Board of Legislators

Meeting Agenda

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

Monday, July 21, 2025 **7:00 PM** **Legislative Chamber**

Regular Meeting

CALENDAR 15

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.

*Please note: Legislator Tubiolo will participate remotely from 2870 G Avenue, Bldg 7318A, Fort Johnson, Louisiana 71459.

CALL TO ORDER

MINUTES APPROVAL

June 30, 2025 at 7pm

PUBLIC COMMENT

Speakers_____

PUBLIC HEARING

1. 2025-240 **PH-IMAs-Install EV Charging Stations-Participating Municipalities**

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into intermunicipal agreements with participating municipalities for the participating municipalities to install EV charging stations on municipally owned properties with the County contributing up to 50% of the costs to design, purchase and install the EV charging stations, less incentives, rebates and grants, for a total amount in the aggregated not to exceed FIVE MILLION ($5,000,000) DOLLARS and taking back a leasehold interest in the properties on which the charging stations are installed for a term which shall commence on execution and terminate when the bonds issued for the program have been paid in full." [Public Hearing set for July 21, 2025 at 7:30 p.m.]. LOCAL LAW INTRO: 2025-241.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC

WORKS & TRANSPORTATION

Speakers _____
*Please see Standing Committee Item No. 2025-241 for back-up.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. 2025-298 **PH-Civil Penalty for Theft of Services-Bee-Line Bus System**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System". [Public Hearing set for _____, 2025 at _____ .m.]. LOCAL LAW INTRO: 2025-299.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

2. 2025-299 **LOCAL LAW-Civil Penalty for Theft of Services-Bee-Line Bus System**

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System."

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

3. 2025-300 **CBA-BCR59-Security Systems Upgrade**

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project BCR59 - Security Systems Upgrade.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PUBLIC SAFETY

4. 2025-301 **BOND ACT-BCR59-Security Systems Upgrade**

A BOND ACT authorizing the issuance of SIX MILLION, SIX HUNDRED THOUSAND ($6,600,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR59 - Security Systems Upgrade.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PUBLIC SAFETY

5. 2025-302 **BOND ACT(Amended)-BSS21-2917-Infrast. Improvements to Shelter Facilities-Coachman Family Center '25-'29**

A BOND ACT (Amended) authorizing the issuance of THREE HUNDRED EIGHTY-FIVE THOUSAND ($385,000) DOLLARS in bonds of Westchester County to finance a component

of Capital Project BSS21 - Infrastructure Improvements to Shelter Facilities - Coachman Family Center 2025-2029).
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND HUMAN SERVICES

6. 2025-303 **BOND ACT-BSS21-2962-Infrast. Improvements to Shelter Facilities-Coachman Family Center '25-'29**

A BOND ACT authorizing the issuance of FOUR HUNDRED SEVENTY THOUSAND ($470,000) DOLLARS in bonds of Westchester County to finance Capital Project BSS21 - Infrastructure Improvements to Shelter Facilities - Coachman Family Center (2025-2029).
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND HUMAN SERVICES

7. 2025-304 **ACT-Changing Name of Lasdon Park, Arboretum and Veterans Memorial to Lasdon Public Gardens and Veterans Memorial**

AN ACT changing the name of Lasdon Park, Arboretum and Veterans Memorial to "Lasdon Public Gardens and Veterans Memorial".
COMMITTEE REFERRAL: COMMITTEE ON PARKS & ENVIRONMENT

8. 2025-311 **IMA-Firing Range-Municipalities**

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into inter-municipal agreements with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law, in order to have public safety employees from such Municipalities utilize the County's Firing Range located at the County's Police Academy in Valhalla, NY for firearms training.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

9. 2025-312 **IMA-Sixth Grade Leadership Academy Program-Yonkers**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2025 and expiring on December 31, 2025 for a total amount of TWO HUNDRED TWENTY THOUSAND ($220,000) DOLLARS , comprised of an amount not to exceed ONE HUNDRED TEN THOUSAND ($110,000) DOLLARS payable by the County plus a 100% match from the Municipality.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

10. 2025-313 **APPT-Airport Advisory Board-Elders**

A RESOLUTION appointing Gregory Elders as a member of the Westchester County Airport Advisory Board for the term June 18, 2025 to December 31, 2027.
COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

11. 2025-314 **APPT-Airport Advisory Board-Silber**

A RESOLUTION appointing Zach Silber as a member of the Westchester County Airport Advisory Board for the term June 18, 2025 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

12. 2025-316 **ACT-Requesting Party Status in NYSEG's Electric and Gas Rate Cases Pending Before the NYSPSC**

AN ACT authorizing the County of Westchester to request party status in New York State Electric & Gas Corporation's electric and gas rate cases currently pending before the New York State Public Service Commission.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND LAW & MAJOR CONTRACTS

13. 2025-319 **ACT-Acq. of Real Property and Permanent Easements-Village of Croton-on-Hudson-RB03W**

AN ACT authorizing the County of Westchester to acquire real property and permanent easements from the Village of Croton-on-Hudson and execute a correction deed, with regard to the replacement of the bridge over the Croton River on Quaker Bridge Road in the Village of Croton-on-Hudson, Town of Cortlandt.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

14. 2025-323 **ACT-100 College Avenue, Sleepy Hollow-Approval of Transfer and Amendments to the DRC**

AN ACT authorizing the County of Westchester to approve the transfer of real property located at 100 College Avenue in the Village of Sleepy Hollow and enter into an amendment to the County Declaration of Restrictive Covenants for one hundred sixty-three (163) affordable rental units located thereon, in order to delete the right of first refusal clause and extend the affordability period.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND HOUSING & PLANNING

15. 2025-324 **BOND ACT(Amended)-RPA04-General Infrastructure Pathways and Trails II**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of ONE MILLION, SEVEN HUNDRED SEVENTY THOUSAND ($1,770,000) DOLLARS to finance Capital Project RPA04 - General Infrastructure Pathways and Trails II.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & ENVIRONMENT

B. COUNTY ATTORNEY

C. LEGISLATORS

D. OTHERS

1. 2025-317 **CLERK OF THE BOARD - DA Special Prosecutors**

Forwarded by the Clerk of the Board, pursuant to ACT 77-2025, is the quarterly update for appointments and payments of special prosecutors.
COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

II. NOTICES & PETITIONS

1. 2025-315 **CLERK OF THE BOARD - Village of Tarrytown Notice of Intent**

Forwarded by the Clerk of the Board, correspondence from the Village of Tarrytown Planning Board declaring its intent to serve as Lead Agency for the proposed application to amend the zoning code for a proposed development located at 303 South Broadway, Tarrytown, NY.
FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

2. 2025-318 **CLERK OF THE BOARD - City of Mt. Vernon IDA Pilot Agreement**

As received by the Clerk of the Board, a Pilot Agreement from the City of Mt. Vernon IDA for the property located at 1 North Macquesten Parkway and 25 North Macquesten Parkway.
FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

3. 2025-320 **CLERK OF THE BOARD - City of Yonkers Tax Agreement**

As received by the Clerk of the Board, from the City of Yonkers Industrial Development Agency an "Application for Real Property Tax Exemption for the property located at 345 and 347 McLean Avenue, Yonkers, NY.
FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. 2025-241 **LOCAL LAW-IMAs-Install EV Charging Stations-Participating Municipalities**

A LOCAL LAW authorizing the County of Westchester to enter into intermunicipal agreements with participating municipalities for the participating municipalities to install EV charging stations on municipally owned properties with the County contributing up to 50% of the costs to design, purchase and install the EV charging stations, less incentives, rebates and grants, for a total amount in the aggregated not to exceed FIVE MILLION ($5,000,000) DOLLARS and taking back a leasehold interest in the properties on which the charging stations are installed for a term which shall commence on execution and terminate when the bonds issued for the program have been paid in full.

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

Local Law Intro No. 241 - 2025 **VOTE _____**

2. 2025-242 **BOND ACT-BPF39-Electric Vehicle Charging Stations and Infrastructure**

A BOND ACT authorizing the issuance of FIVE MILLION ($5,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPF39 - Electric Vehicle Charging Stations and Infrastructure.

