenced within such period and diligently pursued and completed within a reasonable time thereafter, the non-breaching Party, in addition to any other right or remedy it might have, may terminate this Agreement. Notice hereunder shall be effective on the date of receipt.

Upon termination or expiration of this Agreement, the County shall reimburse the Village for any advance payments made by the Village prior to such termination or expiration. The Village shall satisfy any and all arrears to the County. Any such adjustments shall be made by the responsible Party within thirty days of termination or expiration of this Agreement. In the event of a dispute as to the value of the services rendered by the County prior to the date of termination, it is understood and agreed that the Commissioner of Public Safety ("Commissioner") shall determine the value of such services rendered by the County. Subject to the provisions set forth above, the Village shall accept such reasonable and good faith determination, which will be supported by documentation provided to the Village, as final. Upon termination or expiration of this Agreement, the County shall deliver all relevant records to the Village and shall deliver the police facility to the Village within a mutually agreed upon reasonable time in order to allow the County sufficient time to produce records and to remove its equipment and items.

SIXTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Village 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 Village shall 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 or indirectly out of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village; 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 the acts or omissions hereunder by the Village or third parties under the direction or control of the Village and to bear all other costs and expenses related thereto.

(c) In the event the Village 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 Village 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.

SEVENTH: The County agrees to self-insure all liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Such self-insurance shall insure against all costs, damages, expenses and/or any payment of any and all claims, accidents and injuries, and all damages whatsoever caused to any person or any property. Attached hereto as Schedule "D", is a written assurance from the County of its decision to self-insure. In addition to, and not in limitation of the above, the County agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the Village, the County shall indemnify and hold harmless the Village, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County; 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 the acts or omissions hereunder by the County or third parties under the direction or control of the County and to bear all other costs and expenses related thereto.

(c) In the event the County does not provide the above defense and indemnification to the Village, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the County shall reimburse the Village's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage pre-paid, or sent by hand or overnight delivery, or sent by facsimile (with acknowledgement 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:

To the County:

Commissioner of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

with a copy to:

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

To the Village:

Village Manager
Village of Mount Kisco
104 Main Street
Mount Kisco, New York

With copies to:

Mayor of the Village of Mount Kisco
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Village Attorney
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

NINTH: 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. The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein. This Agreement 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. In the event of any conflict between this Agreement and any of its attachments, the terms of this Agreement shall control.

In the event that 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 as expressed herein prior to the determination of such invalidity or unenforceability.

TENTH: This Agreement is not intended to create a partnership or joint venture between the Parties, nor an employer/employee relationship. Instead, the County shall be deemed an independent contractor in the providing of policing services to the Village.

ELEVENTH: 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. Under this IMA it is recognized and understood that the County encourages the Municipality to do similarly.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement by one Party without the prior express written consent of the other is void.

THIRTEENTH: 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.

FOURTEENTH: Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

FIFTEENTH: All exhibits or schedules referred to in this Agreement and attached hereto are incorporated herein by reference.

SIXTEENTH: Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

SEVENTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

EIGHTEENTH: This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney.

[Remainder of this page is intentionally left blank. Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By: _____
Name: Terrance Raynor
Title: Commissioner of Public Safety Services

VILLAGE OF MOUNT KISCO

By: _____
Name: Michael J. Cindrich
Title: Mayor

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the _____ day of _____, _____ by Act No. _____.

Authorized and approved by the Village Board of the Village of Mount Kisco, at a meeting duly held on the _____ day of _____, _____.

Approved:

_____
Associate County Attorney
The County of Westchester

s:JPI/DPS/Mt.Kisco.Police IMA.10.3.25

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On the _____ day of _____ in the year 2025, _____, known to me, or proven on the basis of satisfactory evidence, to be the individual who has subscribed to the within instrument, personally appeared before me and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and that by his/her signature on the instrument, the individual, or the person on whose behalf the individual acted, executed the instrument and acknowledged, if operating under a trade name, that the certificate required by the New York State General Business Law, Section 130 has been filed as required therein.

_____
Notary Public

DRAFT

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
*(Officer **other than** officer signing contract)*

_____ of the Village of Mount Kisco _____
(Title) *(Name of Municipality)*

(the "Municipality"), a municipal corporation duly organized 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 _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____thereunto duly authorized,
(Town Board, Village Board, City Council)

and 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 _____ 2025, before me personally came _____
_____, whose signature appears above, known to me to be the
_____ of _____,
(Title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

_____
Notary Public County

SCHEDULE "A"

Supplementing Paragraph "FIRST", this Schedule "A" is intending to more particularly describe the core policing services, specific items covered, services incidentally included and items expressly excluded or reserved by the Village:

Core Additional Policing Services:

County shall provide 3 police officers and one supervisor on the day tour, 3 police officers and one supervisor on the evening tour and 2 police officers and one supervisor on the overnight tour, with such police officers being assigned to patrol duties, within the municipal boundaries of the Village of Mount Kisco and the Byram Lake Reservoir Watershed Area. The County shall assign 3 detectives exclusively to the Village.

Mount Kisco Police Patrol Sector Checks:

Reporting of non-functioning street lights, traffic control signals and traffic control signs that need repair or replacement to Department of Public Works.
Water line breaks and sanitary sewer overflows reported to Public Works when first observed.
Patrol checks of all village owned buildings and facilities, (doors locked and perimeter check) of Village Hall, Library, Senior Center, Byram Lake Water Filtration Plant (gate locked), Byram Lake Reservoir Pump Station (gate locked), water lift stations (Hillside and Chase), water tanks (gates locked: Mountain & Emery Street; driveway off of Rolling Ridge), Saw Mill Sewer Pump Station, sewer lift stations (Radio Circle Drive, Cold Spring Court), Leonard Park Multi-Purpose Building and Leonard Park Teahouse, Public Safety/Court Building, Mutual Fire House, Green Street Fire House, Independent Fire House, Mount Kisco Volunteer Ambulance Corps, Kirbyville Schoolhouse, Maple Avenue Community Center.
Patrol of all parks and recreation facilities (Leonard Park and pool complex, Fox Park, Kirby Plaza, Flewellyn Park, Maple Avenue Park, St. Mark's Cemetery, Conservation Areas defined and regulated under Chapter 54 of the Village Code).
Central business district checks of storefronts and back parking lots.
Police presence to meet all evening trains (after sunset) and checking of sidewalk under Route 133 to North Moger Parking Lot.
Mid-Night tours from November 15 - April 1: winter overnight parking restrictions for snow removal.
Drive through and check of Public Works and Parks maintenance buildings.
Assistance with overcrowding conditions; Notify building inspector of conditions upon entry by police in response to a police matter (Establish protocol for coordination with Building Department).
Dark House patrol and checks.
Other on/off street parking enforcement, particularly during evening and overnight tours.
Byram Lake Reservoir Security and watershed enforcement.

Inspect taxicabs at Taxicab Stand to ensure proper licensing of taxicabs and taxicab drivers under Chapter 98 of the Village Code.

Additional Administrative duties:

Background checks on new hires.
Participation in Drug Council Program.
Assistance with processing Cabaret and Peddling licenses including State Liquor Authority licensing process.
Monthly notice to Clerical staff for Alarm billing based off of IMPACT software.
Conduct letters: applicants to apply to WCPD directly.
WCPD to assist with taxi cab and license inspection and permitting program by processing fingerprinting and background checks in accordance with §98-7 and §98-10 of the Village Code. (MK limits the number of cabs).
WCPD to perform all required fingerprinting for various purposes.
Coordination of police coverage with Village for all special events; i.e. Parades (St. Patrick's Day, Memorial Day, Little League, Fire Parade) and 9-11 memorial (use available Village staff to minimize Police overtime costs) (street closing and postings for no parking).
Court appearances to be scheduled when involved officer is scheduled to work regular tour to the greatest extent possible.
Continue with current initiatives in crime prevention – targeted patrol details.
Assignment of staff duties to patrol sergeants; i.e. traffic committee, facilities management.
Alarm calls for DPW water and sewer lift stations go to PD and need to be forwarded onto Public Works.
Assistance with DPW operations for overnight snow removal, line painting, utility repairs
"Dig Safe" Notices go to PD as well as DPW and others.
When feasible or practical, WCPD will provide one Spanish-speaking officer per 8- hour tour.
When feasible or practical, WCPD will endeavor to maintain consistency in assignment of personnel (same group of people generally).
When feasible or practical, WCPD will regularly conduct foot patrols of the downtown area.
WCPD and Village leadership shall convene on a quarterly basis to discuss operational issues and review reporting.
To the extent practical, WCPD shall report to the Village on a monthly basis on the amount and types of VTL and local law violations.
To the extent feasible, WCPD shall endeavor to distinguish the OCR reporting for the Village from that of the rest of the County.

Village Police Jurisdiction to Remain Unchanged and list of Services Exclusively Retained by Village:

The Village of Mount Kisco shall retain jurisdiction to perform any and all of the above-referenced functions, irrespective of County's contracting for services. Notwithstanding the

County's contractual obligations set forth above, the Village's jurisdiction shall be expressly deemed to include but not be limited to core functions, patrols, investigations, background checks, investigations, sector checks, licensing, administrative functions and the like.

As to retained functions of the Village and not deemed part of the IMA:

Courtroom security- Primary courtroom security will be provided by Village. The County may provide additional officers, as needed, provided such service is provided on a non-overtime basis.

The Village reserves the right to utilize its own employees (e.g. parking and traffic control agents), as needed, to perform non-sworn police officer duties such as traffic control, parking enforcement and similar duties.

DRAFT

SCHEDULE "B"

Budget

(2 pages attached.)

DRAFT

DPS Contracted Policing of Village of Mt. Kisco
Budget
April 1,2025 - 2029

		Apr - Dec 2025	2026	2027	2028	2029
Police Officers (3 tours/day, 3-3-2 +1)	17					
1010 Salaries (Top PO)		1,727,842	$2,361,384	$2,420,418	$2,480,929	$2,542,952
Longevity		50,363	68,829	70,549	72,313	74,121
1400 Overtime		169,709	231,936	237,734	243,678	249,770
1490 Holiday Pay		105,876	144,697	148,315	152,022	155,823
1540 Shift		41,063	56,119	57,522	58,960	60,434
Total Salary Expenses Before Fringes		$2,094,852	$2,862,964	$2,934,539	$3,007,902	$3,083,100
1650 Retirement System		676,637	924,738	947,856	971,552	995,841
1651 FICA/Medicare (Adj for Max)		133,442	182,371	186,930	191,603	196,393
1680 Medical Insurance (Includes Dental)		585,200	780,266	780,266	780,266	780,266
1715 Employee Benefit Fund (Work Comp & Unemp Ins)		25,005	34,007	34,687	35,381	36,088
1710 MTA Payroll Tax		1,781	0	0	0	0
Total Salary Expenses Including Fringes		$3,516,916	$4,784,346	$4,884,277	$4,986,704	$5,091,688
3240 Uniform Exp. (Yr 1 Outfitting, Yr 2-5 Allowance)		19,125	25,925	26,350	26,775	27,200
Total - Police Officers		$3,536,041	$4,810,271	$4,910,627	$5,013,479	$5,118,888
Patrol Sergeants	5					
1010 Salaries		596,869	$815,721	$836,114	$857,016	$878,442
Longevity		14,813	$20,244	$20,750	$21,269	$21,800
1400 Overtime		27,578	37,690	38,633	39,598	40,588
1490 Holiday Pay		31,140	42,558	43,622	44,712	45,830
1540 Shift		24,638	33,671	34,513	35,376	36,260
Total Salary Expenses Before Fringes		$695,037	$949,884	$973,631	$997,972	$1,022,921
1650 Retirement System		224,497	306,812	314,483	322,345	330,404
1651 FICA/Medicare (Adj for Max)		44,274	60,508	62,020	63,571	65,160
1680 Medical Insurance (Includes Dental)		172,118	229,490	229,490	229,490	229,490
1715 Employee Benefit Fund (Work Comp & Unemp Ins)		10,433	14,189	14,473	14,762	15,058
1710 MTA Payroll Tax		591	0	0	0	0
Total Salary Expenses Including Fringes		$1,146,949	$1,560,883	$1,594,097	$1,628,140	$1,663,032
3240 Uniform Exp. (Allowance)		5,625	7,625	7,750	7,875	8,000
Total - Patrol Sergeants		$1,152,574	$1,568,508	$1,601,847	$1,636,015	$1,671,032
3 Detectives (includes Youth Officer)	3					
1010 Salaries (Top)		331,594	$453,178	$464,508	$476,120	$488,023
Longevity		8,888	$12,146	$12,450	$12,761	$13,080
1400 Overtime		18,493	25,273	25,905	26,553	27,217
1490 Holiday Pay		18,684	25,535	26,173	26,827	27,498
1540 Shift		7,802	10,663	10,929	11,202	11,482
Total Salary Expenses Before Fringes		$385,460	$526,795	$539,965	$553,464	$567,301

1650 Retirement System		124,504	170,155	174,409	178,769	183,238	
1651 FICA/Medicare (Adj for Max)		24,554	33,557	34,396	35,256	36,137	
1680 Medical Insurance (Includes Dental)		103,271	137,694	137,694	137,694	137,694	
1715 Employee Benefit Fund (Work Comp & Unemp Ins)		4,786	6,509	6,639	6,772	6,907	
1710 MTA Payroll Tax		328	0	0	0	0	
Total Salary Expenses Including Fringes		$642,901	$874,709	$893,102	$911,954	$931,277	
3240 Uniform Exp. (Allowance)		3,375	4,575	4,650	4,725	4,800	
Total - Detectives		$646,276	$879,284	$897,752	$916,679	$936,077	
Total Sworn Officers (Salary, Fringes & Uniform Exp.)		$5,334,892	$7,258,063	$7,410,227	$7,566,174	$7,725,998	
Communications Operators	3						
1010 Salaries (Top)		162,585	$222,200	$227,754	$233,448	$239,285	
Longevity		6,750	$9,000	$9,000	$9,225	$9,456	
1400 Overtime		5,454	7,417	7,566	7,717	7,871	
1490 Holiday Pay		7,020	$9,547	$9,738	$9,933	$10,132	
1540 Shift		12,319	$16,754	$17,089	$17,430	$17,779	
Total Salary Expenses Before Fringes		$194,128	$264,918	$271,147	$277,754	$284,522	
1650 Retirement System		30,459	46,890	47,993	49,162	50,360	
1651 FICA/Medicare		14,851	20,266	20,743	21,248	21,766	
1680 Medical Insurance (Includes Dental)		103,271	137,694	137,694	137,694	137,694	
1715 Employee Benefit Fund (Work Comp & Unemp Ins)		2,604	3,559	3,648	3,739	3,832	
1710 MTA Payroll Tax		165	0	0	0	0	
Total Salary Expenses Including Fringes		$345,477	$473,327	$481,225	$489,597	$498,175	
3240 Uniform Exp. (Allowance)		619	825	825	825	825	
Total - Communications Operators		$346,095	$474,152	$482,050	$490,422	$499,000	
Total Personnel and Uniform Allowance Expense		$5,680,987	$7,732,215	$7,892,276	$8,056,596	$8,224,998	
Non-Personnel Expenses							
3010 Gasoline		$0	$0	$0	$0	$0	
3240 General Supplies/Misc. Expenses		7,500	10,000	10,000	10,000	10,000	
2300 Reserve for Vehicle Replacement		51,000	70,040	72,141	74,305	76,535	
5170 Vehicle Maintenance		21,750	25,000	26,000	27,000	28,000	
5260 Computer Database Data Roll		0	0	0	0	0	
5260 Computer Annual Maintenance (Database)		24,000	24,000	26,000	28,000	30,000	
5260 DOIT Network HQ Upgrade & Maintenance		31,500	40,000	40,000	40,000	40,000	
5260 Computers & Copiers		6,750	8,000	8,000	8,000	8,000	
Total Non-Personnel Expense		$142,500	$177,040	$182,141	$187,305	$192,535	
4937 Liability Contribution to County		93,750	125,000	125,000	125,000	125,000	
Expense Grand Total		$5,917,237	$8,034,255	$8,199,418	$8,368,901	$8,542,532	$39,062,344
9856 Revenue		$5,917,237	$8,034,255	$8,199,418	$8,368,901	$8,542,532	$39,062,344

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(Municipality - LEO)

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.1) per occurrence 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 $5,000,000 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) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of $5,000,000 per occurrence).

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.

DRAFT

SCHEDULE "D"

[Updated self-insurance letter attached.]