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

BOND ACT _____ - 2025 **VOTE _____**

3. 2025-263 **PH-Lease Agreement-86 Main St Yonkers AMS LLC**

A RESOLUTION to set a Public Hearing on a "LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with 86 Main Street, Yonkers AMS LLC, for approximately 12,273 square feet of space on the 6th floor of the building located at 86 Main Street, Yonkers, NY with 24 reserved parking spaces in the adjacent Buena Vista Parking Garage, for use by the Department of Health." [Public Hearing set for _____, 2025 at _____.m.]. LOCAL LAW INTRO: 2025-264.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

RESOLUTION _____ - 2025 **VOTE _____**

4. 2025-265 **BOND ACT-RB04F-Gallows Hill Road Bridge Over Peekskill Hollow Brook, Cortlandt**

A BOND ACT authorizing the issuance of FIVE HUNDRED TWENTY-FIVE THOUSAND ($525,000) DOLLARS in bonds of Westchester County to finance Capital Project RB04F - Gallows Hill Road Bridge Over Peekskill Hollow Brook, Cortlandt.

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

BOND ACT _____ - 2025 **VOTE _____**

5. 2025-266 **BOND ACT(Amended)-RB180-Central Park Avenue, Yonkers**

A BOND ACT (Amended) amending Bond Act No. 224-2024 by removing the authorization for bonds for design costs associated with project RB180, and by reducing the estimated maximum cost and the amount of bonds authorized thereunder by ONE MILLION, NINE HUNDRED TWENTY-FIVE THOUSAND ($1,925,000) DOLLARS from TWELVE MILLION, EIGHT HUNDRED FIFTY THOUSAND ($12,850,000) DOLLARS to TEN MILLION, NINE HUNDRED TWENTY-FIVE THOUSAND ($10,925,000) DOLLARS.

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

BOND ACT _____ - 2025 **VOTE _____**

6. 2025-267 **BOND ACT-RB180-Central Park Avenue, Yonkers**

A BOND ACT authorizing the issuance of NINETEEN MILLION ($19,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RB180 - Central Park Avenue.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 **VOTE _____**

7. 2025-268 **BOND ACT-RB223-Bedford Banksville Road, North Castle**

A BOND ACT authorizing the issuance of SIX HUNDRED FIFTY THOUSAND ($650,000) DOLLARS to finance Capital Project RB223 - Bedford Banksville Road, North Castle.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 **VOTE _____**

8. 2025-269 **BOND ACT-RB228-Polly Park Road and Bowman Avenue, Harrison-Rye Brook-Port Chester**

A BOND ACT authorizing the issuance of FIVE HUNDRED SEVENTY-FIVE THOUSAND ($575,000) DOLLARS in bonds of Westchester County to finance Capital Project RB228 - Polly Park Road and Bowman Avenue, Harrison/Rye Brook/Port Chester.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 **VOTE _____**

9. 2025-270 **BOND ACT-RB229-Hardscrabble Road, North Salem**

A BOND ACT authorizing the issuance of SIX HUNDRED THOUSAND ($600,000) DOLLARS in bonds of Westchester County to finance Capital Project RB229 - Hardscrabble Road, North Salem.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2025 **VOTE _____**

10. 2025-271 **IMA-Reciprocal Programming of Radio Communication**

Systems-Putnam

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into an intermunicipal agreement with Putnam County pursuant to which the counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios in order to improve interoperability, public safety communications and mutual aid.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 VOTE _____

11. 2025-272 **IMA-Granting Lease of County's Weapons of Mass Destruction Squad Vehicle-Eastchester Fire District**

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Eastchester Fire District for the Eastchester Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 VOTE _____

12. 2025-273 **IMA-Granting Lease of County's Weapons of Mass Destruction Squad Vehicle-Fairview Fire District**

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Fairview Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2025 VOTE _____

13. 2025-274 **ACT - Enter into Agreements with Kaplan Kirsch and the Wicks Group re: WC Airport**

AN ACT authorizing the County of Westchester to retain the law firms of Kaplan Kirsch, LLP and the Wicks Group, PLLC, to provide legal advice to the County of Westchester, in an "of counsel" capacity to the County Attorney, with respect to various issues affecting the Westchester County Airport, for the period from August 1, 2025 through July 31, 2026, with a County option to renew the term of each agreement for five (5) additional periods of one (1) year each.

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

ACT _____ - 2025 VOTE _____

14. 2025-285 **PH-Sewer District Mod-Removal-120 Pollywiggle Lane, Mount**

Pleasant

A RESOLUTION to set a Public Hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one parcel of property located in the Town of Mt. Pleasant - 120 Pollywiggle Lane, Mount Pleasant. [Public Hearing set for _____, 2025 at ____ m.]. ACT INTRO: 2025-287.

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

RESOLUTION _____ - 2025 VOTE _____

15. 2025-288 PH-Sewer District Mod-Removal-127 Palmer Lane, Mount Pleasant

A RESOLUTION to set a Public Hearing on a the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one parcel of property located in the Town of Mt. Pleasant, 127 Palmer Lane, Mount Pleasant. [Public Hearing set for _____, at _____.m.]. ACT INTRO: 2025-290.

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

RESOLUTION _____ - 2025 VOTE _____

16. 2025-291 BOND ACT-BSS19-Infrastructure Improvements to Shelter Facilities-Grasslands Facility

A BOND ACT authorizing the issuance of ONE MILLION, NINE HUNDRED FIFTY THOUSAND ($1,950,000) DOLLARS in bonds of Westchester County to finance Capital Project BSS19 - Infrastructure Improvements to Shelter Facilities - Grasslands Facility.

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

BOND ACT _____ - 2025 VOTE _____

17. 2025-292 BOND ACT-RB04I-Murray Avenue Bridge Over Community Park, Mamaroneck

A BOND ACT authorizing the issuance of ONE MILLION, TWENTY-FIVE THOUSAND ($1,025,000) DOLLARS in bonds of Westchester County to finance Capital Project RB041 - Murray Avenue Bridge Over Community Park, Mamaroneck.

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

BOND ACT _____ - 2025 VOTE _____

18. 2025-293 ACT - Amend Retainer Agreement with Bleakley Platt & Schmidt

AN ACT authorizing the County to amend a retainer agreement with the law firm of Bleakley

Platt & Schmidt, LLP to represent the Westchester County Board of Health, as needed, in connection with the administrative matter In re: Playland Pool (Standard Amusement), by increasing the not-to-exceed amount authorized thereunder by FIFTY THOUSAND ($50,000) DOLLARS.

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

ACT _____ - 2025 VOTE _____

19. 2025-296 **ENV RES-RB03W-Quaker Bridge Road Over Croton River, Cortlandt**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RB03W - Quaker Bridge Road Over Croton River, Cortlandt.

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

RESOLUTION _____ - 2025 VOTE _____

20. 2025-297 **BOND ACT(Amended)-RB03W-Quaker Bridge Road Over Croton River, Cortlandt**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of SEVENTEEN MILLION, SIX HUNDRED THOUSAND ($17,600,000) DOLLARS to finance Capital Project RB03W - Quaker Bridge Road Over Croton River, Cortlandt.

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

BOND ACT _____ - 2025 VOTE _____

21. 2025-305 **RES - WCC Budget 2025/2026 Public Hearing Rules**

A RESOLUTION adopting Rules for the Westchester Community College proposed 2025-2026 Budget Public Hearing.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2025 VOTE _____

22. 2025-306 **RES - WCC Budget 2025-2026 Suspension of Rules**

A RESOLUTION suspending Rules 9 and 11 of the Rules of the Westchester County Board of Legislators solely and exclusively with regard to the 2025/2026 proposed Westchester Community College Budget.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2025 VOTE _____

23. 2025-307 **PH - WCC Budget 2025-2026**

A RESOLUTION to hold a Public Hearing on the proposed 2025-2026 Westchester Community College Budget on Monday, August 4, 2025 at 10:30 a.m.
SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2025 **VOTE _____**

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2025-322 **MEMORIAL RESOLUTIONS 2025-13**

HON. TERRY CLEMENTS: Joe Fosina

HON. MARGARET A. CUNZIO: Joseph Kirwin, Bridget Gibbons Tierney, William Bove

LEGISLATORS CUNZIO AND GASHI: Vasel Vataj

HON. ERIKA PIERCE: Diana Tyler

HON. DAVID J. TUBIOLO: Patrick William Donahoe, Genevieve M. Lembo

ADJOURNMENT

Next Meeting: August 4, 2025 at 10am.

#2025-240

RESOLUTION NO. 69 - 2025

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 2025-241 entitled "**A LOCAL LAW** authorizing the County of Westchester to enter into intermunicipal agreements with participating municipalities for the participating municipalities to install EV charging stations on municipally owned properties with the County contributing up to 50% of the costs to design, purchase and install the EV charging stations, less incentives, rebates and grants, for a total amount in the aggregated not to exceed $5,000,000 and taking back a leasehold interest in the properties on which the charging stations are installed for a term which shall commence on execution and terminate when the bonds issued for the program have been paid in full."