DRAFT

Westchester gov.com

Kenneth Jenkins
County Executive

John M. Nonna
County Attorney

Office of Risk Management

Kandy Davenport
Director

April 1, 2025

Village/Town of Mount Kisco
104 Main St.
Mount Kisco, NY 10549

re: Disclosure Required by Section 3101 of the Civil Practice Law and Rules

To Whom It May Concern:

In accordance with Section 6-n of the New York General Municipal Law and Chapter 295 of the Laws of Westchester County, the County of Westchester self-funds certain liability exposures, including any that may arise from the incident about which you have inquired. The County does not purchase liability insurance coverage from an insurance company to insure these exposures. Accordingly, there are no insurance policies or other information to disclose pursuant to Section 3101.

Sincerely,

Paul Gionta
Paul Gionta
Senior Risk Management Analyst

DESCRIPTION OF OPERATION/EVENT:
DPS

-IMA for police services

CC: S. Gopalkrishna. - DPS

Michaelian Office Building, Room 241
148 Martine Avenue
White Plains, New York 10601 Telephone: (914)995-2740 Fax: (914) 995-2707 Website: westchestergov.com

REDUCE REUSE RECYCLE

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 authorizing and directing the Commissioner of Finance of the County of Westchester to pay Mortgage Tax receipts to cities, towns and villages. The Mortgage Taxes to be distributed to the cities, town and villages for the period from April 1, 2025 through September 30, 2025 totals $21,137,820.91 and will be apportioned as prescribed in the attached report of the County Clerk and the Commissioner of Finance in accordance with the requirements of Section 261(3) of the New York State Tax Law.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed action does/do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Approval of this Act requires an affirmative vote by a majority of all members of the Board of Legislators. After due consideration, your Committee recommends the adoption of the attached Act.

s/cmc/11.14.2024

Dated: November 24th, 2025

White Plains, New York

COMMITTEE ON

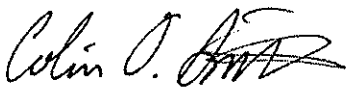
Budget & Appropriations

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



FISCAL IMPACT STATEMENT

SUBJECT: Mtge Tax Receipts to Cities, Towns & Villages ☒ 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 $ 0

Total Current Year Revenue $ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☒ Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount $ none

Describe: 731-5574

Potential Related Revenues: Annual Amount $ _____

Describe: Pass Through

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

Current Year: None

Next Four years: None

10/24/25
UC

Prepared by: Mario Arena 10-22-25

Reviewed By: Budget Director

10/24/25

Title: Deputy Finance Commissioner

Department: Finance

If you need more space, please attach additional sheets.

2024 FIXED-DOLLAR PARTIAL EXEMPTIONS ADDED BACK TO ADJUSTED COUNTY TAXABLE VALUE

MUNICIPALITY	REPORTED TAXABLE ASSESSED VALUE	VETERANS	CLERGY	VOLUNTEER FIRE COMPANIES	ADJUSTED TAXABLE VALUE
City of Mount Vernon	$ 145,568,417	$ 188,692	$ 48,000	$ -	$ 145,805,109
City of New Rochelle	$ 265,914,356	$ 132,186	$ 30,000	$ -	$ 266,076,542
City of Peekskill	$ 64,618,253	$ 28,510	$ 6,000	$ -	$ 64,652,763
City of Rye	$ 148,257,867	$ 82,392	$ 3,000	$ -	$ 148,343,259
City of White Plains	$ 277,465,127	$ 161,280	$ 30,000	$ -	$ 277,656,407
City of Yonkers	$ 469,021,610	$ 701,514	$ 21,000	$ -	$ 469,744,124
Town of Bedford	$ 604,498,822	$ -	$ 1,500	$ -	$ 604,500,322
Town of Cortlandt	$ 110,902,625	$ 307,211	$ 10,500	$ -	$ 111,220,336
Town of Eastchester	$ 101,038,667	$ 133,003	$ 7,500	$ -	$ 101,179,170
Town of Greenburgh	$ 26,314,866,823	$ 23,883,448	$ 25,500	$ -	$ 26,338,775,771
Town of Harrison	$ 126,271,039	$ 91,800	$ 1,500	$ -	$ 126,364,339
Town of Lewisboro	$ 295,673,876	$ 21,600	$ 1,500	$ -	$ 295,696,976
Town of Mamaroneck	$ 12,460,694,431	$ 10,916,786	$ -	$ -	$ 12,471,611,217
Town of Mount Kisco	$ 290,802,018	$ -	$ 1,500	$ -	$ 290,803,518
Town of Mount Pleasant	$ 146,124,199	$ 239,940	$ 4,500	$ -	$ 146,368,639
Town of New Castle	$ 1,085,534,650	$ -	$ -	$ -	$ 1,085,534,650
Town of North Castle	$ 121,874,641	$ 34,450	$ 1,500	$ -	$ 121,910,591
Town of North Salem	$ 1,847,867,260	$ 35,978	$ 1,500	$ -	$ 1,847,904,738
Town of Ossining	$ 6,708,261,349	$ 2,613,004	$ 7,500	$ -	$ 6,710,881,853
Town of Pelham	$ 4,435,331,123	$ 1,317,063	$ 1,500	$ -	$ 4,436,649,686
Town of Pound Ridge	$ 382,114,985	$ -	$ -	$ -	$ 382,114,985
Town of Rye	$ 9,674,500,098	$ 8,344,304	$ 6,000	$ -	$ 9,682,850,402
Town of Scarsdale	$ 9,298,864,022	$ 8,100,588	$ -	$ 4,052,970	$ 9,311,017,580
Town of Somers	$ 493,277,883	$ 23,658	$ 3,000	$ -	$ 493,304,541
Town of Yorktown	$ 130,297,900	$ 341,455	$ 4,500	$ -	$ 130,643,855
TOTALS:	$ 75,999,642,041			$ -	$ 76,061,611,373

NOTE:
Chapter 280 of the Laws of 1985 requires that counties wishing to use equalization rates calculated by the then Office of Real Property Services add certain "fixed-dollar" exemptions back to stated taxable value when apportioning the county tax levy. Individual municipalities will, however, continue to use the stated taxable value to set the tax rate.

County of Westchester
Mortgage Tax
5 year comparison

Town/City Village	December 6 Mth 2025 vs 2024	December 6 Mth 2025 vs 2024	December 6 Mth Dec-25	December 6 Mth Dec-24	December 6 Mth Dec-23	December 6 Mth Dec-22	December 6 Mth Dec-21	June 6 Mth 2025 vs 2024	June 6 Mth 2025 vs 2024	June 6 Mth 2025	June 6 Mth 2024	June 6 Mth 2023	June 6 Mth 2022	June 6 Mth 2021
Bedford	76%	$ 282,141.99	$ 652,142.68	$ 370,000.69	$ 405,937.45	$ 903,164.63	$ 946,264.34	60%	177,594.38	472,869.76	295,275.38	428,127.79	$ 820,443.51	$ 924,258.68
Cortlandt	-13%	$ (85,149.24)	$ 546,289.88	$ 631,439.12	$ 612,523.66	$ 974,902.42	$ 1,179,926.55	34%	187,969.90	742,172.54	554,202.64	494,960.75	$ 1,061,565.55	$ 1,131,820.20
Buchanan	-14%	$ (3,181.99)	$ 19,518.87	$ 22,700.86	$ 22,276.04	$ 35,329.29	$ 42,757.65	33%	6,593.60	26,517.74	19,924.13	18,000.56	$ 38,469.86	$ 41,014.39
Croton	-13%	$ (9,328.08)	$ 60,665.04	$ 69,993.12	$ 67,619.00	$ 106,409.28	$ 128,317.93	34%	20,985.96	82,417.65	61,431.69	54,640.75	$ 115,868.44	$ 123,086.33
Eastchester	21%	$ 124,552.97	$ 731,633.16	$ 607,080.19	$ 512,652.31	$ 919,402.38	$ 1,054,178.05	30%	96,368.07	418,735.42	322,367.35	414,032.24	$ 932,253.27	$ 911,920.52
Bronxville	21%	$ 26,870.15	$ 156,955.61	$ 130,085.46	$ 110,549.07	$ 197,504.00	$ 226,490.31	30%	20,753.32	89,830.37	69,077.04	89,282.50	$ 200,264.60	$ 195,926.26
Tuckahoe	21%	$ 10,908.94	$ 62,396.00	$ 51,487.06	$ 43,600.21	$ 78,173.52	$ 90,222.73	31%	8,370.80	35,711.09	27,340.29	35,212.74	$ 79,266.19	$ 78,047.50
Greenburgh	26%	$ 370,228.49	$ 1,780,333.11	$ 1,410,104.62	$ 1,434,362.77	$ 3,319,292.31	$ 2,531,580.28	42%	449,745.26	1,508,199.57	1,058,454.31	1,351,567.09	$ 2,326,237.07	$ 2,316,076.41
Ardsley	25%	$ 12,988.80	$ 64,170.51	$ 51,181.71	$ 52,694.64	$ 120,555.85	$ 91,080.68	42%	15,943.63	54,361.70	38,418.07	49,652.95	$ 84,488.34	$ 83,327.32
Dobbs Ferry	25%	$ 23,681.60	$ 119,663.34	$ 95,981.74	$ 97,213.73	$ 228,845.80	$ 170,235.78	41%	29,326.23	101,372.15	72,045.92	91,602.26	$ 160,380.45	$ 155,744.25
Elmsford	27%	$ 12,901.93	$ 60,623.44	$ 47,721.51	$ 47,289.14	$ 108,397.09	$ 80,958.35	43%	15,536.05	51,356.82	35,820.77	44,559.47	$ 75,967.19	$ 74,066.67
Hastings	26%	$ 23,476.67	$ 112,478.25	$ 89,001.58	$ 88,621.37	$ 204,554.13	$ 155,797.49	43%	28,478.87	95,285.34	66,806.47	83,505.88	$ 143,356.28	$ 142,535.03
Irvington	26%	$ 21,631.81	$ 104,864.68	$ 83,232.87	$ 83,807.94	$ 194,781.71	$ 153,592.58	42%	26,359.20	88,835.55	62,476.35	78,970.30	$ 136,507.54	$ 140,517.83
Tarrytown	28%	$ 27,248.89	$ 125,992.40	$ 98,743.51	$ 100,217.69	$ 232,452.23	$ 173,966.83	44%	32,614.81	106,733.78	74,118.97	94,432.82	$ 162,907.92	$ 159,157.69
Harrison	10%	$ 38,450.15	$ 405,937.34	$ 367,487.20	$ 429,882.26	$ 662,884.83	$ 660,634.80	37%	88,646.25	331,225.66	242,579.41	308,423.11	$ 817,802.10	$ 604,137.67
Harrison	10%	$ 38,450.15	$ 405,937.34	$ 367,487.20	$ 429,882.26	$ 662,884.83	$ 660,634.80	37%	88,646.25	331,225.66	242,579.41	308,423.11	$ 817,802.10	$ 604,137.67
Lewisboro	4%	$ 13,346.80	$ 391,290.69	$ 377,943.89	$ 249,097.83	$ 423,577.17	$ 679,365.66	38%	72,360.37	264,800.45	192,440.08	261,033.32	$ 535,854.80	$ 637,664.05
Mamaroneck	47%	$ 376,880.87	$ 1,186,390.87	$ 809,510.00	$ 630,775.85	$ 1,244,121.39	$ 1,416,421.85	-14%	(68,610.55)	438,002.40	506,612.95	528,004.21	$ 844,150.49	$ 884,110.79
Larchmont	48%	$ 81,800.06	$ 251,563.23	$ 169,763.17	$ 130,519.72	$ 253,260.43	$ 286,775.14	-13%	(13,367.98)	92,874.37	106,242.32	109,254.28	$ 171,840.08	$ 179,001.05
Mamaroneck	45%	$ 66,624.78	$ 214,115.56	$ 147,490.78	$ 117,161.36	$ 233,804.55	$ 264,088.16	-14%	(13,254.56)	79,049.10	92,303.66	98,072.38	$ 158,639.05	$ 164,840.15
Mt. Kisco	49%	$ 24,706.14	$ 74,917.13	$ 50,210.99	$ 95,567.07	$ 85,093.72	$ 115,246.00	27%	15,697.18	74,596.29	58,899.12	104,546.87	$ 149,036.66	$ 148,222.03
Mt. Kisco	49%	$ 24,706.14	$ 74,917.13	$ 50,210.99	$ 95,567.07	$ 85,093.72	$ 115,246.00	27%	15,697.18	74,596.29	58,899.12	104,546.87	$ 149,036.66	$ 148,222.03
Mt. Pleasant	-20%	$ (183,772.94)	$ 756,961.45	$ 940,734.39	$ 864,234.28	$ 1,067,723.54	$ 1,294,467.33	70%	291,618.27	710,678.20	419,059.93	665,119.34	$ 1,933,925.89	$ 1,450,583.37
Briarcliff	-20%	$ (1,831.21)	$ 7,489.00	$ 9,320.21	$ 8,499.30	$ 11,065.52	$ 13,343.59	69%	2,879.31	7,031.10	4,151.79	6,541.10	$ 20,042.55	$ 14,952.86
Pleasantville	-19%	$ (14,819.49)	$ 62,984.63	$ 77,804.12	$ 70,788.87	$ 86,508.59	$ 105,176.33	71%	24,474.88	59,133.53	34,658.65	54,479.49	$ 156,689.62	$ 117,860.86
Sleepy Hollow	-21%	$ (14,280.68)	$ 55,278.67	$ 69,559.35	$ 61,620.67	$ 70,278.31	$ 82,972.81	67%	20,912.80	51,898.74	30,985.94	47,423.60	$ 127,292.35	$ 92,979.54
Mt. Vernon	32%	$ 192,932.19	$ 790,976.58	$ 598,044.39	$ 685,364.70	$ 980,189.24	$ 1,008,261.23	-2%	(16,071.44)	776,719.74	792,791.18	665,439.66	$ 1,538,484.38	$ 829,898.66
New Castle	22%	$ 154,766.82	$ 868,946.34	$ 714,179.52	$ 701,687.48	$ 1,149,321.21	$ 1,232,397.38	28%	109,533.67	502,987.44	393,453.77	458,882.39	$ 1,076,092.68	$ 883,929.63
New Rochelle	31%	$ 292,917.70	$ 1,246,771.93	$ 953,854.23	$ 871,325.80	$ 1,377,875.47	$ 1,718,628.58	31%	226,081.16	954,248.87	728,167.71	901,372.78	$ 1,721,141.67	$ 2,010,465.97
No. Castle	-4%	$ (19,968.62)	$ 544,431.01	$ 564,399.63	$ 441,134.41	$ 792,652.27	$ 1,009,961.25	7%	23,684.44	354,070.25	330,385.81	521,687.11	$ 689,525.93	$ 653,564.10
No. Salem	65%	$ 48,601.48	$ 123,157.99	$ 74,556.51	$ 80,995.51	$ 158,837.27	$ 209,113.01	164%	107,194.95	172,420.08	65,225.13	65,220.90	$ 195,642.07	$ 232,458.71
Ossining	20%	$ 51,190.11	$ 310,556.04	$ 259,365.93	$ 270,859.47	$ 598,442.03	$ 520,575.30	9%	20,021.33	248,320.94	228,299.61	280,650.94	$ 594,101.22	$ 525,073.26
Briarcliff	21%	$ 16,627.31	$ 95,391.13	$ 78,763.82	$ 82,438.65	$ 187,260.62	$ 167,170.22	10%	6,945.19	76,274.85	69,329.66	85,418.78	$ 185,902.32	$ 168,614.63
Ossining	20%	$ 19,317.35	$ 116,905.97	$ 97,588.62	$ 101,505.59	$ 217,026.30	$ 186,575.19	9%	7,578.48	93,478.14	85,899.66	105,174.98	$ 215,452.10	$ 188,187.27
Peekskill	-9%	$ (30,826.69)	$ 311,644.85	$ 342,471.54	$ 170,114.17	$ 436,815.82	$ 405,091.06	21%	37,274.31	216,209.34	178,935.03	214,563.57	$ 530,957.79	$ 425,865.24
Pelham	55%	$ 86,765.55	$ 244,966.81	$ 158,201.27	$ 168,604.90	$ 275,048.91	$ 410,597.38	-1%	(993.32)	147,656.83	148,650.15	140,445.37	$ 306,781.54	$ 304,822.24
Pelham	55%	$ 39,223.78	$ 110,039.99	$ 70,816.21	$ 75,505.75	$ 123,406.41	$ 184,124.53	0%	(212.82)	66,327.99	66,540.81	62,895.17	$ 137,643.92	$ 136,691.70
Pelham Manor	54%	$ 47,541.76	$ 134,926.82	$ 87,385.06	$ 93,099.14	$ 151,642.50	$ 226,472.84	-1%	(780.50)	81,328.84	82,109.34	77,550.20	$ 169,137.62	$ 168,130.54
Pound Ridge	54%	$ 78,486.74	$ 223,213.49	$ 144,726.75	$ 204,620.18	$ 379,499.59	$ 362,456.76	16%	20,912.42	151,973.41	131,060.99	169,202.82	$ 348,740.67	$ 319,158.82
Rye City	8%	$ 77,342.10	$ 1,005,498.16	$ 928,156.06	$ 748,700.96	$ 1,406,095.00	$ 1,490,742.72	-16%	(95,764.51)	496,103.89	591,868.40	658,263.94	$ 1,114,245.95	$ 915,632.58
Rye Town	54%	$ 175,353.39	$ 499,643.47	$ 324,290.09	$ 325,427.60	$ 611,997.47	$ 673,462.95	24%	58,851.11	302,159.45	243,308.35	595,192.23	$ 533,913.61	$ 544,707.53
Mamaroneck	54%	$ 72,053.31	$ 205,478.32	$ 133,425.01	$ 70,243.96	$ 131,536.59	$ 145,184.50	24%	24,156.93	124,263.04	100,106.11	128,472.99	$ 114,754.03	$ 117,427.53
Port Chester	54%	$ 37,807.80	$ 108,028.76	$ 70,220.96	$ 136,289.10	$ 255,228.92	$ 278,182.09	24%	12,645.03	65,330.41	52,685.38	249,266.55	$ 222,664.63	$ 224,998.10
Rye Brook	54%	$ 65,492.27	$ 186,136.39	$ 120,644.12	$ 118,894.54	$ 225,231.96	$ 250,096.35	24%	22,049.14	112,566.00	90,516.86	217,452.68	$ 196,494.95	$ 202,281.90
Scarsdale	19%	$ 96,500.39	$ 612,005.68	$ 515,505.30	$ 560,668.22	$ 922,353.80	$ 915,981.17	6%	15,234.81	280,927.66	265,692.85	433,606.14	$ 527,268.87	$ 704,615.84
Scarsdale	19%	$ 96,500.39	$ 612,005.68	$ 515,505.30	$ 560,668.22	$ 922,353.80	$ 915,981.17	6%	15,234.81	280,927.66	265,692.85	433,606.14	$ 527,268.87	$ 704,615.84
Somers	67%	$ 238,366.04	$ 594,606.05	$ 356,240.01	$ 345,241.12	$ 576,607.00	$ 748,462.88	-12%	(45,495.11)	329,190.46	374,685.57	342,564.55	$ 630,835.72	$ 758,399.18
White Plains	72%	$ 450,009.19	$ 1,072,133.38	$ 622,124.19	$ 1,029,383.67	$ 1,314,449.49	$ 1,245,079.85	39%	256,476.97	915,114.73	658,637.76	784,532.81	$ 1,855,572.73	$ 1,201,960.15
Yonkers	12%	$ 213,924.54	$ 1,983,743.08	$ 1,769,818.54	$ 1,853,745.66	$ 3,062,072.05	$ 3,209,000.34	9%	153,113.51	1,868,137.05	1,715,023.54	1,982,870.72	$ 3,557,376.55	$ 2,898,193.55
Yorktown	15%	$ 84,246.17	$ 651,102.97	$ 566,856.80	$ 589,324.78	$ 848,375.50	$ 1,266,108.43	50%	216,139.95	645,919.64	429,779.69	513,063.54	$ 1,032,980.70	$ 1,325,658.36
	23%	$ 3,874,404.74	$ 21,137,820.90	$ 17,263,416.16	$ 17,148,805.11	$ 29,614,380.43	$ 31,499,449.20	22%	$ 2,816,150.02	15,652,167.96	12,836,017.94	16,011,812.75	30,243,069.05	27,969,562.47