The public hearing will be held at 7:30 p.m. on the 21 day of July, 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.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 14, 2025

Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System" ("Bee-Line").

Bee-Line's mission is to facilitate the efficient and economical movement of people through a balanced and environmentally sensitive transportation system. According to a 2025 report by the Westchester County Department of Public Works and Transportation, the Bee-Line has an average daily ridership of 85,000, and serves well over 3,000 bus stops, touching the lives of many of Westchester's residents.

For some time now, the Bee-Line has experienced a large number of fare violations (non-payment). This has been caused by both confusions over the free bus program over the summer, and also malfeasance. Regardless of the cause, fare evasion weakens the financial health of Westchester County and encourages unlawful behavior on the Bee-Line buses.

Under New York State law, individuals who do not pay the fare can be charged with Theft of Services, in violation of Section 165.15 of the New York State Penal Law ("Penal Law"), which is a Class "A" Misdemeanor. However, the County is seeking to invoke its power under the Laws of Westchester County to create a civil penalty, as opposed to using criminal proceedings, especially where the majority of the violations are being committed by students and passengers who may be financially unable to pay the fare. Westchester County is taking this course of action because it strongly opposes the criminalization of poverty, and is working hard to reduce youth interactions with the criminal justice system.

This proposed legislation will encourage fare compliance and enhance overall safety aboard Bee-Line buses; we do not seek use the Penal Law to criminalize non-compliance. Accordingly, the proposed amendment adds a new Chapter to the Laws of Westchester County, which establishes a civil penalty of $50 for the non-payment of a fare, that will increase to $100 for every subsequent violation. The proposed amendment also authorizes County and local law enforcement to issue appearance tickets to violators, who could simply pay a fine or appear in a local court to answer the ticket.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-2900

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Act.

Sincerely,

Kenneth Jenkins
County Executive

Enclosure

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed the attached, "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System."

Your Committee recognizes that Bee-Line's mission is to facilitate the efficient and economic movement of people through a transportation system that supports the environment and meets the diverse needs of Westchester's residents. According to a 2025 report by the Westchester County Department of Public Works and Transportation, the Bee-Line has an average daily ridership of 85,000 people. The Bee line features more than 3,000 bus stops, directly and indirectly impacting all of Westchester's residents by connecting us to New York City and expanding available economic opportunities in corners of the County which are otherwise difficult to reach.

Your Committee is advised that, under New York State law, individuals who do not pay the fare can be charged with Theft of Services, in violation of Section 165.15 of the New York State Penal Law ("Penal Law"), which is a Class "A" Misdemeanor. The goal of this proposed legislation is to create a civil penalty, as opposed to utilizing existing criminal proceedings; we find this course of action advisable as the majority of fare violations are being committed by students and passengers who may be financially unable to pay the fare.

Your Committee is advised that enforcing a criminal penalty for evading $2.75 fares through the criminal justice system is likely to have serious consequences for the County. Only 26% of juveniles arrested ended up graduating from high school; worse, those convicted of a Misdemeanor will struggle to get into college, struggle to secure reliable employment, and struggle to secure housing they can

afford. Failing out of high school, or uniform rejection from colleges, jobs and housing will virtually ensure a young person will reoffend – meaning that even one Misdemeanor can uproot a life.

Your Committee is further advised that the purpose of this legislation is to encourage fare compliance and enhance overall safety aboard Bee-Line buses; we do not seek to use the Penal Law to criminalize non-compliance. Accordingly, the proposed amendment adds a new Chapter to the Laws of Westchester County, which establishes a civil penalty of $50 for the non-payment of a fare, that will increase to $100 for every subsequent violation. This proposed amendment also authorizes County and local law enforcement to issue appearance tickets to violators, who could simply pay a fine or appear in a local court to answer the ticket.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed act 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, after careful consideration, recommends the adoption of this a local law amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System.

Dated: , 2025
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Theft of Service on Bee-Line Bus Syst ☐ **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 TBD

Total Current Year Revenue TBD

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: There will be additional cost incurred to have County Police perform enforcement on the buses. This additional cost will depend on how many officers are dedicated for this duty.

Potential Related Operating Budget Revenues: Annual Amount TBD

Describe: It is likely that the imposition of civil penalties for non payment of bus fare will result in greater compliance and therefore an increase in fare collections. Currently it is estimated that fare evasion is costing the County $1 million per month in lost revenue.

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

Current Year:

Next Four Years:

Prepared by: Larry Soule

Title: Budget Director

Department: Budget

Date: July 9, 2025

Reviewed By: **Budget Director**

07/16/25

Date: 7/16/25

RESOLUTION NO. ____ – 2025

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2025, entitled, "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System." The public hearing will be held at __.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.

LOCAL LAW INTRO. NO. 2025

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 643 to provide a civil penalty for the theft of services in relation to Westchester County's Bee-Line Bus System.

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

Section 1. A new Chapter 643 is hereby added to the Laws of Westchester County as follows:

Chapter 643

THEFT OF SERVICES ON COUNTY'S BEE-LINE BUS SYSTEM

Sec. 643.01. Purpose.
Sec. 643.21 Definitions.
Sec. 643.31. Entry; Payment of fare.
Sec. 643.41. Enforcement and penalty
Sec. 643.51. Severability.

Sec. 643.01. – Purpose

The purpose of this Chapter is to deter the non-payment of fares in relation to the Bee-Line Bus System which is owned and operated by Westchester County. The County seeks to achieve that deterrence through the implementation of a civil penalty as an alternative to using the New York State Penal Law to criminalize non-compliance.

Sec. 643.21. – Definitions.

a. County shall mean Westchester County.

b. Bee-Line shall mean the bus transportation system, known as the Bee-Line System, Bee-Line Bus System, or Bee-Line Transit Service, which is owned and operated by the County.

c. Fare means the lawful charges established by the County for use of the Bee-Line.

d. Fare media means the various instruments issued by or on behalf of the Bee-Line to use for the payment of fare, including, but not limited to, United States coins and currency, OMNY, MetroCards, farecards, passes, transfers, tickets, and vouchers.

Sec. 643.31. – Entry; payment of fare

It shall be unlawful for any person to: (1) attempt to or obtain Bee-Line service without payment of the fare therefor; (2) avoid payment of the fare for such transportation service which has been rendered to them; (3) obtain or attempt to obtain such service or avoid or attempt to avoid payment therefor by force, intimidation, stealth, deception or mechanical tampering of fare media or faire collection device; or (4) unjustifiably fail or refuse to pay a fare.

Sec. 643.41. – Enforcement and penalty.

1. Violators of this Chapter may be issued appearance tickets by police officers of the Westchester County Department of Public Safety and municipal police departments within the County. Such appearance tickets shall be returnable in the local court of the jurisdiction where the violation occurred.

2. Any person who violates this Chapter shall be guilty of an offense and shall, upon conviction, be subject to a civil penalty not exceeding $50 for the first offense and not exceeding $100 for the second offense and all subsequent offenses.

Sec. 643.41. – Severability.

If any word, phrase, clause, sentence, paragraph, section, or part of this Chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 2. Effective Date. This Local Law shall take effect immediately.

jsw/ew 7-7-25

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 1, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget (the "Capital Budget Amendment"), as well as adopt a related bond act ("Bond Act") to finance a component of the following capital project:

BCR59 – Security Systems Upgrade ("BCR59").

The proposed Capital Budget Amendment will amend the County's current year capital budget to add $6,600,000 in County shares for project BCR59.

The Bond Act, in the amount of $6,600,000, would finance the replacement of the current security tour phone analog system and personal body alarm system, with more modern state-of-the art systems.

The Department of Corrections (the "Department") has advised that the current method of performing security tours at the County Jail in Valhalla (the "Jail") consists of utilizing a system of analog phones set up at various locations throughout the Jail's housing units. Additionally, the Department utilizes a personal body alarm system that is set up to transmit to strategically placed receivers to alert the Jail's Main Control Center in case of an emergency. Both systems have been in place for over 25 years and have become very difficult to maintain due to the scarcity of replacement parts. The Department's security systems consultant has recommended that both systems be replaced with more modern state-of-the art systems.

Upon approval of bonding authorization, it is estimated that both systems will be replaced by the end of 2027.