County of Westchester
Mortgage Tax Allocation - Dept of Finance
4-01-25 thru 9-30-25

Town/City	Village	2024 Taxable Assessed Value	2024 Detail taxable Village/town Outside Breakdown	12/15/2025 Tax to be Distributed	% of Distribution	12/15/2025 Distribution	
Bedford		604,498,822		652,142.68	1.000000	$ 652,142.68	
Cortlandt		110,902,625	82,513,228	626,473.80	0.872008	$ 546,289.88	
	Buchanan		6,910,725		0.031157	$ 19,518.87	
	Croton		21,478,672		0.096836	$ 60,665.04	
Eastchester		101,038,667	54,428,047	950,984.78	0.769343	$ 731,633.16	
	Bronxville		33,351,924		0.165045	$ 156,955.61	
	Tuckahoe		13,258,696		0.065612	$ 62,396.00	
Greenburgh		26,314,866,823	13,251,637,677	2,368,125.73	0.751790	$ 1,780,333.11	
	Ardsley		1,426,139,110		0.027098	$ 64,170.51	
	Dobbs Ferry		2,659,423,756		0.050531	$ 119,663.34	
	Elmsford		1,347,308,321		0.025600	$ 60,623.44	
	Hastings		2,499,740,709		0.047497	$ 112,478.25	
	Irvington		2,330,535,219		0.044282	$ 104,864.68	
	Tarrytown		2,800,082,031		0.053203	$ 125,992.40	
Harrison		126,271,039		811,874.67	0.500000	$ 405,937.34	
	Harrison				0.500000	$ 405,937.34	
Lewisboro		295,673,876		391,290.69	1.000000	$ 391,290.69	
Mamaroneck		12,460,694,431	5,435,953,003	1,652,069.66	0.718124	$ 1,186,390.87	
	Larchmont		3,794,818,856		0.152272	$ 251,563.23	
	Mamaroneck		3,229,922,572		0.129604	$ 214,115.56	(1)
Mt. Kisco		290,802,018		149,834.26	0.500000	$ 74,917.13	
	Mt. Kisco				0.500000	$ 74,917.13	
Mt. Pleasant		146,124,199	104,490,193	882,713.76	0.857539	$ 756,961.45	
	Briarcliff Manor		2,479,455		0.008484	$ 7,489.00	(2)
	Pleasantville		20,852,918		0.071353	$ 62,984.63	
	Sleepy Hollow		18,301,633		0.062624	$ 55,278.67	
Mt. Vernon		145,568,417		790,976.58	1.000000	$ 790,976.58	
New Castle		1,085,534,650		868,946.34	1.000000	$ 868,946.34	
New Rochelle		265,914,356		1,246,771.93	1.000000	$ 1,246,771.93	
No. Castle		121,874,641		544,431.01	1.000000	$ 544,431.01	
No. Salem		1,847,867,260		123,157.99	1.000000	$ 123,157.99	
Ossining		6,708,261,349	1,260,672,668	522,853.13	0.593964	$ 310,556.04	
	Briarcliff Manor		2,447,756,641		0.182443	$ 95,391.13	(2)
	Ossining		2,999,832,040		0.223592	$ 116,905.97	
Peekskill		64,618,253		311,644.85	1.000000	$ 311,644.85	
Pelham		4,435,331,123		489,933.62	0.500000	$ 244,966.81	
	Pelham		1,992,367,086		0.224602	$ 110,039.99	
	Pelham Manor		2,442,964,037		0.275398	$ 134,926.82	
Pound Ridge		382,114,985		223,213.49	1.000000	$ 223,213.49	
Rye City		148,257,867		1,005,498.16	1.000000	$ 1,005,498.16	
Rye Town		9,674,500,098		999,286.94	0.500000	$ 499,643.47	
	Mamaroneck		3,978,636,970		0.205625	$ 205,478.32	(1)
	Port Chester		2,091,740,125		0.108106	$ 108,028.76	
	Rye Brook		3,604,123,003		0.186269	$ 186,136.39	
Scarsdale		9,298,864,022		1,224,011.36	0.500000	$ 612,005.68	
	Scarsdale				0.500000	$ 612,005.68	
Somers		493,277,883		594,606.05	1.000000	$ 594,606.05	
White Plains		277,465,127		1,072,133.38	1.000000	$ 1,072,133.38	
Yonkers		469,021,610		1,983,743.08	1.000000	$ 1,983,743.08	
Yorktown		130,297,900		651,102.97	1.000000	$ 651,102.97	
		75,999,642,041.00	59,951,719,315.00	21,137,820.91		$ 21,137,820.91	

2024 VILLAGE/TOWN-OUTSIDE BREAKDOWN OF COUNTY TAXABLE ASSESSED VALUE

MUNICIPALITY		TAXABLE
TOWN	VILLAGE	ASSESSED VALUE ($)
Cortlandt	Buchanan	6,910,725
	Croton	21,478,672
	Unincorporated Area	82,513,258
Eastchester	Bronxville	33,351,924
	Tuckahoe	13,258,696
	Unincorporated Area	54,428,047
Greenburgh	Ardsley	1,426,139,110
	Dobbs Ferry	2,659,423,756
	Elmsford	1,347,308,321
	Hastings	2,499,740,709
	Irvington	2,330,535,219
	Tarrytown	2,800,082,031
	Unincorporated Area	13,251,637,677
Mamaroneck	Larchmont	3,794,818,856
	Mamaroneck	3,229,922,572
	Unincorporated Area	5,435,953,003
Mt. Pleasant	Briarcliff Manor	2,479,455
	Pleasantville	20,852,918
	Sleepy Hollow	18,301,633
	Unincorporated Area	104,490,193
Ossining	Briarcliff Manor	2,447,756,641
	Ossining	2,999,832,040
	Unincorporated Area	1,260,672,668
Pelham	Pelham	1,992,367,086
	Pelham Manor	2,442,964,037
Rye Town	Mamaroneck	3,978,636,970
	Port Chester	2,091,740,125
	Rye Brook	3,604,123,003

NOTE

(1) Harrison, Mt. Kisco and Scarsdale are coterminous town-villages, therefore there is no village/town outside breakdown for these municipalities.

(2) Unincorporated area represents area outside villages. Pelham and Rye Town do not have unincorporated areas.

AU-202 (1/88)

PART II

DISTRIBUTION STATEMENT

(Columns 1 through 5)

The 'taxes collected' shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT

(Column 6)

This column is the net amount due each tax district for which the Board of Supervisors shall issue its warrant or warrants

1	2	3	4	5	6
Tax districts	Taxes collected	*Additions	*Deductions	Amount of 'Taxes Collected' as adjusted and corrected	Net Amount due each tax district
BEDFORD	656,864.74			656,864.74	652,142.68
CORTLANDT	631,010.00			631,010.00	626,473.80
EASTCHESTER	957,870.71			957,870.71	950,984.78
GREENBURGH	2,385,272.97			2,385,272.97	2,368,125.73
HARRISON	817,753.33			817,753.33	811,874.67
LEWISBORO	394,123.96			394,123.96	391,290.69
MAMARONECK	1,664,032.04			1,664,032.04	1,652,069.66
MT. KISCO	150,919.19			150,919.19	149,834.26
MT. PLEASANT	889,105.35			889,105.35	882,713.76
MT. VERNON	796,703.92			796,703.92	790,976.58
NEW CASTLE	875,238.24			875,238.24	868,946.34
NEW ROCHELLE	1,255,799.61			1,255,799.61	1,246,771.93
NORTH CASTLE	548,373.15			548,373.15	544,431.01
NORTH SALEM	124,049.76			124,049.76	123,157.99
OSSINING	526,639.03			526,639.03	522,853.13
PEEKSKILL	314,319.92		418.50	313,901.42	311,644.85
PELHAM	493,481.15			493,481.15	489,933.62
POUND RIDGE	224,829.74			224,829.74	223,213.49
RYE CITY	1,012,778.81			1,012,778.81	1,005,498.16
RYE TOWN	1,006,522.62			1,006,522.62	999,286.94
SCARSDALE	1,232,874.23			1,232,874.23	1,224,011.36
SOMERS	598,911.50			598,911.50	594,606.05
WHITE PLAINS	1,079,896.53			1,079,896.53	1,072,133.38
YONKERS	1,998,107.06			1,998,107.06	1,983,743.08
YORKTOWN	655,817.50			655,817.50	651,102.97
Total tax districts					
Totals	**21,291,295.06**	**$0.00**	**418.50**	**21,290,876.56**	**21,137,820.91**

*see refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers.

PART I

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT
COUNTY OF WESTCHESTER FOR THE PERIOD
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

04-01-2025 THROUGH 09-30-2025

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by treasurer	7 Treasurer's expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local tax	10 Additional tax	11 Special assistance fund	12 Special additional tax	13 County Tax
Apr-25	$2,828,301.15	$3,730.98	$30,694.29	($418.50)	$2,800,919.34				$250,406.56	$1,764,750.08	$1,008,034.13	$314,904.82	$1,400,504.35
May-25	$2,683,518.19	$3,854.13	$30,746.55	$0.00	$2,656,625.77				$320,888.06	$1,570,205.84	$1,106,518.92	$156,242.95	$1,328,406.46
Jun-25	$3,196,604.23	$4,716.85	$31,276.27	$0.00	$3,170,044.81				$236,887.70	$1,873,339.63	$1,361,740.36	$142,314.53	$1,589,942.85
Jul-25	$4,285,344.03	$5,866.14	$30,063.46	$0.00	$4,261,146.71				$364,392.65	$2,902,944.48	$1,794,737.21	$237,362.87	$2,148,325.84
Aug-25	$4,452,102.42	$6,645.04	$30,911.92	$0.00	$4,427,835.54				$452,205.06	$2,626,219.56	$1,628,147.71	$486,506.41	$2,213,917.77
Sep-25	$3,845,425.04	$6,787.66	$30,963.96	$0.00	$3,821,248.74				$359,921.57	$2,259,410.52	$1,546,154.22	$299,006.11	$1,910,624.37
Totals	$21,291,295.06	$31,600.80	$184,656.45	($418.50)	$21,137,820.91	$0.00	$0.00	$0.00	$1,984,701.60	$12,996,870.11	$8,445,332.55	$1,636,337.69	$10,591,721.64

Recording Officer

Treasurer

ACT NO. - 2025

An act to authorize the Commissioner of the Westchester County Department of Finance to pay Mortgage Tax Receipts to Cities, Towns and Villages

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

Section 1. The County of Westchester is hereby authorized and directed to pay, pursuant to Section 261(3) of the New York State Tax Law, as amended, from money on hand applicable for distribution to the Cities, Towns and Villages, an amount totaling $21,137,820.91 in accordance with the attached report of the County Clerk and Commissioner of Finance representing the statement of mortgage taxes received and expenses incurred by the County Clerk for the period of April 1, 2025 through September 30, 2025.

§2. The Commissioner of Finance, or her duly authorized designee is hereby authorized and directed to pay the amount set forth in Section 1 of this Act to the Cities, Towns and Villages, as set forth in the attached report.

§3. This Act shall take effect immediately.

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 LYNNE HOFFMAN and JEROME P. SILVERMAN, in Supreme Court Westchester County, Index No. 61952/2022, in the amount of $200,000.00, inclusive of attorney's fees.

The matter arises from a bicyclist's fall while riding on the Heathcote Bypass, a County-designated roadway located in the Village of Scarsdale. The accident occurred on April 7, 2021, at approximately 3:00 p.m. Plaintiff Lynne Hoffman was riding her bicycle when she entered a section of the roadway that was in an alleged state of disrepair. Plaintiff hit a pothole with her front tire that caused her to fall from the bicycle and suffer personal physical injuries of a permanent nature. Plaintiff's husband filed loss of consortium claims against the County as well.

This settlement takes into consideration the factual allegations, the nature of plaintiffs' injuries, and the County's issues regarding prior notice and the duty to maintain and repair the accident location. It is likely that if this matter were to proceed to trial the County would be found liable for plaintiffs' injuries and expose the County to a substantial monetary verdict.

Under the circumstances, the County Attorney's Office engaged in protracted negotiation with plaintiffs and the Court's assistance to arrive at this settlement.

Plaintiffs are represented by Daniel Heyman, Esq., 500 Summit Lake Drive, Valhalla, New York 10595, and Ellen M. Hoffer, Esq., 500 Mamaroneck Avenue, Harrison, New York 10528.

The accompanying Act will authorize settlement of the lawsuit entitled LYNNE HOFFMAN and JEROME P. SILVERMAN v. THE COUNTY OF WESTCHESTER, in Supreme Court Westchester County, Index No. 61952/2022, in the amount of $200,000.00, inclusive of attorney's fees.

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 the lawsuit entitled LYNNE HOFFMAN and JEROME P. SILVERMAN v. THE COUNTY OF WESTCHESTER, in Supreme Court Westchester County, Index No. 61952/2022, in the amount of $200,000.00, 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
November 24, 2025

COMMITTEE ON

Budget & Appropriations

Law & Major Contracts

ACT NO. -2025

AN ACT authorizing the County Attorney to settle the lawsuit of LYNNE HOFFMAN and JEROME P. SILVERMAN v. THE COUNTY OF WESTCHESTER, in Supreme Court Westchester County, Index No. 61952/2022, in the amount of $200,000.00, inclusive of attorney's fees.

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

Section 1. The County Attorney is authorized to settle the lawsuit LYNNE HOFFMAN and JEROME P. SILVERMAN v. THE COUNTY OF WESTCHESTER, in Supreme Court Westchester County, Index No. 61952/2022, in the amount of $200,000.00, inclusive of attorney's fees;

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Lynne Hoffman ☐ **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 $ 200,000

Total Current Year Revenue $ -

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

☐ Additional Appropriations ☒ Other (explain)

Identify Accounts: 6N Fund: 615 ORG: 59 Unit/subunit: 0701/4510 Object/sub object: 4280/04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of General Liability Claim G210037 Hoffman, Lynne

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 Fico

Title: Deputy County Attorney

Department: Law

Date: October 23, 2025

Reviewed By: PH

Budget Director

Date: 10/27/25

#2025-490

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 County's potential liability in the lawsuit entitled, Darrell W. Roberts v. Liberty Lines Transit, Inc., et al, Bronx County Supreme Court, Index No. 20424/2013E, in the amount of $500,000, inclusive of attorney's fees.

This matter is pending in the Bronx County Supreme Court. This claim tentatively settled on September 8, 2025 in the amount of $500,000. pending this Board's approval, of which the County will only pay the $250,000 self-insured retention in the County's insurance policy.

This matter arises out of a Liberty Lines Bus incident which occurred on September 4, 2012. The circumstances of this incident consist of a pedestrian knockdown that occurred at the bus depot located in White Plains. Mr. Roberts was allegedly struck by the side mirror of the bus as he stood on the sidewalk at the bus depot.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings, and potential appeal. Both outside counsel and our insurance companies recommend this settlement.

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, Darrell W. Roberts v. Liberty Lines Transit, Inc., et al, in Bronx County Supreme Court, Index No. 20424/2013E, in the amount of $500,000, 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

November 24, 2025

COMMITTEE ON:

Budget & Appropriations

Law & Major Contracts

ACT NO. -2025

AN ACT authorizing the County Attorney to settle the lawsuit entitled, Darrell W. Roberts v. Liberty Lines Transit, Inc., et al, Bronx County Supreme Court, Index No. 20424/2013E.

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

Section 1. The County Attorney is authorized to settle the lawsuit entitled Darrell W. Roberts v. Liberty Lines Transit, Inc., et al, Bronx County Supreme Court, Index No. 20424/2013E, in the amount of $500,000, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Darrell W. Roberts v. LLT, Inc. ☐ **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 $ 250,000

Total Current Year Revenue $ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund 101 Org 44 Unit 2100 Object 4924

Potential Related Operating Budget Expenses: Annual Amount $250,000

Describe: Settlement of lawsuit of Darrell W. Roberts v. Liberty Lines Transit, Inc., et al. (one-time)

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: October 23, 2025

Reviewed By: DV 10.23.25 **Budget Director**

Date: 10/23/25

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending adoption of "A LOCAL LAW amending the Laws of Westchester County with respect to fees and fines."

Your Committee recognizes that this proposed Local Law is being submitted with the 2026 Proposed Operating Budget, to adjust certain fees and fines in the laws of Westchester County

Specifically, this Local Law adjusts certain fees charged by the Office of Weights and Measures—Consumer Protection and fines issued by the Solid Waste Commission. For the Office of Weights and Measures, the annual fees for electrical licenses are being increased to come into line with what is being charged for plumbing licenses. Your Committee notes that these are the first increases for electrical licenses since 2016. Additionally, the biannual fees for home improvement contractors, together with ancillary fees related thereto, are being increased. These fee increases are to bring the costs closer to what it actually costs the Office of Weights and Measures to oversee the licensing process.

For the Solid Waste Commission, this local law increases the potential fines for second and subsequent adjudications. The Solid Waste Commission has informed the Committee that there is a long history of recidivism among licensed companies using unregistered vehicles and unlicensed haulers who continue to operate in the County despite receiving violations when they get caught. For larger companies, most of those being out-of-state companies, the Commission reports it is currently

more cost effective for these companies to chance receiving repeated $5,000 fines than to comply because getting licensed is less expensive than the fines which have not been raised in 26 years. Increasing the fines for subsequent adjudications will increase the deterrent effect of the fines, increase compliance, and allow the Commission's enforcement staff to more efficiently and effectively enforce the Solid Waste Licensing Law.

Your Committee is advised that the proposed Local Law does not meet the definition of an action under New York 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 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Based on the foregoing, your Committee recommends the passage of this Local Law.

Dated: November 24, 2025
White Plains, New York

COMMITTEES ON

Budget & Appropriations

Legislation

FISCAL IMPACT STATEMENT

SUBJECT: Fees and Fines Adjustments ☐ **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 $ -

Total Current Year Revenue $ 1,495,625

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Various acounts in Office of Weights and Measures - Consumer Protection and Solid Waste Commission.

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount $1,495,625

Describe: This proposed Local Law is being submitted with the 2026 Proposed Operating Budget, to adjust certain fees and fines in the laws of Westchester County - Office of Weights and Measures - Consumer Protection and Solid Waste Commission.

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

Current Year:

Next Four Years:

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: November 5, 2025

Reviewed By: Budget Director

Date: 11/5/25

LOCAL LAW NO. -2025

A LOCAL LAW amending the Laws of Westchester with respect to fees and fines.

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

Section 1. Section 863.313 of the Laws of Westchester County is amended to read as follows:

Sec. 863.313. - License required.

1. No person shall maintain, conduct, advertise, operate, or engage in the home improvement business within the County of Westchester, or hold himself or herself out as being able to do so, unless such person is licensed pursuant to this Article.
2. Upon issuance of a home improvement license under the provisions of this Chapter, the Director or sealer shall issue a vehicle decal for each vehicle identified by the licensee as a vehicle which will be used in connection with the licensed activities. Such vehicle decals shall be conspicuously displayed in or on the vehicle(s) used in connection with the licensed activities during the term of the license. The Director or sealer may impose a fee of $10.00 for each such decal.

Section 2. Section 863.315 of the Laws of Westchester County is amended to read as follows:

Sec. 863.315. Fees

The non-refundable biannual fee for a license to conduct a home improvement business shall be ~~$500.00~~$750.00, and for each renewal thereof the fee shall be ~~$500.00~~$750.00. The license to conduct a home improvement business shall be for a period of two years and each renewal thereof shall be for two years. The Director or sealer may impose a penalty of ~~$25.00~~$50.00 upon a renewal application received by the Director or sealer later than 15 days prior to the

expiration date of the license sought to be renewed. The fee for issuing a duplicate license for one lost, destroyed or mutilated shall be ~~$25.00~~$50.00.

Section 3. Paragraph A of Subdivision 1 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

A. The fee for a master electrician's license is ~~$500.00~~$600.00.

Section 4. Paragraph J of Subdivision 1 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

J. A master electrician's license may be: (1) renewed annually on or before the expiration of the license upon the payment of a fee of ~~$500.00~~$600.00; or (2) shelved on or before the expiration of the license upon the payment of a fee of $50.00.

Section 5. Paragraph L of Subdivision 1 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

L. In the event that a master electrician's license issued pursuant to this article has expired, the licensee may renew his or her license for a fee of ~~$500.00~~$600.00 only if: (a) he or she has been actively and continuously engaged in work as a master electrician under the supervision of a licensed master electrician since the issuance of his or her last valid master electrician's license; or (b) he or she has been actively and continuously engaged in work as an inspector of electrical work since the issuance of his or her last valid master electrician's license; or (c) he or she has not been actively or continuously engaged in work as a master electrician during the past two years, but can provide proof acceptable to the board, that he or she has recently participated in a continuing education course updating his or her knowledge of the work of a master electrician.

Section 6. Paragraph A of Subdivision 2 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

A. The fee for a special electrician's license is ~~$350.00~~$450.00.

Section 7. Paragraph J of Subdivision 2 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

J. A special electrician's license may be: (1) renewed annually on or before the expiration of the license upon the payment of a fee of ~~$350.00~~$450.00; or (2) shelved on or before the expiration of the license upon the payment of a fee of $50.00.

Section 8. Paragraph A of Subdivision 4 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

A. The fee for an electrical inspector's license is ~~$500.00~~$600.00.

Section 9. Paragraph G of Subdivision 4 of Section 277.707 of the Laws of Westchester County is amended to read as follows:

G. An electrical inspector's license may be: (1) renewed annually on or before the expiration of the license upon the payment of a fee of ~~(of)~~ ~~$500.00~~$600.00; or (2) shelved on or before the expiration of the license upon the payment of a fee of $50.00.

Section 10. Paragraph J of Subdivision 4 of Section 277.707 of the Laws of Westchester County is hereby repealed.

Section 11. Subdivision 1 of Section 826-a.601 of the Laws of Westchester County is amended to read as follows:

1.~~a.~~Any person found guilty by a court of competent jurisdiction of conducting Class A, Class B, Class C, Class D, Class E, Class F, or Class L activities without a duly-issued license, or operating as a solid waste broker without a duly-issued registration, or any licensee or registrant found guilty by a court of violating any of the terms and conditions of its license

or registration, or violation of any provision of this chapter or any emergency suspension order of the commission, shall be guilty of an offense punishable by a fine of not less than $10,000.00 per offense and/or by imprisonment not exceeding six months. In lieu of, or in addition to, such potential criminal penalties, each person found to be in violation of any provision of this chapter shall be subject to a civil penalty of not less than a formal written warning and not more than:

a. $5,000.00 per violation for a first adjudication;

b. $10,000.00 per violation for a second adjudication; and

c. $25,000.00 per violation for a third or subsequent adjudication.

These fines ~~which~~ may be imposed at the discretion of the commission, after hearing as provided in section 826-a.602 of this article. Each day of a continuing violation shall constitute a separate offense or violation and shall be subject to a separate fine and/or civil penalty. Notwithstanding the foregoing sentence, all offenses and violations adjudicated at a single hearing before the commission shall constitute a single adjudication for purposes of the escalating fines.

Section 12. Subdivision 3 of Section 826-a.601 of the Laws of Westchester County is amended to read as follows:

3. The civil penalties recited in subsection 1 ~~a.~~ above, shall be imposed only by a court of competent jurisdiction or by the commission after a hearing held in accordance with the requirements of this Article VI. The commission may impose such civil penalties in addition to any other action that it is entitled to take against the privileges of a licensee or registrant pursuant to this chapter.

Section 13. Subparagraph ii of Subdivision 4(b) of Section 826-a.601 of the Laws of Westchester County is amended to read as follows:

ii. For persons conducting Class C-1, ~~and~~ Class E, and Class F activities: $200.00 per violation.

Section 14. Paragraph d of Subdivision 1 of Section 826-a.306 of the Laws of Westchester County is amended to read as follows:

d. The application and investigation fees for Class C-1, Class D, and Class E licensees and for solid waste brokers shall be determined by the commission within 110 days of the effective date, hereof, and for Class F and Class L licensees within 45 days of the effective date, hereof.

Section 15. Paragraph a of Subdivision 2 of Section 826-a.306 of the Laws of Westchester County is amended to read as follows:

a. The annual fee for Class A, Class B and Class C-2 licenses issued pursuant to this chapter shall be as follows: $1,000.00, plus an additional $1,000.00 for each collection vehicle to be operated by a Class A licensee in connection with the licensed activities, plus an additional $1,000.00 for each collection vehicle to be operated by a Class C-2 licensee in connection with the licensed activities, plus an additional $500.00 for each collection vehicle to be operated by a Class B licensee in connection with the licensed activities. The annual fee for Class C-1 and Class E licenses issued pursuant to this chapter shall be as follows: $100.00, plus an additional $100.00 for each collection vehicle to be operated by a Class C-1 licensee in connection with the licensed activities, plus an additional $100.00 for each collection vehicle to be operated by a Class E licensee in connection with the licensed activities. In consideration of the seasonal time frame, which is limited to the months of October, November, December and January, the annual fee for Class L licenses issued pursuant to this chapter shall be $400.00. plus an additional $400.00 for each collection vehicle to be operated in connection with the licensed activities. The annual fee for Class F licenses issued pursuant this chapter shall be set by the commission. The

aforementioned fees may be modified by the commission pursuant to section 826-a.202(2). of this chapter.

Section 16. This Local Law shall take effect January 1, 2026.

Vedat Gashi
Chairman of the Board
Legislator, 4th District

TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 12, 2025

RE: **IMA – VILLAGE OF MOUNT KISCO HISTORICAL SOCIETY SESQUICENTENNIAL ANNIVERSARY CELEBRATION**

As Chairman of the Board of Legislators, I am placing the below item directly into the Committee on Budget & Appropriations.

Thank you.

(ID: 2025-499) **IMA – VILLAGE OF MOUNT KISCO HISTORICAL SOCIETY SESQUICENTENNIAL ANNIVERSARY CELEBRATION**
AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Mount Kisco ("Mount Kisco") pursuant to which Mount Kisco will provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, for the period from January 1, 2025 through December 31, 2025 for a total amount not to exceed FIVE THOUSAND ($5,000) DOLLARS.
.

CC: Marcello Figueroa
James Silverberg
Dylan Tragni
Sunday Vanderberg

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an inter-municipal agreement ("IMA") with the Village of Mount Kisco ("Mount Kisco"), pursuant to which Mount Kisco will provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, for the period from January 1, 2025 through December 31, 2025. The County will pay Mount Kisco an amount not to exceed Five Thousand ($5,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

Pursuant to the IMA, Mount Kisco will provide various celebratory educational and cultural events, including a presentation "Celebration of Mount Kisco Faith Communities" (January 19, 2025), Celebration of African American Heritage in Mount Kisco" (February 16, 2025), and a presentation of "Notable Women in Mount Kisco History" (March 23, 2025), a "32-page sesquicentennial "Then and Now" book in the fall 2025, purchase colonial costumes, flags and banners, as well as Trolly Tours of 23 historic sites of Mount Kisco as well as a docent tour of the Old Mount Kisco Post Office on East Main Street (c1935) and the preparation of a 116-page Sesquicentennial Journal with 13 chapters of Mount Kisco History.

Your Committee has determined that there is a clear and overwhelming educational and cultural need for the Program. Accordingly, Your Committee recommends authorizing the County to enter into the proposed IMA.

The Department of Planning has advised that the proposed IMA does not meet the

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, 2025, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned IMA and recommends its approval.

Dated: November 24th, 2025
White Plains, New York

COMMITTEE ON

Budget & Appropriations

C/cmc.11.06.2026

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: IMA Village of Mt. Kisco ☐ 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 $ 5,000

Total Current Year Revenue $ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-2509-5100

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 10, 2025

Reviewed By: Budget Director

Date: 11/10/25

ACT NO. ___-20___

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Mount Kisco ("Mount Kisco") pursuant to which Mount Kisco will provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, for the period from January 1, 2025 through December 31, 2025 for a total amount not to exceed $5,000.00.

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 inter-municipal agreement (the "IMA") with the Village of Mount Kisco ("Mount Kisco"), pursuant to which Mount Kisco will provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, for the period from January 1, 2025 through December 31, 2025, for a total amount not to exceed Five Thousand ($5,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

§2. Mount Kisco shall provide various celebratory cultural events, including a presentation "Celebration of Mount Kisco Faith Communities" (January 19, 2025), Celebration of African American Heritage in Mount Kisco" (February 16, 2025), and a presentation of "Notable Women in Mount Kisco History" (March 23, 2025), a "32-page sesquicentennial "Then and Now" book in the fall 2025, purchase colonial costumes, flags and banners, as well as Trolly Tours of 23 historic sites of Mount Kisco as well as a docent tour of the Old Mount Kisco Post Office on East Main Street (c1935) and the preparation of a 116-page Sesquicentennial Journal with 13 chapters of Mount Kisco History.

§3. The Chair of the Board of Legislators or the Chair's designee (the "Chair") is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

BOL_____

THIS AGREEMENT made the day of , 2024 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, (hereafter the "County"),

and

THE VILLAGE OF MOUNT KISCO, a New York municipal corporation of the State of New York, having an office and principal place of business at 104 Main Street, Mount Kisco, NY 10549 (hereafter the "Municipality").