In addition, Section 167.131 of the County Charter 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 is herewith attached for your Honorable Board's review.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2900 E-mail: ceo@westchestergov.com

It should be noted that your Honorable Board has previously authorized the issuance of bonds for project BCR59 as set forth in the attached fact sheet.

Based on the importance of this project to the County, your Honorable Board's favorable action on the proposed Capital Budget Amendment and Bond Act is most respectfully requested.

Sincerely,

Kenneth W. Jenkins
Westchester County Executive

KWJ/JKS/jpg
Attachment

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval of an Act amending the County of Westchester's (the "County") current-year Capital Budget (the "Capital Budget Amendment"), as well as adoption of a related bond act (the "Bond Act") which, if approved, would authorize the County to issue $6,600,000 in bonds to finance a component of capital project BCR59 – Security Systems Upgrade ("BCR59").

The proposed Capital Budget Amendment will amend the County's current year capital budget to add $6,600,000 in County shares for project BCR59.

The Bond Act, in the amount of $6,600,000, which was prepared by the law firm of Hawkins Delafield and Wood, LLP, would finance the replacement of the current security tour phone analog system and personal body alarm system, with more modern state-of-the art systems.

The Department of Corrections (the "Department") has advised that the current method of performing security tours at the County Jail in Valhalla (the "Jail") consists of utilizing a system of analog phones set up at various locations throughout the Jail's housing units. Additionally, the Department utilizes a personal body alarm system that is set up to transmit to strategically placed receivers to alert the Jail's Main Control Center in case of an emergency. Both systems have been in place for over 25 years and have become very difficult to maintain due to the scarcity of replacement parts. The Department's security systems consultant has recommended that both systems be replaced with more modern state-of-the art systems.

Upon approval of bonding authorization, it is estimated that both systems will be replaced by the end of 2027.

Your Committee notes that your Honorable Board has previously authorized the issuance of bonds for project BCR59 as set forth in the attached fact sheet.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

In addition, Section 167.131 of the County Charter 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 is herewith attached for your Honorable Board's review.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County's Capital Budget, as well as to adopt the related Bond Act.

Your Committee has carefully considered the proposed Capital Budget Amendment as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment.

Dated: , 2025
White Plains, New York

COMMITTEE ON

c/jpg/6-10-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR59 ☐ **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 $ 6,600,000 **PPU** 5 **Anticipated Interest Rate** 2.72%

Anticipated Annual Cost (Principal and Interest): $ 1,430,809

Total Debt Service (Annual Cost x Term): $ 7,154,045

Finance Department: maab Bond Buyer 6-24-25

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: 72

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 6/25/25

Reviewed By: DV 6.25.25 CP 6/25/25

Budget Director

Date: 6/25/25

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: June 17, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BCR59 SECURITY SYSTEMS UPGRADE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/10/2025 (Unique ID: 2922)

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
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION 21-08

WESTCHESTER COUNTY PLANNING BOARD

Amendment of Planning Board Report on 2021 Capital Project Requests

BCR59 Security System Upgrades

WHEREAS, the County Executive will submit legislation to the County Board of Legislators which would provide funding for **BCR59 Security System Upgrades** by adding an appropriation to the 2021 Capital Budget for the acquisition and installation of security system equipment at the County Correctional Facility at the County-owned Valhalla Campus; and

WHEREAS, bonding in the amount of $1,400,000 is requested for the purchase and installation of equipment to replace existing DVRs, an obsolete technology, and

WHEREAS, the project is generally consistent with *Westchester 2025 – Policies to Guide County Planning*, as adopted by the Planning Board on May 6, 2008 and amended on January 5, 2010 by maintaining county facilities; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report of 2021 Capital Project Requests to include funding for **Capital Project BCR59 Security System Upgrades** and gives the project a rating of "PL1" – "A project without physical planning aspects of concern to the Planning Board."

Adopted this 2nd day of March, 2021

Richard Hyman, Chair

BCR59 Security Systems Upgrade

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Approp-riated	2021	2022	2023	2024	2025	Under Review
Gross	25,250	250						25,000
Less non-County Shares								
Net	25,250	250						25,000

Project Description: This project will fund a preliminary study to determine the best option for going forward for upgrading the existing security system. The 2021 Capital Budget Amendment (CBA) is requesting bonding in the amount of $1,400,000 utilizing existing funds from Under Review for the purchase and installation of Network Video Recorders (NVR) to replace existing, obsolete technology.

APPROPRIATION/FUNDING REQUESTS:

2020:	$250,000 for study
2021:	CBA for $1,400,000 for purchase and installation of NVR's to replace existing, obsolete technology.
Under Review:	$25,000,000 for the purchase and installation of security system upgrades

JUSTIFICATION: To insure the security system is properly updated to handle all current and future security needs of the facility.

CONSISTENCY WITH PROGRAMS OR PLANS: This project is generally consistent with the policies of ***Westchester 2025*** in that it helps maintain County physical facilities in good condition in order to deliver services in an efficient and economic manner.

Planning Board Analysis:

PL1: The Planning Board notes that there are no matters of physical planning concern for the above project. The Planning Department will review future phases of this project for physical planning concerns.

ACT No. 2025

An Act amending the 2025 County Capital Budget Appropriations for Capital Project BCR59 SECURITY SYSTEMS UPGRADE

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

Section 1. The Capital section of the 2025 County Budget is hereby amended as follows:

	Previous 2025 Appropriation	Change	Revised 2025 Appropriation
I. Appropriation	$1,650,000	$6,600,000	$8,250,000

Section 2. The estimated method of financing in the Capital Section of the 2025 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING			
Bonds and/or Notes	$1,400,000	$6,600,000	$8,000,000
Non County Shares	$0		$0
Cash	$250,000		$250,000
Total	$1,650,000	$6,600,000	$8,250,000

Section 3. The ACT shall take effect immediately.

REFERENCE: BCR59

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF $6,600,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF SECURITY SYSTEM UPGRADES FOR THE DEPARTMENT OF CORRECTION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $6,600,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $6,600,000 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, $6,600,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the acquisition and installation of security system upgrades for the Department of Correction, including the replacement of the security tour phone analog system and the personal body alarm system in the Correction Facility, 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 $6,600,000. The plan of financing includes the issuance of $6,600,000 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. 35 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 $6,600,000. 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 $6,600,000 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 $6,600,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF SECURITY SYSTEM UPGRADES FOR THE DEPARTMENT OF CORRECTION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $6,600,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $6,600,000 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 acquisition and installation of security system upgrades for the Department of Correction, including the replacement of the security tour phone analog system and the personal body alarm system in the Correction Facility; 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: $6,600,000; 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

3995042.1 048034 LEG

CAPITAL PROJECT FACT SHEET

Project ID:*	☒ CBA	Fact Sheet Date:*
BCR59		06-09-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	SECURITY SYSTEMS UPGRADE	3,
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	CORRECTION	2922

Overall Project Description

This project will fund security systems upgrades at the correction facility.

☒ 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	26,650	1,650	0	0	0	0	0	25,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	26,650	1,650	0	0	0	0	0	25,000

Expended/Obligated Amount (in thousands) as of : 1,487

Current Bond Description: Bonding is requested for the replacement of the current security tour phone analog system and the personal body alarm system. The current method of performing security tours consist of utilizing a system of analog phones set up at locations throughout areas housing units. Additionally, WDOC is utilizing a personal body alarm system that is set up to transmit to strategically placed receivers and notify the Jail Main Control. Both systems have been in place for over 25 years and have become very difficult to maintain due to unavailability of replacement parts. As recommended by the WDOC security systems consultant and supported by current challenges with the phone analog security ring system and personal body alarm system, we need to move forward with replacing both systems.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	6,600,000
Cash:	0
Total:	**$ 6,600,000**

SEQR Classification:

TYPE II

Amount Requested:

6,600,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

A capital budget amendment in the amount of $6,600,000 (shown under review) is being requested for the replacement of the current security tour phone analog system and the personal body alarm system.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	250,000	PRELIMINARY STUDY
2021	1,400,000	EQUIPMENT PURCHASE

Total Appropriation History:
1,650,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	72	1,400,000	1,059,131	NETWORK VIDEO RECORDERS "NVR"

Total Financing History:
1,400,000

Recommended By:

Department of Planning	**Date**
MLLL	06-10-2025
Department of Public Works	**Date**
RJB4	06-10-2025
Budget Department	**Date**
DEV9	06-10-2025
Requesting Department	**Date**
WPF4	06-10-2025

SECURITY SYSTEMS UPGRADE
(BCR59)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project without physical planning aspects of concern to the Westchester County Planning Board.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	26,650	1,650	1,487						25,000
Non County Share									
Total	26,650	1,650	1,487						25,000

Project Description

This project will fund security systems upgrades at the correction facility.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget is the appropriation of Cash to Capital and the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2020	250,000	Preliminary Study	DESIGN
2021	1,400,000	Equipment purchase	COMPLETE
Total	1,650,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,400,000	1,059,131	340,869
Funds Revenue	250,000	250,000	
Total	1,650,000	1,309,131	340,869

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
72 21	1,400,000	12/01/22	891,411	340,869
		12/01/22	88,589	
		11/30/23	72,036	
		11/30/23	7,096	
Total	1,400,000		1,059,131	340,869

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 1, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of $385,000 to finance a component of the following capital project:

BSS21 – Infrastructure Improvements to Shelter Facilities – Coachman Family Center (2025 – 2029).