FIRST: The Municipality, acting by and through its Recreation Department, shall provide various educational and cultural events in support of Mount Kisco's Sesquicentennial Anniversary Celebration, as more particularly described in Schedule "**A**" attached hereto and made a part hereof (the "Work").

SECOND: The term of this Agreement shall commence retroactively on January 1, 2025, and shall terminate on December 31, 2025 unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the County will pay the Municipality a total amount not to exceed Five Thousand ($5,000.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "**B**". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement.

No later than thirty (30) days after the end of the term of the Agreement, the Municipality shall submit to the Chair, a written performance measurement report which shall provide details about each program, including the number of participants that participated in each program.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: 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 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.

SIXTH: (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. 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, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. 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 Chair, 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 Chair 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. 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.

SEVENTH: The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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 Chairman a letter signed by the mayor 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.

The Parties further agree that prior to the commencement of the Work, the Municipality shall confirm and provide written notice to the County, indicating which subcontractor will provide the bus transportation services. Prior to providing the services, said subcontractor shall provide evidence of insurance to the County as set forth in the insurance requirements of Schedule "C" of this Agreement, 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.

ELEVENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors 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 and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: 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.

THIRTEENTH: 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 delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the County: Chair
Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
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: Village of Mount Kisco
104 Main Street
Mount Kisco, NY 10549

FOURTEENTH: 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.

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.

FIFTEENTH: 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.

SIXTEENTH: 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 Municipalities on an "as needed" basis.

SEVENTEENTH: 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.

EIGHTEENTH: 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 for 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.

NINTEENTH: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality 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.

TWENTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT: SIGNATURE PAGE FOLLOWS]

DRAFT

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Honorable Vedat Gashi
Title: Chair, Westchester County Board of Legislators

THE VILLAGE OF MOUNT KISCO

By: _____
Name: Edward W. Brancati
Title: Village Manager

Authorized by the Westchester County Board of Legislators by Act No. ___-2025 duly adopted on the _____day of _____, 2025.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester

DRAFT

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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

DRAFT

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the _____ (Law under which organized, e.g., the New York Village Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

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

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Board of Supervisors/Trustees, 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 2025 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 official of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

SCHEDULE "A"

SCOPE OF WORK

DRAFT

The Mount Kisco Historical Society received funding from Westchester County in the amount of $5,000 to support Mount Kisco's Sesquicentennial Anniversary Celebration. These events and activities included a speaker/presentation series.
Including, a presentation "Celebration of Mount Kisco Faith Communities" (January 19, 2025), Celebration of African American Heritage in Mount Kisco" (February 16, 2025, and a presentation of "Notable Women in Mount Kisco History" (March 23, 2025). A "32-page sesquicentennial "Then and Now" book will be presented to the community in the fall 2025

The Purchase of colonial costumes, flags and banners for the Sesquicentennial Parade and events for the weekend celebrations. The Historical Society marched in colonial costumes in the parade and throughout the Sesquicentennial weekend celebration. Handheld mini 150th anniversary flags were handed out to children along the parade route.

During the Sesquicentennial weekend celebrations (May 31- June 1) the Mt. Kisco Historic Society offered docent led Trolly Tours of 23 historic sites of Mount Kisco as well as a docent tour of the Old Mount Kisco Post Office on East Main Street (c1935). The Historical Society setup up a Trolley Tour Ticket / Welcome Tent for the Trolly Tours. Trolley Tour tickets were free and available online through the Village of Mt Kisco / Mt. Kisco Historic Society's 150th Anniversary webpage. It should be noted , the Mt. Kisco Chamber of Commerce provided the Trolley Tour Bus. The Village of Mt. Kisco provided a minibus to support the high number of ticket request for the trolley Tours. All Trolley Tour participants received a map of the 23 Historic Sites of Mt. Kisco - each of the 7 Trolly Tours were led by a docent and assistant - 45 minutes tours..

A dynamic user-friendly webpage was developed, designed and professionally maintained to engage the community. The website showcased the historic milestone of the Mount Kisco's 150th-year celebration. The website posted an events calendar to alert the community of upcoming events and activities The extensive photo gallery highlighted Mount Kisco rich history. The online store was also established to sell merchandise and memorabilia.
Webpage: Mtkisco150@gmail.com

The Mount Kisco Historical Society produced a 116-page Sesquicentennial Journal with 13 chapters of Mount Kisco History. The Historical Society recached out to a writer/researcher to assist with writing 13 Chapters for the sesquicentennial Journal.

SCHEDULE "B"

BUDGET

Mount Kisco Sesquicentennial Expenditures:

Sesquicentennial Presentations - Mount Kisco Library Community Room

January 19, 2025, "Mount Kisco Faith Communities"
Refreshments - $279.37

February 16, 2025, "Celebration of African American Heritage in Mount Kisco"
Refreshments: $116.00

March 17, 2025, "Notable Women ion Mount Kisco History"
Refreshments: $367.23

Matted Picture Frames and Photo Enlargements (4x6, 5x7, 8x10)) $440.27

Total: $1,202.87

Mount Kisco Trolly Tour, May 31, 2025

Printed 2-sided Trolley Tour tickets - $209.09
250 Trolley Stops Maps 2-- Sided - 265.86
Colonial Costumes - $387.00.
Pop up Canopy Tent - $140
Trolly Tour Booklets - $150
Total: $1,151.95

Sesquicentennial Journal
Research and Writing for the Sesquicentennial Journal - $1,640
Total: $1,640.00

Misc. Expenditures

500 Sesquicentennial 6x8 mini handheld flags - $227.67
Vinyl "Signs and Banners " - $243.33
Printed - 50 "Centennial Booklets" (12 pages) - $218.88
Trolley Tour Docents Guidebook- full color, vinyl Binders (2)- $140
"Logo with all Stars" - 3 different sizes - $40.00
100 Blank Booklet Envelopes (9x12) = 20.00

Total: $889.88

DRAFT

SCHEDULE "C"

BOARD OF LEGISLATORS

STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

2. The Contractor shall provide evidence of the insurance for each coverage checked off below (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

☒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).

☒ 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.

NOTES: (a) 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.
(b) Action Over exclusions, Labor Law exclusions, "Exclusions of Injury to Employees, Contractor and Subcontractor Employees", or any exclusions that exclude from coverage lawsuits or claims against the County for employee bodily injury shall not apply to the County.
(c) All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

☒Commercial Umbrella/Excess Insurance: $2,000,000 each occurrence and aggregate naming the "County of Westchester" as an additional insured, written on a "follow the form" basis.

Notes (a) through (c) above under the Commercial General Liability Insurance shall also apply to Commercial Umbrella/Excess Insurance.

☒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 an additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

☒Professional Liability Insurance with a limits of $1,000,000 per occurrence/$3,000,000 aggregate.

☒Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy in the following limit:

☐Limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, or

☒Limit of $3,000,000 per occurrence

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

☐Special Event Insurance with a limit of $1,000,000 per occurrence.

☒Other: ___The above coverage is required. A Special Events policy can be used in lieu of the stated stand-alone policies provided it provides coverage for all of the above-selected exposures/coverage._____
_____
_____
_____

3. All policies of the Contractor 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 Contractor.

(e) Notice of Cancellation Endorsement providing for 10 days' written notice of cancellation of the insurer's intent to cancel the policies to the following Designated Entity:

Westchester County Department of Law
Attn: Director of Risk Management
Office of Risk Management
148 Martine Avenue, Suite 241
White Plains, New York 10601

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: **Printed copies of all of your full insurance policies are required.**

DRAFT

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 ("County") to amend an agreement, as previously amended and assigned, ("Agreement") with the law firm Friedman Kaplan Seiler Adelman & Robbins LLP ("Friedman Kaplan" or "Firm") to provide legal counsel and advice ("Services") to the Westchester County Charter Revision Commission ("Commission"), by (i) increasing the not-to-exceed amount authorized under the Agreement by an additional $100,000.00, from an amount not to exceed $100,000.00 to a new total amount not to exceed $200,000.00, and (ii) extending the term of the Agreement through December 31, 2026.

Your Committee is advised that on March 10, 2025, by Act No. 58-2025, your Honorable Board authorized the County to retain Mondaire Jones, Esq. ("Mr. Jones"), to provide the Services to the Commission, for a term commencing on February 25, 2025 and continuing through February 24, 2026, in an amount not to exceed $100,000.00, payable at the rate of $500.00 per hour. The Agreement was subsequently executed.

Thereafter, on May 5, 2025, by Act No. 150-2025, your Honorable Board further authorized the County to consent to the assignment and amendment of the Agreement to Friedman Kaplan ("Assignment Agreement"). The Assignment Agreement was subsequently executed and effective April 2, 2025.

Authority is now respectfully requested for the County to amend the Agreement by (i) increasing the not-to-exceed amount authorized thereunder by an additional $100,000.00, from an amount not to exceed $100,000.00 to a new, total amount not to exceed $200,000.00, and (ii) extending the term of the Agreement through December 31, 2026.

Except as specifically provided herein, all terms and conditions of the Agreement, as previously amended and assigned, shall remain in full force and effect.

The Planning Department has advised that the proposed amendment to the 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. Please refer to the memorandum from the Department of Planning dated January 14, 2025, 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 of Legislators is required for approval of the attached Act.

Your Committee recommends approval of the attached Act.

Dated: November 24, 2025
White Plains, New York

COMMITTEE ON

c:MCZ 11.10.25

Budget & Appropriations

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: County Charter Revision Amendment ☐ **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 NTE $100,000.00

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

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An Act authorizing the County to amend an agreement with the firm of Friedman Kaplan Seiler Adelman & Robbins LLP to provide legal counsel and advice to the Westchester County Charter Revision Commission by increasing the NTE amount by an additional $100,000.00.

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: November 6, 2025

Reviewed By: PH

Budget Director

Date: 11/6/25

ACT NO. – 2025

AN ACT authorizing the County of Westchester to amend an agreement, as previously amended and assigned, with the law firm Friedman Kaplan Seiler Adelman & Robbins LLP to provide legal counsel and advice to the Westchester County Charter Revision Commission, by (i) increasing the not-to-exceed amount under the Agreement by an additional $100,000.00, and (ii) extending the term of the Agreement through December 31, 2026.

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

Section 1. The County of Westchester ("County") is hereby authorized to amend an agreement, as previously amended and assigned, ("Agreement") with the law firm Friedman Kaplan Seiler Adelman & Robbins LLP ("Friedman Kaplan" or "Firm") to provide legal counsel and advice ("Services") to the Westchester County Charter Revision Commission ("Commission"), by (i) increasing the not-to-exceed amount authorized under the Agreement by an additional $100,000.00, from an amount not to exceed $100,000.00 to a new total amount not to exceed $200,000.00, and (ii) extending the term of the Agreement through December 31, 2026.

§2. That except as otherwise expressly amended hereby, all other terms and conditions of the Agreement, as previously amended and assigned, shall remain in full force and effect.

§3. This Act shall take effect immediately.

RECEIVED

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney recommending the approval of an Act that, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to amend an agreement with the law firm of McCarthy Fingar LLP ("McCarthy Fingar"), as previously amended, (the "Agreement") pursuant to which the firm was retained, at County expense, to serve in an "of counsel" capacity to the County Attorney, as needed. The County Attorney has advised your Committee that the retention was made in connection with litigation relating to a will and indenture, which conveyed to the County parkland known as Merestead (the "Litigation"). The County Attorney has advised your Committee that he is requesting an increase in the authorized not-to-exceed amount of the Agreement by One Thousand Seven Hundred and Sixty-One Dollars and Five Cents ($1,761.05).

The County Attorney has advised your Committee that, under the Agreement, McCarthy Fingar was to be paid a total amount not-to-exceed Three Hundred and Seventy-Six Thousand Dollars ($376,000.00), payable at various hourly rates for various personnel. The County Attorney has advised your Committee that the proposed amendment would authorize the County to increase the not-to-exceed amount of the Agreement to a new total amount not-to-exceed Three Hundred and Seventy-Seven Thousand Seven Hundred and Sixty-One Dollars and Five Cents ($377,761.05).

The County Attorney has advised your Committee that, as your Honorable Board is aware, the Litigation was commenced pursuant to the Real Property Actions and Proceedings

Law Section 1955 and the Estates, Powers and Trusts Law Section 8-1.1 to obtain relief from certain restrictions in the deed and trust that conveyed Merestead to the County. The County Attorney has advised your Committee that the original agreement with McCarthy Fingar was authorized by your Honorable Board, and thereafter executed by the County, in 2019, by Act 2019-18. The County Attorney has advised your Committee that your Honorable Board subsequently authorized, and the County thereafter executed, amendments in 2020, by Act 2020-53; in 2022, by Act 2022-17; and in 2024, by Act 2024-92. The County Attorney has advised your Committee that the Litigation proceeded over approximately five (5) years, including addressing efforts to intervene by adjoining landowners. The County Attorney has advised your Committee that this additional funding is now being requested to make funds available to pay for the final invoices from McCarthy Fingar for the conclusion of the work concerning the Litigation, which was the subject of the settlement approved by your Honorable Board on April 29, 2024, by Act 2024-76. It was noted in Act 2024-92 that the additional expense authorized thereunder was being requested to make funds available to pay for the final invoices from McCarthy Fingar for the conclusion of the work concerning the Litigation. The County Attorney has, however, advised your Committee that a small amount of additional work concerning the Litigation was subsequently requested, and additional billing, in the amount specified above, was generated.

According to the memorandum from the Planning Department, dated January 14, 2025, which is on file with the Clerk of the Board, with respect to the State Environmental Quality Review Act, the proposed local law does not constitute an action as defined in section 617.2(b) of 6 NYCRR Part 617. As such, no environmental review is required. Your Committee concurs

with the Planning Department's conclusion.

Your Committee has been advised that the adoption of the proposed Act requires an affirmative vote of a majority of the members of your Honorable Board.

After due consideration, your Committee recommends adoption of the proposed Act.

Dated: November 24, 2025
White Plains, New York

COMMITTEE ON

C:BDM-110505 Budget & Appropriations

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: McCarthy Fingar LLP- Amendment ☐ **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 NTE $ 1,761.05

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

To amend an agreement by increasing the authorized NTE amount of the agreement by $1,761.05.

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An Act authorizing the County to retain at County expense , the law firm of McCarthy Fingar LLP to serve in an "of counsel " capacity to the County Attorney, in connection with litigation relating to a will and indenture which specifically affect the County park known as Merestead.

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: November 5, 2025

Reviewed By: PH

Budget Director

Date: 11/5/25

ACT NO. 2025 - _____

AN ACT authorizing the County to amend an agreement with the law firm of McCarthy Fingar LLP, as previously amended, pursuant to which the firm serves in an "of counsel" capacity to the County Attorney, as needed, in connection with a matter concerning a will and an indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the agreement by $1,761.05.

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

Section 1. The County of Westchester (the "County") is hereby authorized to amend an agreement with the law firm of McCarthy Fingar LLP ("McCarthy Fingar"), as previously amended, (the "Agreement") pursuant to which the firm was retained, at County expense, to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with a matter concerning a will and an indenture, which specifically affect the County park known as Merestead, by increasing the authorized not-to-exceed amount of the Agreement by One Thousand Seven Hundred and Sixty-One Dollars and Five Cents ($1,761.05), from a total amount not-to-exceed Three Hundred and Seventy-Six Thousand Dollars ($376,000.00) to a new total amount not-to-exceed Three Hundred and Seventy-Seven Thousand Seven Hundred and Sixty-One Dollars and Five Cents ($377,761.05)

§2. The County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to carry out the purposes of this Act.

§3. This Act shall take effect immediately.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Broadfield US LLP (the "Firm"), to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the following two matters: (i) a claim asserted by the United States Environmental Protection Agency (the "EPA") for response costs incurred while investigating contamination levels on real property located in the Village of Mount Kisco (the "Kisco Ave Matter"); and (ii) legal issues relating to the portion of the County Trunk Sanitary Sewer System located on real property currently owned by ARCO Environmental Remediation LLC ("ARCO") in the Village of Hastings-on-Hudson (the "River Street Matter" and together with the Kisco Ave Matter, collectively, the "Environmental Matters"). The term of the proposed Agreement will commence retroactive to September 11, 2025 and will continue until the Environmental Matters have been resolved.