The Department of Social Services has advised that this project funds a multi-year cycle of infrastructure improvements at the Coachman Family Center in White Plains. The Amended Bond Act, in the total amount of $1,370,000, which includes $985,000 in previously authorized bonds of the County, would finance the cost of replacing the water service trunk line, modifying the fire suppression system, and relocating and upgrading the ventilation system for the building's commercial rental tenants (i.e., nail salon and barber shop).

Following bonding authorization, design will be scheduled and is estimated to take three (3) months to complete and will be performed by outside consultants and in house staff. Construction is estimated to take six (6) months to complete and will begin after award and execution of construction contracts.

It should be noted that your Honorable Board has previously authorized bonding in connection with project BSS21, as follows: Bond Act No. 35-2025 in the amount of $985,000 which funded the cost of replacement of the water service trunk line, as well as modifications to the fire suppression system in the building. No bonds have been issued under Bond Act No. 35-2025. Accordingly, authority of your Honorable Board is now requested to amend Bond Act No. 35-2025, in order to increase the amount authorized thereunder by $385,000, to a new total amount authorized of $1,370,000, and to expand the scope of the project to include relocating and upgrading of the ventilation system for the building's commercial rental tenants.

Based on the importance of this project to the County, favorable action on the proposed Amended Bond Act is respectfully requested.

Sincerely,

Kenneth W. Jenkins
Westchester County Executive

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2900

Reference BSS21
(ID# 2917)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of an amended bond act (the "Amended Bond Act") in the total amount of $1,370,000, which includes $985,000 in previously authorized bonds of the County of Westchester ("County"), to finance a component of Capital Project BSS21 – Infrastructure Improvements to Shelter Facilities – Coachman Family Center (2025 – 2029).

Your Committee is advised that this project funds a multi-year cycle of infrastructure improvements at the Coachman Family Center in White Plains. The Amended Bond Act, prepared by the law firm of Hawkins Delafield & Wood, LLP, would finance the cost of replacing the water service trunk line, modifying the fire suppression system, and relocating and upgrading the ventilation system for the building's commercial rental tenants (i.e., nail salon and barber shop).

Your Committee is advised that following bonding authorization, design will be scheduled and is estimated to take three (3) months to complete and will be performed by outside consultants and in house staff. Construction is estimated to take six (6) months to complete and will begin after award and execution of construction contracts.

Your Committee notes that your Honorable Board has previously authorized bonding in connection with project BSS21 as follows: Bond Act No. 35-2025 in the amount of $985,000 which funded the cost of replacement of the water service trunk line, as well as modifications to the fire suppression system in the building. No bonds have been issued under Bond Act No. 35-2025. Accordingly, authority of your Honorable Board is now requested to amend Bond Act No. 35-2025, in order to increase the amount authorized thereunder by $385,000, to a new total amount authorized of $1,370,000, and to expand the scope of the project to include relocating and upgrading of the ventilation system for the building's commercial rental tenants.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 further 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 Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: , 2025
White Plains, New York

COMMITTEE ON

k/jpg/6/09/2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS21 ☐ **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

AMEND 35-2025 ADD $385,000 10 YR PPU (NEW TOTAL $1.37M)

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 385,000 **PPU** 10 **Anticipated Interest Rate** 3.07%

Anticipated Annual Cost (Principal and Interest): $ 45,401

Total Debt Service (Annual Cost x Term): $ 454,013

Finance Department:

maab Bond Buyer 6-24-25

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):

The new ventilation system will provide high quality air to the rental unit and the bottom level.

The County will save on maintenance costs from humidty and reventing the bottom level.

SECTION D - EMPLOYMENT

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 4

Prepared by: Thomas M. Rooney Jr.

Title: Reimbursement Manager

Department: Department of Social Services

Date: 6/24/25

Reviewed By: [signature]

DV 6.25.25 @ 6/25/25

Budget Director

Date: 6/25/25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS21 ☐ **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

AMEND 35-2025 $985,000 PREV'LY AUTHORIZED (NEW TOTAL $1.37M)

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 985,000 **PPU** 15 **Anticipated Interest Rate** 3.49%

Anticipated Annual Cost (Principal and Interest): $ 85,794

Total Debt Service (Annual Cost x Term): $ 1,286,904

Finance Department: maab Bond Buyer 6-24-25

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: Thomas M. Rooney Jr.

Title: Reimbursement Manager **Reviewed By:**

Department: Social Services DVB 6.25.25 @ 6/25/25 **Budget Director**

Date: 6/24/25 **Date:** 6/25/25

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: June 13, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BSS21 Infrastructure Improvements to Shelter Facilities - Coachman Family Center (2025-2029)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/10/2025 (Unique ID: 2917)

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: 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
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: BSS21

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED FEBRUARY 10, 2025, IN RELATION TO THE REPLACEMENT OF THE WATER SERVICE TRUNK LINE AT THE COACHMAN FAMILY CENTER IN WHITE PLAINS, AT THE MAXIMUM ESTIMATED COST OF $1,370,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds in the principal amount of $985,000 to finance the replacement of the water service trunk line at the Coachman Family Center in White Plains, pursuant to Bond Act No. 35-2025 duly adopted on February 10, 2025; and

WHEREAS, it has now been determined that it is in the best interests of the County to amend Bond Act No. 35-2025 by increasing the scope of work to include the relocation and upgrade of the ventilation system at the Coachman Family Center and increasing the principal amount of bonds authorized;

NOW, THEREFORE;

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 February 10, 2025, entitled:

"ACT NO. 35-2025

BOND ACT AUTHORIZING THE ISSUANCE OF $985,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE WATER SERVICE TRUNK LINE AT THE COACHMAN FAMILY CENTER IN WHITE PLAINS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $985,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $985,000 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 $1,370,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS AT THE COACHMAN FAMILY CENTER IN WHITE PLAINS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,370,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,370,000 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, Bonds of the County in the respective amounts as set forth in column A of the schedule below, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the respective purposes as set forth in column B of the schedule below, 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $1,370,000. The plan of financing includes the issuance of $1,370,000 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.

A	B
$985,000	the replacement of the water service trunk line at the County-owned Coachman Family Center in White Plains
$385,000	the relocation and upgrade of the ventilation system at the County-owned Coachman Family Center in White Plains

Section 2. The periods of probable usefulness ("PPU") of the objects or purposes for which said $1,370,000 bonds authorized by this Act are to be issued, within the limitations of the respective subdivisions of Section 11.00 .a of the Law, are as follows:

Amount	Subdivision	PPU
$985,000	1	fifteen (15) years
$385,000	13	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 $1,370,000. 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 $1,370,000 as the estimated total cost of the aforesaid objects or purposes 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 February 10, 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 AUTHORIZING THE ISSUANCE OF $1,370,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS AT THE COACHMAN FAMILY CENTER IN WHITE PLAINS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,370,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,370,000 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 replacement of the water service trunk line at the County-owned Coachman Family Center in White Plains at the estimated maximum cost of $985,000, and the relocation and upgrade of the ventilation system at the County-owned Coachman Family Center in White Plains at the estimated maximum cost of $385,000, 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: $985,000; fifteen (15) years
$385,000; 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

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CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
BSS21		04-16-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - COACHMAN FAMILY CENTER (2025-2029)	5,
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	SOCIAL SERVICES	2917

Overall Project Description

This project funds a multi-year cycle of infrastructure improvements at the Coachman Family Center. The work will include replacement of water service to the building including trunk line replacement, replacement of two boilers and all associated work including temporary boilers. The project will fund a building rehabilitation including interior renovations, bathroom replacements, HVAC and electrical system replacements.