Your Committee is advised that, in regard to the Kisco Ave Matter, during World War II, the Canadian Radium & Uranium Corp. participated in the Manhattan Project by operating a uranium refinery on real property located at 105 Kisco Avenue in the Village of Mount Kisco, identified as Tax Map Parcel Nos. 69.65-2-4 (with a parcel address of 107 Kisco Avenue, Mount Kisco, New York) and 69.65-2-5 (with a parcel address of 95 Kisco Avenue, Mount Kisco, New York) on the Tax Assessment Maps for the Village/Town of Mount Kisco (the "Mount Kisco Property"). Hazardous substances, including but not limited to radioactive materials, were later found on the Mount Kisco Property. In 2015, the current owner of the Mount Kisco Property, 105 Mt. Kisco Associates LLC ("105 LLC"), filed a complaint entitled 105 Mt. Kisco Associates LLC et al v. Paul Carozza et al (the "Action") alleging, among other things, causes of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq*. More specifically, 105 LLC alleged that the Westchester County Department of Health ("DOH") participated in an attempt to remediate the Mount Kisco Property by arranging for and/or transporting for disposal hazardous substances resulting in the contamination of soil, groundwater, and/or soil vapor associated with spills, discharges, releases and threatened releases of hazardous substances, including but not limited to radioactive materials

in and around the Mount Kisco Property. The Action was subsequently settled pursuant to that certain Stipulation and Order Approving Settlement Agreements on Third Parties, Dismissing All Claims, and Dismissing This Action, dated April 14, 2022. (the "Stipulation"). Notably, the Stipulation stated that, notwithstanding anything to the contrary contained therein or contained in any settlement agreement entered into in accordance therewith, the EPA would retain its right to assert any claim or cause of action relating to the Mount Kisco Property in any subsequent action or administrative proceeding. Accordingly, the EPA has now asserted a claim against DOH alleging that, pursuant to CERCLA, DOH is responsible for the reimbursement of response costs incurred by the EPA while investigating the contamination levels of the Mount Kisco Property. As such, the County needs the expertise of environmental counsel to resolve this claim.

Your Committee is further advised that, with respect to the River Street Matter, on or about 1939, the County constructed sanitary sewers and the Hastings Pumping Station on a portion of real property currently owned by ARCO and located on River Street in the Village of Hastings-on-Hudson, identified as Tax Map Parcel Nos. 4.70-47-1, 4.70-47-2, 4.70-47-3 and 4.30-19-1 on the Tax Assessment Maps for the Town of Greenburgh (the "ARCO Property"). The Anaconda Wire and Cable Company and subsequent owners used the site for a variety of industrial purposes, including a wire and cable manufacturing facility. Hazardous substance contamination was discovered on the ARCO Property in the late 1980s, and the ARCO Property was classified as an Inactive Hazardous Waste Disposal Site, Number 3-60-022, by the New York State Department of Environmental Conservation ("NYSDEC"). The County needs to perform various sanitary sewer projects on sanitary sewers and Hastings Pump Station located on the ARCO Property.. As a result of these projects, environmental issues have been identified, including issues under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq*, and CERCLA, for which the County needs the expertise of environmental counsel.

The Firm's lead environmental attorney, Edward A. Smith, Esq., has extensive experience in the area of environmental law, including CERCLA cases, serving as an Assistant United States Attorney for the Southern District of New York for ten years, from 1990-2000. In addition, Mr. Smith previously provided similar legal services to the County in connection with each of the Environmental Matters, pursuant to two (2) agreements between the County and Mr. Smith's former law firm, Abrams, Fensterman, Fensterman, Eisman, Formato, Ferra, Wolf & Carone, LLP,

dated February 23, 2020 and November 29, 2021, respectively (the "Prior Agreements"), both of which are now expired. As there were no additional issues necessitating Mr. Smith's services at the time, the County did not extend either of the Prior Agreements. However, now that new issues have arisen in connection with the Environmental Matters, the County once again requires his services.

Under the proposed Agreement, the Firm will be paid a total amount not-to-exceed $20,000.00, payable at various hourly rates for various personnel.

Your Committee is advised that the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) x thereof which exempts "procurements for the services of lawyers . . .".

The Planning Department has advised your Committee that based on its review, the proposed Agreement does not meet the definition of an "action" under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required to adopt the attached Act. Accordingly, your Committee recommends the adoption of the proposed Act.

Dated: November 24, 2025
White Plains, New York

COMMITTEES ON

Budget & Appropriations

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: Broadfield - Two Matters EPA & ARCO ☐ **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 NTE $20,000.00

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

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Authorizing the County to retain the firm of Broadfield US LLP to serve in (i) a claim by the EPA for response cost while investigating contamination levels on real property (ii) in connection with the portion of the County Trunk Sanitary Sewer System owned by ARCO Disposal Site # 3-60-022.

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: October 21, 2025

Reviewed By: PH

Budget Director

Date: 10/21/25

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to retain, at County expense, the law firm of Broadfield US LLP (the "Firm"), to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the following two matters: (i) a claim asserted by the United States Environmental Protection Agency for response costs incurred while investigating contamination levels on real property located at 105 Kisco Avenue in the Village of Mount Kisco; and (ii) in connection with the portion of the County Trunk Sanitary Sewer System located on the real property owned by ARCO Environmental Remediation LLC, classified by the NYSDEC as Inactive Hazardous Waste Disposal Site Number 3-60-022.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Broadfield US LLP (the "Firm"), to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with the following two matters: (i) a claim asserted by the United States Environmental Protection Agency for response costs incurred while investigating contamination levels on real property located at 105 Kisco Avenue in the Village of Mount Kisco (the "Kisco Ave Matter"); and (ii) in connection with the portion of the County Trunk Sanitary Sewer System located on the real property owned by ARCO Environmental Remediation LLC, classified as Inactive Hazardous Waste Disposal Site Number 3-60-022 by the New York State Department of Environmental Conservation, identified as Tax Map Parcel Nos. 4.70-47-1, 4.70-47-2, 4.70-47-3 and 4.30-19-1 on the Tax Assessment Maps for the Town of Greenburgh and having an address of River Street, Village of Hastings-on-Hudson (the "River Street Matter" and together with the Kisco Ave Matter, collectively, the "Environmental Matters").

§2. The Agreement shall be for a term that will commence retroactive to September 11, 2025 and continue until the Environmental Matters are resolved. For the services rendered, the Firm shall be paid a total amount not-to-exceed $20,000.00, payable at various hourly rates for various personnel. In addition, the Firm will be reimbursed, at cost, for *reasonable and necessary* out of pocket expenses and disbursements.

§3. The Firm is hereby authorized to take any and all steps that are reasonably necessary to represent the County concerning the Environmental Matters, in accordance with the terms to be specified in the Agreement.

§4. The County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to carry out the purposes of this Act.

§5. This Act shall take effect immediately.

RESOLUTION NO. 2025 –

RESOLVED, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mount Pleasant, more particularly described as 485 Chappaqua Road, Sec. 98.8, Block 1, Lot 2, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at _____ P.M. on the ____ day of _____, 2025 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such Notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE SAW MILL VALLEY SANITARY SEWER DISTRICT BY THE REMOVAL OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF MOUNT PLEASANT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE DAY OF , 2025 AT _____ P.M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE PROPOSED REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MOUNT PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED MARCH 18, 2025, OF THE PARCEL LISTED BELOW BY STREET ADDRESS AND TAX MAP DESIGNATION.

485 CHAPPAQUA ROAD, SEC. 98.8, BLOCK 1, LOT 2

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

_____
CLERK OF THE COUNTY
BOARD OF LEGISLATORS
WESTCHESTER COUNTY, NEW YORK

Dated: , 2025
White Plains, New York

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Mount Pleasant (the "Town") has requested, pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described as 485 Chappaqua Road, Sec. 98.8, Block 1, Lot 2 (hereinafter the "Parcel") from the District. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

Your Committee is informed that the analysis prepared by the Department of Environmental Facilities (the "Department") dated March 18, 2025 and attached hereto (the "Feasibility Report"), indicates that the proposed removal of the Parcel represents a net decrease of 0.0025% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department, the proposal to remove the Parcel is feasible because: 1) the proposed change was requested by the Town; 2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilitates because the Parcel was never connected to the sewerage system; 3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; 4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilitates; 5) the subject Parcel, once removed from the District will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and 6) the subject Parcel was reviewed by the Westchester County Health Department.

Your Committee notes that Section 237.131 of the Laws of Westchester County authorizes the alteration or change of a sewer district. However, your Honorable Board may only alter or change the district after it has held a public hearing, after notice has been given by

publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution, which, if adopted by your Honorable Board, would authorize the date and time of the public hearing. Your Committee recommends adoption of said Resolution.

Your Committee is advised that the removal of the Parcel would constitute an Unlisted Action under Article 8 of the Environmental Conservation Law, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form ("EAF") and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Based on the above facts, the Feasibility Report prepared by the Department, and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends that your Honorable Board adopt the annexed Resolution which will authorize publication of the Legal Notice for the public hearing as required by the Laws of Westchester County in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of the Parcel from the District.

It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

K:SJC 10/29/2025

Dated: November 24th, 2025

White Plains, New York

COMMITTEE ON		
Budget & Appropriations	Parks & Environment	Public Works & Transportation

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: 485 Chappaqua Road , Saw Mill SSD, Mount Pleasant [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[ ] GENERAL FUND [ ] AIRPORT FUND [X] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ -

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount $ -

Describe: None. Parcel is not connected to public sanitary sewer.

Potential Related Operating Budget Revenues: Annual Amount $ -

Describe: Parcel represents 0.0025% of the Full Equalized Value of the Saw Mill SSD

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

Current Year:

Next Four Years:

Prepared by: Steve Elie-pierre

Title: Director

Department: Maintenance

Date: March 13, 2025

WD

Reviewed By:

Budget Director

Date: 11/4/25

EMILY COSTANZA
Town Clerk

EXTRACT OF THE MINUTES
OF THE REGULAR MEETING
OF THE TOWN BOARD
TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NY
HELD OCTOBER 24, 2023

Authorization to Remove 485 Chappaqua Road from County Saw Mill Sewer District

RESOLUTION 405 23

Upon motion of Ms. Smalley, seconded by Ms. Zaino and unanimously carried, it was,

WHEREAS, certain property owner(s) have requested removal of their property from the Westchester County Saw Mill Sanitary Sewer District because it is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed in this area in the foreseeable future; and

WHEREAS, it is believed by the Town of Mount Pleasant that the property satisfies all criteria set forth by the Westchester County Department of Environmental Facilities (WCDEF) for removal of a property from the tax base; therefore,

BE IT RESOLVED, that the Westchester County Board of Legislators is requested to remove the following parcel from the Westchester County Saw Mill Sanitary Sewer District:

Name	Tax Map	Address
Deborah Gargiulo	98.8-1-2	485 Chappaqua Road

VOTE - AYES - Fulgenzi, Schulman, Sialiano, Smalley, Zaino

EMILY COSTANZA
TOWN CLERK
TOWN OF MOUNT PLEASANT

ONE TOWN HALL PLAZA VALHALLA, N.Y. 10595 PHONE: 914-742-2312 FAX: 914-747-6172

Recycled Paper

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

March 18, 2025

FEASIBILITY REPORT
IN THE MATTER OF

THE REMOVAL OF A CERTAIN PARCEL

IN THE

SAW MILL VALLEY SANITARY SEWER DISTRICT

TOWN OF Mount Pleasant

Vincent Kopicki, P.E.
Acting Commissioner
Environmental Facilities

The Town of Mount Pleasant has petitioned that one (1) property currently included in the Saw Mill Valley Sanitary Sewer District be removed from the Saw Mill Valley Sewer District.

A. The identification of the property presently within the Saw Mill Sewer District and to be removed is contained on the attached Town Resolution of the Town of Mount Pleasant, Request for Removal from the Saw Mill Valley Sanitary Sewer District as prepared by the Mount Pleasant Town Clerk. The Town of Mount Pleasant is petitioning to remove said property from the Saw Mill Valley Sewer District. The property to be removed is known as 485 Chappaqua Road, Section 98.8, Block 1, Lot 2.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2025 levy pertinent to the subject parcels:

Full Value of Saw Mill District

CITIES/TOWNS	ASSESSED VALUES	EQ. PERCENT	FULL VALUE
Town of Greenburgh	12,277,190,796.00	100.00%	12,277,190,796
Town of Mt Pleasant	156,902,343.00	1.07%	14,663,770,374
Town of Mt Pleasant Briarcliff	2,571,629.00	1.07%	240,339,159
Town of New Castle	289,743,171.00	14.07%	2,059,297,591
City of Yonkers	84,145,975.00	1.78%	4,727,301,966
Town of Ossining - Briarcliff	1,233,544,225.00	100.00%	1,233,544,225
Town of Ossining	136,653,200.00	100.00%	136,653,200

TOTAL:	$35,338,097,311
(TOWN OF NEW CASTLE)Total Value Removed:	(-871,900)
TOTAL FULL VALUE OF DISTRICT AS AMENDED:	$35,337,225,411*

*Represents a 0.0025% decrease in the FEV of the District

C. Summary and Recommendations

The proposal to remove certain parcels in the Saw Mill Valley Sanitary Sewer Districts is feasible because:

1. The proposed changes were requested by the Town of Mount Pleasant

2. The subject changes require no engineering modifications to the district facilities and there is no impact on the County facilities because these parcels were never connected to the sewerage system.

3. The subject changes remove from ad valorem taxation properties that have not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town of Mount Pleasant.

4. The subject changes free reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities.

5. The subject parcels once removed from the district will be required to petition the County to re-enter the district. The County is not obligated to reserve any capacity for these parcels once they have been removed.

6. The subject parcels were reviewed by the Westchester County Health Department.

RESOLUTION NO. 2025 – _____

WHEREAS, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the "District") by removing one (1) parcel of property located in the Town of Mount Pleasant, which parcel is not currently connected to the County sewer system; and

WHEREAS, this Honorable Board has determined that the proposed removal would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, pursuant to SEQR and its implementing regulations (6 NYCRR Part 617), this project is classified as an "Unlisted" action, which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County of Westchester is the only involved agency for this action and, therefore, is assuming the role of Lead Agency; and

WHEREAS, in accordance with SEQR and its implementing regulations, a Short Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant adverse impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon this Honorable Board's review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that there will be no

significant adverse impact on the environment from the removal of the one (1) parcel of property from the Saw Mill Valley Sanitary Sewer District; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that this Resolution shall take effect immediately.

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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

DATE: May 9, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF SAW MILL VALLEY SANITARY SEWER DISTRICT – REMOVAL OF 485 CHAPPAQUA ROAD, TOWN OF MOUNT PLEASANT**

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of one parcel from the County's sanitary sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

Please contact me if you require any additional information regarding this document.

DSK/cnm
Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Steve Elie-Pierre, P.E., Director of Maintenance
Jeffrey Goldman, Senior Assistant County Attorney
Maximillian Zorn, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Removal of 1 Parcel from Saw Mill Valley Sanitary Sewer District

Project Location (describe, and attach a location map):

485 Chappaqua Road, Chappaqua (Town of Mount Pleasant), Westchester County, New York (Section 98.8, Block 1, Lot 2)

Brief Description of Proposed Action:

Removal of one parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel was never connected to the sewerage system and the Town/Village has no plans to extend local sewers to service this area. The parcel is 0.92 acre in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@westchestercountyny.gov

Address:

148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe: _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe: _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: County of Westchester Date: May 9, 2025

Signature: Dan Kisge Title: Assistant Commissioner, Dept. of Planning

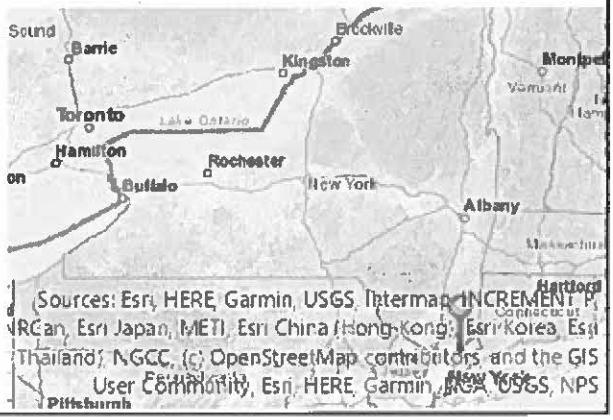
PRINT FORM

EAF Mapper Summary Report

Friday, May 9, 2025 1:13 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]

Project: SMV SSD - MTP 485 Chappaqua Rd

Date: May 2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: SMV SSD - MTP 485 Chappaqua

Date: May 2025

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving nor is anticipated to receive district services. The parcel is already developed with a residence that is served by a functioning on-site septic systems. The Health Department has no record of septic problems or failures occurring at this site within the past five years, which may otherwise warrant inclusion in the district. Additionally, the property is located in the Town's R-40 One Family Residential zoning district; as such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 1,400 feet away. The Town does not have any plans to extend its local sewer lines to serve this/these property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ACT NO. 2025 -

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of one (1) Parcel of Property Located in the Town of Mount Pleasant.