☐ 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	30,680	0	5,560	2,680	22,440	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	30,680	0	5,560	2,680	22,440	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: This bond request is to fund the relocation and upgrade of the ventilation system, affecting the commercial rental tenants in the building (nail salon and a barber shop).

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	385,000
Cash:	0
Total:	**$ 385,000**

SEQR Classification:

TYPE II

Amount Requested:

385,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	5,560,000	FUNDS DESIGN OF ALL PHASES AND WATER FACILITIES WORK

Total Appropriation History:

5,560,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
25	35	985,000	0	COACHMAN FAMILY CENTER (2025-2029)

Total Financing History:
985,000

Recommended By:

Department of Planning	**Date**
MLLL	06-10-2025
Department of Public Works	**Date**
RJB4	06-10-2025
Budget Department	**Date**
DEV9	06-11-2025
Requesting Department	**Date**
TTR1	06-11-2025

INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - COACHMAN FAMILY CENTER (2025-2029)
(BSS21)

User Department : Social Services

Managing Department(s) : Public Works ; Social Services ;

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	30,680			5,560	2,680	22,440			
Non County Share									
Total	30,680			5,560	2,680	22,440			

Project Description

This project funds a multi-year cycle of infrastructure improvements at the Coachman Facility. The works will include replacement of water service to the building including trunk line replacement, replacement of two boilers and all associated work including temporary boilers. The project will fund a building rehabilitation including interior renovations, bathroom replacements, HVAC and electrical system replacements.

Current Year Description

The current year request funds design all phases and water facilities work.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	5,560,000			5,560,000

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 1, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the "Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue bonds in the amount of $470,000 to finance a component of the following capital project:

BSS21 – Infrastructure Improvements to Shelter Facilities – Coachman Family Center (2025 – 2029).

The Department of Social Services (the "Department") has advised that this project funds a multi-year cycle of infrastructure improvements at the Coachman Family Center in White Plains. The Bond Act, in the amount of $470,000, would finance the cost of design of new boilers for the building.

The Department has advised that the existing boilers at the Coachman are past their useful life and are in need of replacement. The new boilers will be more energy efficient, thus reducing operating costs.

Following bonding authorization, design will be scheduled and is estimated to take three (3) months to complete and will be performed by outside consultants and in house staff. Construction is estimated to take six (6) months to complete and will begin after award and execution of construction contracts, subject to your Honorable Board's approval of construction funding.

Your Honorable Board has previously authorized the County to issue bonds in connection with prior components of BSS21.

Based on the importance of this project to the County, favorable action on the proposed Bond Act is respectfully requested.

Sincerely,

Kenneth W. Jenkins
Westchester County Executive

KWJ/HJG/jpg/nn

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2900

Reference BSS21
(ID# 2962)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a bond act (the "Bond Act") in the amount of $470,000, which, if approved, would authorize the County of Westchester (the "County"), to finance a component of Capital Project BSS21 – Infrastructure Improvements to Shelter Facilities – Coachman Family Center (2025 – 2029).

Your Committee is advised that this project funds a multi-year cycle of infrastructure improvements at the Coachman Family Center in White Plains. The Bond Act, prepared by the law firm of Hawkins Delafield & Wood, LLP, would finance the cost of design of new boilers for the building.

The Department of Social Services (the "Department") has advised that the existing boilers at the Coachman are past their useful life and are in need of replacement. The new boilers will be more energy efficient, thus reducing operating costs.

Your Committee is advised that following bonding authorization, design will be scheduled and is estimated to take three (3) months to complete and will be performed by outside consultants and in house staff. Construction is estimated to take six (6) months to complete and will begin after award and execution of construction contracts, subject to your Honorable Board's approval of construction funding.

Your Committee notes that your Honorable Board has previously authorized bonding in connection with prior components of project BSS21 as described on the attached fact sheet.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 further 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.

For the reasons set forth above, your Committee most respectfully recommends the adoption of the proposed Bond Act.

Dated: , 2025
White Plains, New York

COMMITTEE ON

k/jpg/6/13/2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS21 ☐ **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 $ 470,000 **PPU** 5 **Anticipated Interest Rate** 2.72%

Anticipated Annual Cost (Principal and Interest): $ 101,956

Total Debt Service (Annual Cost x Term): $ 509,781

Finance Department: maab bond buyer 6-24-25

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: 5

Prepared by: Thomas Rooney, Jr.

Title: Reimbursement Manager

Department: Social Services

Date: 6/25/25

Reviewed By: DV 6.25.25 CP 6/25/25

Budget Director

Date: 6/25/25

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: June 17, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BSS21 INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - COACHMAN FAMILY CENTER (2025-2029)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/12/2025 (Unique ID: 2962)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: The current request is for design only.

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: BSS21

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF $470,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF BOILERS AT THE COACHMAN FAMILY CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $470,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $470,000 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, $470,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the preparation of preliminary and detailed plans, specifications and estimates necessary for planning the replacement of boilers at the Coachman Family Center; 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 $470,000. The plan of financing includes the issuance of $470,000 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. 62 (2nd) 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 $470,000. 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 $470,000 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 $470,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF BOILERS AT THE COACHMAN FAMILY CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $470,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $470,000 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 preparation of preliminary and detailed plans, specifications and estimates necessary for planning the replacement of boilers at the Coachman Family Center; 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: $470,000; 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

3995862.1 048034 LEG

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
BSS21		06-09-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - COACHMAN FAMILY CENTER (2025-2029)	5,
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	SOCIAL SERVICES	2962

Overall Project Description

This project funds a multi-year cycle of infrastructure improvements at the Coachman Facility. The works will include replacement of water service to the building including trunk line replacement, replacement of two boilers and all associated work including temporary boilers. The project will fund a building rehabilitation including interior renovations, bathroom replacements, HVAC and electrical system replacements.

☐ 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	30,680	0	5,560	2,680	22,440	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	30,680	0	5,560	2,680	22,440	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: This bond request is for the design of new boilers for the building as the current boilers are past their useful life.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	470,000
Cash:	0
Total:	**$ 470,000**

SEQR Classification:

TYPE II

Amount Requested:

470,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

THE NEW BOILERS WILL BE MORE ENERGY EFFICIENT THAN THE CURRENT BOILERS, WHICH ARE TO BE REPLACED.

Appropriation History:

Year	Amount	Description
2025	5,560,000	FUNDS DESIGN OF ALL PHASES AND WATER FACILITIES WORK

Total Appropriation History:
5,560,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
25	35	985,000	0	COACHMAN FAMILY CENTER (2025-2029)

Total Financing History:
985,000

Recommended By:

Department of Planning	**Date**
MLLL	06-12-2025
Department of Public Works	**Date**
RJB4	06-12-2025
Budget Department	**Date**
DEV9	06-13-2025
Requesting Department	**Date**
TTR1	06-13-2025

INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - COACHMAN FAMILY CENTER (2025-2029)
(BSS21)

User Department : Social Services

Managing Department(s) : Public Works ; Social Services ;

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	30,680			5,560	2,680	22,440			
Non County Share									
Total	30,680			5,560	2,680	22,440			

Project Description

This project funds a multi-year cycle of infrastructure improvements at the Coachman Facility. The works will include replacement of water service to the building including trunk line replacement, replacement of two boilers and all associated work including temporary boilers. The project will fund a building rehabilitation including interior renovations, bathroom replacements, HVAC and electrical system replacements.

Current Year Description

The current year request funds design all phases and water facilities work.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	5,560,000			5,560,000

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 9, 2025

Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached Act, formally "changing the name of Lasdon Park, Arboretum and Veterans Memorial to 'Lasdon Public Gardens and Veterans Memorial.'"

Lasdon Park, Arboretum and Veterans Memorial is a 234-acre County property that consists of woodlands, open grass meadows, and gardens that display flower and shrub specimens from all over the world. The park inspires connections to horticulture, plants, and the beauty of nature with designed collections, educational programs, and exhibits in its Glass House Conservatory. The park is also home to a museum honoring Westchester County's veterans.

Lasdon Park is an institutional member of the American Public Gardens Association, which champions and advances nearly 600 public gardens in North America and internationally by advocating for the innovation, conservation, and appreciation of plants. The park additionally holds memberships to the American Horticultural Society Reciprocal Garden Network, the Philadelphia Horticultural Society, the New York State Turf and Landscape Association, and the Metro Hort Group. It also serves as the headquarters for the 9th District Federated Garden Club of New York State.

Given these affiliations, and to better capture the spirit and purpose of the park and its programs, Westchester County Parks and Recreation Department ("Parks Department"), the Friends of Lasdon Park & Arboretum ("FLP"), and the Lasdon family have jointly proposed that the park's name be officially changed from "Lasdon Park, Arboretum and Veterans Memorial" to "Lasdon Public Gardens and Veterans Memorial."

The term "arboretum"—currently in the park's official name—is generally defined as a place where trees, shrubs, and plants are cultivated for scientific and educational purposes. The Parks Department, FLP, and the Lasdon family all agree that the term "public gardens," as opposed to arboretum, more closely aligns with park's identity as a space with numerous gardens open to the public for education and enjoyment, as well as a place that provides resources for scientific research and conservation. The proposed new name more aptly describes the park's beauty, function, and invitation to the community, and it is consistent with other conservation parklands in the County, such as the Alfred B. DelBello Muscoot Farm, Marshlands Conservancy, and Cranberry Lake Preserve.

This request to rename and rebrand the park comes at a time when significant County capital project funding has recently restored the Main House at the park; an upcoming site work project

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 **Telephone: (914) 995-2900**

will also enhance and create new pathways at the park, and upgrade park facilities. Visitation continues to grow at the park for exhibitions, plant sales, and public programs.

As partners of the County's public horticultural center, should the name change be approved, FLP and the Lasdon family are committed to collaborating with the Parks Department in what will be a rebranding effort for the park. This effort will include education and planned continued fundraising to support annual programming and capital expenses.

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Act.

Sincerely,

KENNETH W. JENKINS
County Executive

KWJ/nn
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed the attached "Act changing the name of Lasdon Park, Arboretum and Veterans Memorial to 'Lasdon Public Gardens and Veterans Memorial.'"

Your Committee is aware that Lasdon Park, Arboretum and Veterans Memorial is a 234-acre County property that consists of woodlands, open grass meadows, and gardens that display flower and shrub specimens from all over the world. The park inspires connections to horticulture, plants, and the beauty of nature with designed collections, educational programs, and exhibits in its Glass House Conservatory. The park is also home to a museum honoring Westchester County's veterans.

Your Committee also understands that Lasdon Park is an institutional member of the American Public Gardens Association, which champions and advances nearly 600 public gardens in North America and internationally by advocating for the innovation, conservation, and appreciation of plants. The park additionally holds memberships to the American Horticultural Society Reciprocal Garden Network, the Philadelphia Horticultural Society, the New York State Turf and Landscape Association, and the Metro Hort Group. It also serves as the headquarters for the 9th District Federated Garden Club of New York State.

Your Committee has been informed that, given these affiliations, and to better capture the spirit and purpose of the park and its programs, Westchester County Parks and Recreation Department ("Parks Department"), the Friends of Lasdon Park & Arboretum ("FLP"), and the Lasdon family have jointly proposed that the park's name be officially changed from "Lasdon Park, Arboretum and Veterans Memorial" to "Lasdon Public Gardens and Veterans Memorial."

Your Committee acknowledges that the term "arboretum"—currently in the park's official name—is generally defined as a place where trees, shrubs, and plants are cultivated for scientific and educational purposes. Your Committee notes that the Parks Department, FLP, and the Lasdon family all agree that the term "public gardens," as opposed to arboretum, more closely aligns with park's identity as a space with numerous gardens open to the public for education and enjoyment, as well as a place that provides resources for scientific research and conservation. The proposed new name more aptly describes the park's beauty, function, and invitation to the community, and it is consistent with other conservation parklands in the County, such as the Alfred B. DelBello Muscoot Farm, Marshlands Conservancy, and Cranberry Lake Preserve.

Your Committee recognizes that the request to rename and rebrand the park comes at a time when significant County capital project funding has recently restored the Main House at the park; an upcoming site work project will also enhance and create new pathways at the park, and upgrade park facilities. Visitation continues to grow at the park for exhibitions, plant sales, and public programs.

Your Committee also appreciates that, as partners of the County's public horticultural center, should the name change be approved, FLP and the Lasdon family are committed to collaborating with the Parks Department in what will be a rebranding effort for the park. This effort will include education and planned continued fundraising to support annual programming and capital expenses.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed act 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, after careful consideration, recommends the adoption of this Act, changing the name of Lasdon Park, Arboretum and Veterans Memorial to "Lasdon Public Gardens and Veterans Memorial."

Dated: , 2025
White Plains, New York

COMMITTEE ON

SCM-07-09-2025

FISCAL IMPACT STATEMENT

SUBJECT: Name change of Lasdon Park [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 $ -

Total Current Year Revenue $ -

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: N/A - No funding required

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Changing the name of Lasdon Park, Aboretum and Veterans Memorial to Lasdon Public Gardens and Veterans Memorial.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

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

Current Year:

Next Four Years:

Prepared by: Li-Li Ng

Title: Budget Analyst

Department: Department of Budget

Date: July 9, 2025

LD 7/9/25 LN 7/9/25

Reviewed By:

Budget Director

Date: 7/9/25

ACT NO. -2025

An Act changing the name of Lasdon Park, Arboretum and Veterans Memorial to "Lasdon Public Gardens and Veterans Memorial"

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

Section 1. The "Lasdon Park, Arboretum and Veterans Memorial," a 234-acre park situated off Route 35 in Somers, and bounded on the south and east by New York City watershed property, the Amawalk River and Muscoot Farm, and on the west by the Mildred D. Lasdon Bird and Nature Sanctuary, shall be and hereby is named "Lasdon Public Gardens and Veterans Memorial."

Section 2. This Act shall take effect immediately.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 30, 2025

Westchester County Board of Legislators
148 Martine Avenue, Room 800
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your consideration is proposed legislation, which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law (individually, "Municipality," and collectively, "Municipalities"), in order to have public safety employees from such Municipalities utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training. The IMAs shall be for a term of up to five (5) years, commencing upon execution and expiring on July 31, 2030. Each party shall have the right to terminate the Agreement on thirty (30) days' written notice to the other.

In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, each Municipality will pay a flat fee of Six Hundred and Thirty ($630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. This charge is based solely on a blended hourly rate for the Department safety officer that accommodates straight time and overtime costs. The Firing Range will be operated under the direction of the Department safety officer. Each Municipality shall adhere to all instructions issued by the Department safety officer. Each Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to $80.79 per hour or $646.32 per eight (8) hour tour. Anyone attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from a Municipality provide instruction at the Police Academy under a separate agreement between the County and said Municipality, the Commissioner of the Department or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914)995-2900 E-mail: ceo@westchestergov.com

REDUCE REUSE RECYCLE

The County has entered into a number of IMAs since 2008 with municipalities throughout Westchester to use the Firing Range for firearms training, which your Honorable Board last authorized on June 1, 2020 by Act No. 91-2020. As some of the existing IMAs are set to expire on July 31, 2025, the County desires to enter into new IMAs in order to continue the practice of offering the Firing Range to the Municipalities and providing firing range training services. The program has proven successful, and it is recommended that the County continue this valuable program.

I urge your Honorable Board's approval of the attached proposed legislation as the continuation of this program is in the best interests of the County.

Sincerely,

Kenneth W. Jenkins
County Executive

KWJ/SG/mcz
Attachments

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 which would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law (individually, "Municipality," and collectively, "Municipalities"), in order to have public safety employees from such Municipalities utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training. The IMAs will be for a period of up to five (5) years commencing upon execution and expiring on July 31, 2030. Each party shall have the right to terminate the agreement on thirty (30) days' written notice to the other.

In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, each Municipality will pay a flat fee of Six Hundred and Thirty ($630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. This charge is based solely on a blended hourly rate for the Department safety officer that accommodates straight time and overtime costs. The Firing Range will be operated under the direction of the Department safety officer. Each Municipality shall adhere to all instructions issued by the Department safety officer. Each Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to $80.79 per hour or $646.32 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from a Municipality provide instruction at the Police Academy under a separate agreement between the County and said Municipality, the Commissioner of the Department or his duly authorized designee may provide such Municipality

with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

Your Committee has been advised that the County has entered into a number of IMAs since 2008 with municipalities throughout Westchester to use the Firing Range for firearms training, which your Honorable Board last authorized on June 1, 2020 by Act No. 91-2020. As some of the existing IMAs are set to expire on July 31, 2025, the County desires to enter into new IMAs in order to continue the practice of offering the Firing Range to the Municipalities and providing firing range training services. The program has proven successful, and it is recommended that the County continue this valuable program.