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

Section 1. The following property known and designated as 485 Chappaqua Road, Sec. 98.8, Block 1, Lot 2 (the "Parcel") on the assessment maps of the Town of Mount Pleasant (the "Town") is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

§ 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

§ 3. This Act and the District and assessment areas as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act, shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the role on which said tax is levied.

§ 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary and appropriate to accomplish the purposes hereof.

§ 5. This Act shall take effect immediately.

Vedat Gashi
Chairman of the Board
Legislator, 4th District

TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 14, 2025

RE: IMA-Village of Hastings-Rivertown Skate Program

As Chairman of the Board of Legislators I am placing the attached legislation (#2025-508 - Village of Hastings - Rivertown Skate Program) directly into the Committee on Budget & Appropriations.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Sunday Vanderberg

Tel: (914) 995-2848 • Fax: (914) 995-3884 • E-mail: Gashi@westchesterlegislators.com
800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • www.westchesterlegislators.com • 914.995.2800 (main v

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an inter-municipal agreement ("IMA") with the Village of Hastings ("Village"), pursuant to which the Village will provide various youth programming, for the period from January 1, 2025 through December 31, 2025. The County will pay The Village an amount not to exceed Ten Thousand ($10,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

Pursuant to the IMA, The Village will provide various youth recreational programs, as follows:
1) A Spring Program consisting of a weekly Skate Program for up to 25 youth participants for 10 weeks as an introduction to beginner skateboarding skills.
2) A Fall Program consisting of a weekly Skate Program for up to 25 youth participants for 10 weeks as an introduction to beginner skateboarding skills.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, Your Committee recommends authorizing the County to enter into the proposed IMA.

The Department of Planning has advised that the proposed IMA does not meet the 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, 2025, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned IMA and recommends its approval.

Dated: November 24th, 2025
White Plains, New York

COMMITTEE ON
Budget & Appropriations

C/MG/11-13-25

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: IMA Village of Hastings ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 10,000

Total Current Year Revenue $ -

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 101-52-2509-5100

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: MICHAEL DUNN

Title: SENIOR BUDGET ANALYST

Department: BUDGET

Date: 11/14/2025

Reviewed By: Mark Medvid

Assoc **Budget Director**

Date: November 14, 2025

ACT NO. ___-20___

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Hastings ("Village") pursuant to which the Village will provide various youth services, for the period from January 1, 2025 through December 31, 2025 for a total amount not to exceed $10,000.00.

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 inter-municipal agreement (the "IMA") with the Village of Hastings ("Village"), pursuant to which the Village will provide various youth services, for the period from January 1, 2025 through December 31, 2025, for a total amount not to exceed Ten Thousand ($10,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

§2. The Village shall provide youth programming as follows, pursuant to the IMA: 1) A Spring Program consisting of a weekly Skate Program for up to 25 youth participants for 10 weeks as an introduction to beginner skateboarding skills.

2) A Fall Program consisting of a weekly Skate Program for up to 25 youth participants for 10 weeks as an introduction to beginner skateboarding skills.

§3. The Chair of the Board of Legislators or the Chair's designee (the "Chair") is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

BOL_____

THIS AGREEMENT made _____ 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, (hereafter the "County"),

and

THE VILLAGE OF HASTINGS, a New York municipal corporation of the State of New York, having an office and principal place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (hereafter the "Municipality").

FIRST: The Municipality shall provide various youth programming, as more particularly described in Schedule "**A**" attached hereto and made a part hereof (the "Work").

SECOND: The term of this Agreement shall commence retroactively on January 1, 2025, and shall terminate on December 31, 2025 unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the County will pay the Municipality a total amount not to exceed Ten Thousand ($10,000.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "**B**". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement.

No later than thirty (30) days after the end of the term of the Agreement, the Municipality shall submit to the Chair, a written performance measurement report which shall provide details about each program, including the number of participants that participated in each program.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: 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 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.

SIXTH: (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. 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, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. 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 Chair, 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 Chair 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. 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.

SEVENTH: The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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 Chairman a letter signed by the mayor 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.

The Parties further agree that prior to the commencement of the Work, the Municipality shall confirm and provide written notice to the County, indicating which subcontractor will provide the bus transportation services. Prior to providing the services, said subcontractor shall provide evidence of insurance to the County as set forth in the insurance requirements of Schedule "C" of this Agreement, 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.

ELEVENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors 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 and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: 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.

THIRTEENTH: 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 delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the County: Chair
Westchester County Board of Legislators

Michaelian Office Building
148 Martine Avenue, 8th Floor
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: Village of Hastings
7 Maple Avenue
Hastings-on-Hudson, New York 10706

FOURTEENTH: 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.

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.

FIFTEENTH: 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.

SIXTEENTH: 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 Municipalities on an "as needed" basis.

SEVENTEENTH: 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.

EIGHTEENTH: 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 for 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.

NINTEENTH: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality 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.

TWENTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT. SIGNATURE PAGE FOLLOWS]

DRAFT

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Honorable Vedat Gashi
Title: Chair, Westchester County Board of Legislators

THE VILLAGE OF HASTINGS

By: _____
Name: Mary Beth Murphy
Title: Village Manager

Authorized by the Westchester County Board of Legislators by Act No. ___-20_____ duly adopted on the _____day of _____, 20____.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester
MG/BOL/2025

DRAFT

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year _____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

DRAFT

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the _____ (Law under which organized, e.g., the New York Village Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

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

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Board of Supervisors/Trustees, 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 ____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 official of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

SCHEDULE "A"
SCOPE OF WORK

1) Spring Program (April -June 2025)

Weekly 1.5hr Skate Program for up to 25 Kids for 10 weeks as an introduction to beginner skateboarding skills. Program ran every Sunday in the village commuter parking lot.

2) Fall Program September - November 2025)

Weekly 1.5hr Skate Program for up to 25 Kids for 10 weeks as an introduction to beginner skateboarding skills. Program runs every Sunday in the village commuter parking lot.

DRAFT

SCHEDULE "B"

BUDGET

Rivertown Skate Society Programming Events 2025

Event	Aim	Resources Required	Est $
Spring Community Skate Lessons	community to skateboarding (coaching for up to 25)	Skate Boards, Ramps, Helmets & Pads	$0.00
Fall Community Skate Lessons	community to skateboarding (coaching for up to 25)	Skate Boards, Ramps, Helmets & Pads	$0.00
Skate Equipment	Skateboard Equipment for lessons	20xSkateboards, 8xScooters, 15xHelmets, Pads	$2,600.00
Skate Equipment Storage	Storage for above equipment and ramps	Storage Container	$7,400.00
		Total	**$10,000.00**

DRAFT

SCHEDULE "C"

BOARD OF LEGISLATORS
STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

2. The Contractor shall provide evidence of the insurance for each coverage checked off below (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

☒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).

☒ 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.

NOTES: (a) 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.
(b) Action Over exclusions, Labor Law exclusions, "Exclusions of Injury to Employees, Contractor and Subcontractor Employees", or any exclusions that exclude from coverage lawsuits or claims against the County for employee bodily injury shall not apply to the County.
(c) All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

☒Commercial Umbrella/Excess Insurance: $2,000,000 each occurrence and aggregate naming the "County of Westchester" as an additional insured, written on a "follow the form" basis.

Notes (a) through (c) above under the Commercial General Liability Insurance shall also apply to Commercial Umbrella/Excess Insurance.

☒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 an additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

☒Professional Liability Insurance with a limits of $1,000,000 per occurrence/$3,000,000 aggregate.

☒Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy in the following limit:

☐Limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, or

☒Limit of $3,000,000 per occurrence

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

☐Special Event Insurance with a limit of $1,000,000 per occurrence.

☒Other: ___The above coverage is required. A Special Events policy can be used in lieu of the stated stand-alone policies provided it provides coverage for all of the above-selected exposures/coverage.

3. All policies of the Contractor 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 Contractor.

(e) Notice of Cancellation Endorsement providing for 10 days' written notice of cancellation of the insurer's intent to cancel the policies to the following Designated Entity:

Westchester County Department of Law
Attn: Director of Risk Management
Office of Risk Management
148 Martine Avenue, Suite 241
White Plains, New York 10601

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: **Printed copies of all of your full insurance policies are required.**

DRAFT

TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse Yonkers an amount not to exceed $332,928.00 in 2026 and $339,586.56 in 2027, for a total aggregate amount not to exceed $672,514.56, for the term commencing January 1, 2026 and expiring December 31, 2027. This IMA will allow the County to reimburse Yonkers for the costs incurred by Yonkers to transport prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Your Committee is further advised that reimbursement to Yonkers will be for round trip transportation and will be based on the per trip labor costs of detention officers and for vehicle usage. Reimbursement to Yonkers for prisoner transportation in 2026 will be at the following rates: $223.00 per round trip with two detention officers; $334.50 per round trip with three detention officers, and $446.00 per round trip with four detention officers. In 2027, Yonkers will be reimbursed as follows: $227.45 per round trip with two detention officers; $341.17 per round trip with three detention officers, and

$454.90 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of seventy cents ($.70) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail, which is agreed to be 16 miles each way. The County will also reimburse Yonkers for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the New York 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, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

C:MB 10/15/25

Dated: November 24th, 2025

White Plains, New York

Budget & Appropriations	Public Safety

COMMITTEE ON

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Public Safety

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Transport Yonkers 2026-2027 ☐ **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 $ 332,928

Total Current Year Revenue $ _____

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

_____

Potential Related Operating Budget Expenses: Annual Amount $ 332,928

Describe: 2026- $ 332,928 (to reimburse Yonkers for transporting prisoners.

_____

_____

_____

Potential Related Revenues: Annual Amount $ _____

Describe: _____

_____

_____

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

Current Year: 2026 - $332,928

_____

_____

Next Four years: 2027 - $339,586

_____

_____

_____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____

Budget Director

11/12/25

If you need more space, please attach additional sheets.

ACT NO. 2025- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2026 through December 31, 2027, for a total amount not to exceed $672,514.56.

BE IT ENACTED, by the County Board of the County of Westchester, State of New York as follows:

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into an Intermunicipal Agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse Yonkers for the cost to transport prisoners round trip between Yonkers City Court and the Westchester County Jail located at Valhalla, New York, in an amount not to exceed $332,928.00 in 2026 and $339,586.56 in 2027, for a total aggregate amount not to exceed $672,541.56. The IMA will be for the term commencing January 1, 2026 and expiring December 31, 2027.

§2. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2026 through December 31, 2026 at the following rates: $223.00 per round trip with two detention officers; $334.50 per round trip with three detention officers, and $446.00 per round trip with four detention officers. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2027 through December 31, 2027 at the following rates: $227.45 per round trip with two detention officers; $341.17 per round trip with three detention officers, and $454.90 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of seventy cents ($.70), or at the then current

Internal Revenue Service mileage reimbursement rate for the term of the IMA. Yonkers will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—YONKERS

THIS AGREEMENT, made this _____ day of _____, 2025 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, Yonkers, New York 10601

(hereinafter referred to as the "County")

and

THE CITY OF YONKERS, a municipal corporation of the State of New York, having its office and place of business at City Hall, Yonkers, New York 10701

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law, prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

DRAFT

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2026 - $223.00 per round trip with two detention officers; $334.50 per round trip with three detention officers and $446.00 per round trip with four detention officers;

2027 - $227.45 per round trip with two detention officers; $341.17 per round trip with three detention officers and $454.90 per round trip with four detention officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Yonkers and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of seventy cents ($.70) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

3. **TERM**: This Agreement shall commence on January 1, 2026 and shall expire on December 31, 2027. The County or the Municipality may, upon thirty (30) days written notice to the other party, terminate this Agreement in whole or in part when it deems

it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

4. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2025 – ____ approved by the Westchester County Board of Legislators on _____, 2025, in 2026 shall not exceed $332,928.00, and in 2027 shall not exceed $339,586.56, for a total aggregate cost to the County pursuant to this Agreement, which shall not exceed $672,514.56. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

5. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out

of the transportation of prisoners for which reimbursement is sought hereunder and for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

DRAFT

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2025.

THE COUNTY OF WESTCHESTER

By:_____
Joseph K. Spano
Commissioner of Correction

THE CITY OF YONKERS

By:_____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 20__ - __ on the ____ day of _____, 20___.

Approved by the City Council of the City of Yonkers on the _____ day of _____, 202_.

Approved:

_____
Assistant County Attorney
The County of Westchester

Approved as to form and manner of execution:

_____
Corporation Counsel
City of Yonkers

K/bara/DCR/25/CON_____/YONKERS Pris. IMA-2026-7

DRAFT

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 202__, before me personally came

_____, to me known, and known to me to be 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, the said _____ resides at

_____

and that he is _____ of said municipal corporation.

_____

Notary Public County

DRAFT

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 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,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its
_____
(Town Board, Village Board, City Council)

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 WESTCHESTER)

On this _____ day of _____, 202___, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

_____
Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS
(Municipality - LEO)

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 $5,000,000 (c.s.l) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of $5,000,000 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 $5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of $5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.

f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of $5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.

g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of $5,000,000.00 per occurrence). 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.

TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York ("Westchester County Jail"). In addition, the County must provide meals to such prisoners.

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Mount Vernon ("Mount Vernon") for the term commencing retroactively to January 1, 2025 and extending through December 31, 2026 in order to reimburse Mount Vernon in an amount not to exceed $310,849.00 in 2025, and $320,175.00 in 2026, for a total amount not to exceed $631,024.00 This IMA will allow the County to reimburse Mount Vernon for the costs incurred by Mount Vernon to transport prisoners who have been arraigned to and from Mount Vernon and the Westchester County Jail.

The County will reimburse Mount Vernon for round trip prisoner transportation for the term January 1, 2025 through December 31, 2026, at the following rates: in 2025: $245.00 per round trip with two police officers; $367.00 per round trip with three police officers. In 2026, Mount Vernon will be reimbursed as follows: $252.00 per round trip with two police officers; $378.00 per round trip with three police

officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of seventy cents ($.70) per mile, or at the then current Internal Revenue Service mileage rate multiplied by the mileage to and from the Westchester County Jail, which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the New York 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, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: November 24th, 2025
White Plains, New York

c/mb/11.6.25

Budget & Appropriations

Public Safety

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Safety



FISCAL IMPACT STATEMENT

SUBJECT: Pris. Transport Mt. Vernon 2025-2026 ☐ **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 $ 310,849

Total Current Year Revenue $ _____

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

_____

Potential Related Operating Budget Expenses: Annual Amount $ 310,849

Describe: 2025- $ 310,849 (to reimburse Mt. Vernon for transporting prisoners.

_____

_____

_____

Potential Related Revenues: Annual Amount $ _____

Describe: _____

_____

_____

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

Current Year: 2025 - $310,849

_____

_____

Next Four years: 2026 - $320,175

_____

_____

_____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: [signature]

Budget Director

11/12/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - ____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2025 through December 31, 2026, for a total amount not to exceed $631,024.00.

BE IT ENACTED, by the County Board of the County of Westchester, State of New York as follows:

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into an Intermunicipal Agreement ("IMA") with the City of Mount Vernon ("Mount Vernon") in order to reimburse Mount Vernon for the cost to transport prisoners round trip between Mount Vernon City Court and the Westchester County Jail located at Valhalla, New York, in the not to exceed amount of $310,849.00 in 2025 and $320,175.00 in 2026 for a total aggregate amount not to exceed $631,024.00 for the term retroactive to January 1, 2025 and extending through December 31, 2026.

§2. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following rates: $245.00 per round trip with two police officers; $367.00 per round trip with three police officers. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2026 through December 31, 2026 at the following rates: $252.00 per round trip with two police officers; $378.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of seventy ($.70) cents, or at the then current Internal Revenue Service mileage rate for the

term of the IMA. Mount Vernon will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

§3. 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.

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—MOUNT VERNON

THIS AGREEMENT, made this _____ day of _____, 2025 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

THE CITY OF MOUNT VERNON, a municipality of the State of New York having its office and place of business at City Hall, Roosevelt Square, Mount Vernon, New York 10550

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported between local municipalities and the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction (the "Department") for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local Court within the Municipality. The County will reimburse

the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. **PAYMENT TERMS**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2025 - $245.00 per round trip with two police officers; $367.00 per round trip with three police officers.

2026 - $252.00 per round trip with two police officers; $378.00 per round trip with three police officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of sixty-seven cents ($.70) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

The annual cost of this Agreement in 2025 shall not exceed $310,849.00, and in 2026 shall not exceed $320,175.00, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed $631,024.00.

Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of the Department. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the Municipality's monthly voucher submitted to the Department.

4. **TERM**: This Agreement shall commence retroactively on January 1, 2025 and shall expire on December 31, 2026. The County or the Municipality may, upon thirty (30) days written notice to the other party, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior 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.

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.

7. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative bodies of the Municipality.

DRAFT

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2025.

THE COUNTY OF WESTCHESTER

By:_____
Joseph K. Spano
Commissioner of Correction

THE CITY OF MOUNT VERNON

By:_____
Mayor

Approved by the Westchester County Board of Legislators by Act No. 20___ - __ on the _____ day of _____, 20___.

Approved by the City Council of the City of Mount Vernon on the _____ day of _____, 20__.

Approved by the Board of Estimate and Contract of the City of Mount Vernon on the ___ day of _____, 20__.

Approved

_____
Assistant County Attorney
The County of Westchester
K/MB/DCR/CON139365/Mt. Vernon. 2025-26 Agmt.

Approved as to form and manner of execution:

_____
Corporation Counsel

DRAFT

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2025, before me personally came

_____, to me known, and known to me to be 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, the said _____ resides at

_____

and that he is _____ of said municipal corporation.

_____

Notary Public County

DRAFT

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 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, that said
(Title of such person),

agreement was duly signed for on behalf of said Municipality by authority of its thereunto

_____
(Town Board, Village Board, City Council)

duly authorized, and 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 _____, 2025, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is the ___
_____ of said municipal corporation.
(title)

_____
Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS
(Municipality - LEO)

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 $5,000,000 (c.s.l) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of $5,000,000 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 $5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of $5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.

f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of $5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.

g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of $5,000,000.00 per occurrence). 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.

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Vedat Gashi
Chairman of the Board
Legislator, 4th District

TO: Hon. Margaret Cunzio
Co-Chair, Committee on Rules

Hon. David Imamura
Co-Chair, Committee on Rules

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 21, 2025

RE: ACT- Amending Standard Work Day

As Chairman of the Board of Legislators, I am placing the below items directly into the Committee on Rules for consideration.

Thank you.

I.D. #2025-514: ACT- Amending Standard Work Day

- An ACT amending ACT 182-2025 for the purpose of establishing a standard work day for each elective or appointive office or position.

CC: James Silverberg
Marcello Figueroa
Dylan Tragni
Sunday Vanderberg

#2025 -514

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee requests the adoption of "AN ACT for the purpose of establishing a standard work day for each elective or appointive office or position."

To help ensure that elected and appointed officials receive appropriate service credit from the New York State Retirement System, legislation establishing the standard work day for all elected and appointed officials who serve a term of office must be adopted.

Once adopted, the Clerk of the County Board of Legislators must ensure that this Act is posted for at least thirty (30) days on the County's website, and thereafter, to transmit a certified copy of this Act and affidavit of posting to be filed with the Office of the State Comptroller within fifteen (15) days after the thirty (30) day public posting period ends. Certified copies of the Act must also be transmitted to the Westchester County Commissioners of Human Resources and Finance, respectively.

Because the proposed Act will not change the "use, appearance or condition of any natural resource structure" or otherwise affect the environment with respect to the State environmental quality review Act, this would not constitute an action as defined in §617.2(b) of 6 N.Y.C.R.R. Part 617. As such, your Committee believes that no further environmental review is required.

In accordance with the provisions of the Laws of Westchester County §1017.6(2), a vote of not less that a majority of the voting strength of the County Board of Legislators is required to pass this Act.

In light of the aforementioned, this Committee, after careful consideration, recommends adoption of this Act.

Dated:
White Plains, New York

COMMITTEE ON RULES

ACT NO. 2025 -

AN ACT for the purposes of establishing a standard work day for each elective or appointive office or position.

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

Section 1. Act No. 182 - 2025 is hereby repealed.

Section 2. The County of Westchester hereby establishes the following as standard work days for the following elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of the County Board:

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/MONTH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
ELECTED OFFICIALS[1]								
County Executive	Kenneth Jenkins	XXXXXXXX	XXXX	7	1/6/2025 – 12/31/2025	N	24	
County Legislator	Colin Smith	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	14	
County Legislator	Erika Pierce	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	26	
County Legislator	Margaret Cunzio	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	31	
County Legislator	Vedat Gashi	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	37	
County Legislator	Benjamin Boykin	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	29	
County Legislator	Nancy Barr	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	20	
County Legislator	Catherine Parker	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	22	

[1] Notably, County Legislator Terry Clement and District Attorney Susan Cacace are currently not contributing members to the New York State Retirement System.

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/MONH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
County Legislator	Jewel Williams Johnson	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	24	
County Legislator	Emiljana Ulaj	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	15	
County Legislator	Judah Holstein	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	14	
County Legislator	David Imamura	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	20	
County Legislator	David Tubiolo	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	30	
County Legislator	James Nolan	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	15	
*County Legislator	Shanae Williams	XXXXXXXX	XXXX	6	1/1/2024 – 12-31-2025	N	17	
County Legislator	Jose Alvarado	XXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	20	
County Clerk	Timothy C. Idoni	XXXXXXXX	XXXX	7	1/1/2024 – 12/31/2025	N	23	

Section 3. After the final adoption of this Act, the Clerk of the County Board of Legislators shall ensure that this Act is posted for at least thirty (30) days and shall execute an affidavit to that effect to be submitted to the New York State Retirement System.

Section 4. After such posting, the County Board of Legislators hereby authorizes the Commissioner of Human Resources or other appropriate County official to amend the chart above solely for the limited purpose of providing the correct New York State Retirement Registration Number and the last four digits of the Social Security Numbers for all of the elected and appointed officials specifically listed in the chart above to the New York State Retirement System.

Section 5. This Act shall take effect immediately.

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee requests the adoption of "AN ACT for the purpose of establishing a standard work day for each elective or appointive office or position."

To help ensure that elected and appointed officials receive appropriate service credit from the New York State Retirement System, legislation establishing the standard work day for all elected and appointed officials who serve a term of office must be adopted.

Once adopted, the Clerk of the County Board of Legislators must ensure that this Act is posted for at least thirty (30) days on the County's website, and thereafter, to transmit a certified copy of this Act and affidavit of posting to be filed with the Office of the State Comptroller within fifteen (15) days after the thirty (30) day public posting period ends. Certified copies of the Act must also be transmitted to the Westchester County Commissioners of Human Resources and Finance, respectively.

Because the proposed Act will not change the "use, appearance or condition of any natural resource structure" or otherwise affect the environment with respect to the State environmental quality review Act, this would not constitute an action as defined in §617.2(b) of 6 N.Y.C.R.R. Part 617. As such, your Committee believes that no further environmental review is required.

In accordance with the provisions of the Laws of Westchester County §1017.6(2), a vote of not less that a majority of the voting strength of the County Board of Legislators is required to pass this Act.

In light of the aforementioned, this Committee, after careful consideration, recommends adoption of this Act.

Dated:
White Plains, New York

COMMITTEE ON RULES

ACT NO. 2025 -

AN ACT for the purposes of establishing a standard work day for each elective or appointive office or position.

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

Section 1. Act No. 182 - 2025 is hereby repealed.

Section 2. The County of Westchester hereby establishes the following as standard work days for the following elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of the County Board:

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/MONTH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
ELECTED OFFICIALS[1]								
County Executive	George Latimer[2]	XXXXXXXXX	XXXX	7	1/1/2022 – 12/31/2024	N	31.1	
County Executive	Kenneth Jenkins[3]	XXXXXXXXX	XXXX	7	1/6/2025 – 12/31/2025	N	23..47	
County Legislator	Colin Smith	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	13.5	
County Legislator	Erika Pierce	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	25.80	
County Legislator	Margaret Cunzio	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	30.94	
County Legislator	Vedat Gashi	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	31.83	
County Legislator	Benjamin Boykin	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	28.80	

[1] Notably, District Attorney Susan Cacace is currently not a contributing member of the New York State Retirement System.

[2] Notably, George Latimer resigned from the Office of Westchester County Executive, effective 12/31/2024.

[3] County Executive Kenneth Jenkins was appointed to fill the vacancy in the Office of County Executive by the Board of Legislators, effective 1/6/2025.

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/ MONTH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
County Legislator	Nancy Barr	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.47	
County Legislator	Catherine Parker	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	22.14	
County Legislator	Jewel Williams Johnson	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	24.36	
County Legislator	Emiljana Ulaj	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	14.5	
County Legislator	Judah Holstein	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	13.72	
County Legislator	Terry Clements[4]	XXXXXXXXX	XXXX	6	1/1/2024 – 6/30/2025	N	9.80	
County Legislator	David Imamura	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.33	
County Legislator	David Tubiolo	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	29.56	
County Legislator	James Nolan	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	15	
County Legislator	Shanae Williams	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	16.47	
County Legislator	Jose Alvarado	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.58	
County Clerk	Timothy C. Idoni	XXXXXXXXX	XXXX	7	1/1/2022 – 12/31/2025	N	23.14	

Section 3. After the final adoption of this Act, the Clerk of the County Board of Legislators shall ensure that this Act is posted for at least thirty (30) days and shall execute an affidavit to that effect to be submitted to the New York State Retirement System.

Section 4. After such posting, the County Board of Legislators hereby authorizes the Commissioner of Human Resources or other appropriate County official to amend the chart above solely for the limited purpose of providing the correct New York State Retirement Registration Number and the last four digits of the Social Security Numbers for all of the elected and appointed officials specifically listed in the chart above to the New York State Retirement System.

Section 5. This Act shall take effect immediately.

[4] Legislator Terry Clements ceased to be a contributing member of the New York State Retirement System, effective 6/30/2025.

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Vedat Gashi
Chairman of the Board
Legislator, 4th District

TO: Hon. Margaret Cunzio
Co-Chair, Committee on Rules

Hon. David Imamura
Co-Chair, Committee on Rules

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: December 5, 2025

RE: ACT- Amending Standard Work Day

As Chairman of the Board of Legislators, I am placing the below items directly into the Committee on Rules for consideration.

Thank you.

I.D. #2025-522: ACT- Amending Standard Work Day

- An ACT amending ACT 264-2023 for the purpose of establishing a standard work day for each elective or appointive office or position.

CC: James Silverberg
Marcello Figueroa
Dylan Tragni
Sunday Vanderberg

S.I. # 2025-522

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee requests the adoption of "AN ACT for the purpose of establishing a standard work day for each elective or appointive office or position."

To help ensure that elected and appointed officials receive appropriate service credit from the New York State Retirement System, legislation establishing the standard work day for all elected and appointed officials who serve a term of office must be adopted.

Once adopted, the Clerk of the County Board of Legislators must ensure that this Act is posted for at least thirty (30) days on the County's website, and thereafter, to transmit a certified copy of this Act and affidavit of posting to be filed with the Office of the State Comptroller within fifteen (15) days after the thirty (30) day public posting period ends. Certified copies of the Act must also be transmitted to the Westchester County Commissioners of Human Resources and Finance, respectively.

Because the proposed Act will not change the "use, appearance or condition of any natural resource structure" or otherwise affect the environment with respect to the State environmental quality review Act, this would not constitute an action as defined in §617.2(b) of 6 N.Y.C.R.R. Part 617. As such, your Committee believes that no further environmental review is required.

In accordance with the provisions of the Laws of Westchester County §1017.6(2), a vote of not less that a majority of the voting strength of the County Board of Legislators is required to pass this Act.

In light of the aforementioned, this Committee, after careful consideration, recommends adoption of this Act.

Dated: December 5th 2025
White Plains, New York

COMMITTEE ON RULES

Dated: December 5, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

RULES

ACT NO. 2025 -

AN ACT for the purposes of establishing a standard work day for each elective or appointive office or position.

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

Section 1. Act No. 182 - 2025 is hereby repealed.

Section 2. The County of Westchester hereby establishes the following as standard work days for the following elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of the County Board:

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/MONTH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
ELECTED OFFICIALS[1]								
County Executive	George Latimer[2]	XXXXXXXXX	XXXX	7	1/1/2022 – 12/31/2024	N	31.1	
County Executive	Kenneth Jenkins[3]	XXXXXXXXX	XXXX	7	1/6/2025 – 12/31/2025	N	23..47	
County Legislator	Colin Smith	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	13.5	
County Legislator	Erika Pierce	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	25.80	
County Legislator	Margaret Cunzio	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	30.94	
County Legislator	Vedat Gashi	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	31.83	
County Legislator	Benjamin Boykin	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	28.80	

[1] Notably, District Attorney Susan Cacace is currently not a contributing member of the New York State Retirement System.

[2] Notably, George Latimer resigned from the Office of Westchester County Executive, effective 12/31/2024.

[3] County Executive Kenneth Jenkins was appointed to fill the vacancy in the Office of County Executive by the Board of Legislators, effective 1/6/2025.

TITLE	NAME	NYS RETIREMENT REGISTRATION NUMBER	LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	STANDARD WORK DAY (HRS/DAY)	TERM BEGINS/ ENDS	EMPLOYER RECORD OF TIME WORKED (Y/N)	DAYS/ MONTH (BASED ON RECORD OF ACTIVITIES)	TIER 1 (Check only if member is in Tier 1)
County Legislator	Nancy Barr	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.47	
County Legislator	Catherine Parker	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	22.14	
County Legislator	Jewel Williams Johnson	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	24.36	
County Legislator	Emiljana Ulaj	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	14.5	
County Legislator	Judah Holstein	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	13.72	
County Legislator	Terry Clements[4]	XXXXXXXXX	XXXX	6	1/1/2024 – 6/30/2025	N	9.80	
County Legislator	David Imamura	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.33	
County Legislator	David Tubiolo	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	29.56	
County Legislator	James Nolan	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	15	
County Legislator	Shanae Williams	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	16.47	
County Legislator	Jose Alvarado	XXXXXXXXX	XXXX	6	1/1/2024 – 12/31/2025	N	19.58	
County Clerk	Timothy C. Idoni	XXXXXXXXX	XXXX	7	1/1/2022 – 12/31/2025	N	23.14	

Section 3. After the final adoption of this Act, the Clerk of the County Board of Legislators shall ensure that this Act is posted for at least thirty (30) days and shall execute an affidavit to that effect to be submitted to the New York State Retirement System.

Section 4. After such posting, the County Board of Legislators hereby authorizes the Commissioner of Human Resources or other appropriate County official to amend the chart above solely for the limited purpose of providing the correct New York State Retirement Registration Number and the last four digits of the Social Security Numbers for all of the elected and appointed officials specifically listed in the chart above to the New York State Retirement System.

Section 5. This Act shall take effect immediately.

[4] Legislator Terry Clements ceased to be a contributing member of the New York State Retirement System, effective 6/30/2025.

RESOLUTION -2025

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, Resolution 205-1980, passed by this Honorable Board on November 24, 1980, established the guidelines under which the Westchester County Board of Legislators Award for Distinguished Service may be presented, and

WHEREAS, this award therefore became the highest form of recognition by the Westchester County Board of Legislators for those individuals who have significantly benefited the general welfare and common good of the County of Westchester, and

WHEREAS, Catherine Parker, through her career in public service, has shown herself as worthy of being thusly honored by the Westchester County Board of Legislators, NOW THEREFORE BE IT

RESOLVED, that the members of the Westchester County Board of Legislators, on behalf of the residents of the County, take great pride in bestowing the Westchester County Board of Legislators Award for Distinguished Service on the Honorable Catherine Parker.

Dated:
White Plains, New York

COMMITTEE ON APPOINTMENTS

RESOLUTION -2025

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, Resolution 205-1980, passed by this Honorable Board on November 24, 1980, established the guidelines under which the Westchester County Board of Legislators Award for Distinguished Service may be presented, and

WHEREAS, this award therefore became the highest form of recognition by the Westchester County Board of Legislators for those individuals who have significantly benefited the general welfare and common good of the County of Westchester, and

WHEREAS, Benjamin Boykin, II, through his career in public service, has shown himself as worthy of being thusly honored by the Westchester County Board of Legislators, NOW THEREFORE BE IT

RESOLVED, that the members of the Westchester County Board of Legislators, on behalf of the residents of the County, take great pride in bestowing the Westchester County Board of Legislators Award for Distinguished Service on the Honorable Benjamin Boykin, II.

Dated:
White Plains, New York

COMMITTEE ON APPOINTMENTS