The Planning Department has advised that the proposed amendment to the retainer agreement 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. 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 not less than a majority of the members of your Honorable Board.

Your Committee believes that the continued support of these worthwhile programs is in the best interests of the County. Accordingly, after due consideration, your Committee recommends adoption of the annexed proposed Act.

Dated: , 2025.

White Plains, New York

COMMITTEE ON

C: MCZ 06.30.2025

FISCAL IMPACT STATEMENT

SUBJECT: Firing Range-IMAs ☐ 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 $ 10,000

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-38-3000-9230

Estimated revenue received from municipal police departments for use of WC DPS firing range.

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: 2026-$10,000; 2027-$10,000; 2028-$10,000; 2029-$10,000

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services **Reviewed By:** Budget Director

Department: Public Safety

Date: February 11, 2025 **Date:** 5/14/25

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into inter-municipal agreements with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law, in order to have public safety employees from such Municipalities utilize the County's Firing Range located at the County's Police Academy in Valhalla, New York, for firearms training.

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

Section 1. The County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), is authorized to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations, as defined in Article 5-G of the New York State General Municipal Law (individually, "Municipality," and collectively, "Municipalities"), in order to have public safety employees from such Municipalities utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training.

§2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, each Municipality will pay a flat fee of Six Hundred and Thirty ($630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. This charge is based solely on a blended hourly rate for the Department safety officer that accommodates straight time and overtime costs. The Firing Range will be operated under the direction of the Department safety officer. Each Municipality shall adhere to all instructions issued by the Department safety officer. Each Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to $80.79 per hour or $646.32 per eight (8) hour tour. Anyone attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from a Municipality provide instruction at the Police Academy under a separate agreement between the County and said Municipality, the Commissioner of the Department or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

§3. The IMAs will be for a period up to five (5) years commencing upon execution and expiring on July 31, 2030. Each party shall have the right to terminate the agreement on thirty (30) days' written notice to the other.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 25, 2025

Westchester County Board of Legislators
800 Michaelian Office Building, Room 800
White Plains, NY 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA would be for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2025, in the total aggregate amount of Two Hundred Twenty Thousand ($220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand ($110,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

Based on the importance of this program, your favorable action on the proposed Act is respectfully requested.

Sincerely,

Kenneth W. Jenkins
County Executive

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 ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers (the "Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA will be for a term commencing retroactively on January 1, 2025 and expiring on June 31, 2025, in the total aggregate amount of Two Hundred Twenty Thousand ($220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand ($110,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau, by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has 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. 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 carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

s/MG/6-2025

FISCAL IMPACT STATEMENT

SUBJECT: Sixth Grade Leadership Academy ("Program") ☐ **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 $ 110000

Total Current Year Revenue $ 0

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 $ 110,000.00

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program, which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end of the year conference. City of Yonkers required to provide $110,000.00 cash match.

Contract Period 01/01/205-12/31/2025

Potential Related Revenues: Annual Amount $ 0

Describe: ____

____

____

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

Current Year: $0

____

____

Next Four years: NA

____

____

____

WESTCHESTER COUNTY
2025 JUN 26 P 2:32
COUNTY ATTORNEY

6/30/25

Prepared by: Gregg Peterson

Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: _____

Budget Director

7/1/25

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 the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2025 and expiring on December 31, 2025, for a total amount of Two Hundred Twenty Thousand ($220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand ($110,000) Dollars payable by the County plus a 100% match from the Municipality.

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

SECTION 1. The County of Westchester ("County"), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2025, in the total aggregate amount of Two Hundred Twenty Thousand ($220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand ($110,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

§ 2. 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.

§ 3. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT ("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

THE CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 285 Nepperhan Avenue, Yonkers, New York 10701 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled "Sixth Grade Leadership Academy" (the "Program"); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.; and

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule "A" attached hereto and made a part hereof (the "Work").

SECOND: The term of this Agreement shall commence January 1, 2025 and terminate December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The total aggregate cost of the work shall be Two Hundred Twenty Thousand ($220,000) Dollars, comprised of an amount not to exceed One Hundred Ten Thousand ($110,000) Dollars payable by the County plus a 100% match from the Municipality. The amount payable by the County shall be payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "**B**". Except as otherwise expressly stated in this Agreement, no payment shall

be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, 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 Municipality exceed the not-to-exceed amount set forth above.

The Municipality expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Municipality in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Municipality will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Municipality. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reduction of services if such consent is not granted. The Municipality is solely responsible for any over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Municipality hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Municipality shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Municipality for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Municipality.

FOURTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules 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 each of these schedules accurately and completely.

1.) Schedule "D" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

2.) Schedule "E" — "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.

3.) Schedule "F" – Westchester County Youth Bureau Sample Corrective Action Request

This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

FIFTH: The Municipality shall procure and maintain insurance coverage as specified in Schedule "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. 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.

SIXTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 specified in Schedule "B."

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 County 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 ten (10) days 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 Director 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 hereunder shall be effective on the date of receipt.

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

EIGHTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: 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.

TENTH: All notices given pursuant to this Agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
112 E. Post Road, 3rd floor
White Plains, New York 10601

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

to the Municipality: City of Yonkers
285 Nepperhan Avenue,
Yonkers, New York 10701

or to such other addresses as may be specified by the parties hereto in writing.

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 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.

TWELFTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

THIRTEENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

FOURTEENTH: 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 express 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.

FIFTEENTH: 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.

SIXTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

THE CITY OF YONKERS

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2025-XX on the XX day of XXX, 2025.

Approved:

_____
Sr. Assistant County Attorney
The County of Westchester
s/MG/YOB/ IMA YONKERS 6TH GRADE LEADERSHIP 138244 Jun 2025

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

_____
Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ 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

_____ 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 _____, 20___, 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/she is the _____ of said municipal corporation.
(Title)

_____
Notary Public County

SCHEDULE "A"

(TO BE INSERTED)

SCHEDULE "B"

(TO BE INSERTED)

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:
All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

Type of Funding	Name of Form	Form Number
West. County BOL	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

Type of Expense	Back-up Documents
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
Stipend (prior approval req.)	Time Sheet and Proof of Payment
OTPS /Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau
112 East Post Road, 3rd Floor
White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

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. The 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.

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.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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of $1,000,000.00 per occurrence/3,000,000 aggregate). 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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

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.

SCHEDULE "D"

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 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);

[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.

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.

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

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 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.

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]

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 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.

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 "F"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ **1st Notice** ☐ **2nd Notice** ☐ **Final Notice**

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

☐ Monthly Statistical Report(s) are outstanding.
☐ Quarterly Statistical Report(s) are outstanding.
☐ Annual Report is outstanding.
☐ Failure to respond to site visit request(s).
☐ Failure to submit fiscal claim(s).

Program Monitor Notes:

SAMPLE

Kenneth W. Jenkins
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Airport Advisory Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Gregory Elders, 329 Roaring Brook Road, Chappaqua, New York as a member of the Westchester County Airport Advisory Board, for the term June 18, 2025 to December 31, 2027.

Given under my hand
and seal this 18th day
of June, 2025.

Kenneth W. Jenkins
County Executive

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestercountyny.gov
Telephone: (914) 995-2900

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 18, 2025

Mr. Gregory Elders
329 Roaring Brook Road
Chappaqua, NY 10514

Dear Gregory,

It is my pleasure to appoint you to serve as a member of the Westchester County Airport Advisory Board, effective today, Wednesday, June 18, 2025. This appointment is for a term to expire on December 31, 2027.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed. Please contact the Department of Public Works and Transportation at (914) 995-2548 for the date, place, and time of the upcoming meeting for your participation.

According to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Hugh Greechan, Commissioner, Dept. of Public Works & Transportation

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2900 Email: CEO@westchestercountyny.gov

Gregory Elders

ge12@mac.com / +1 347 393 2156 / gregoryelders.com

EDUCATION

London School of Economics, London, England
Masters of Science in Environmental Policy, Planning and Regulation, August 2006

Cornell University, *School of Arts and Sciences*, Ithaca, New York
Bachelor of Arts in Economics, May 2002

WORK EXPERIENCE

Canbury Insights, New York, NY — January 2025 – present
Director, Head of North America

- Lead U.S. and Canada business development for an AI-powered sustainability consultancy startup
- Advise investors and companies on navigating evolving sustainability and stewardship expectations
- Develop robust sustainability research and reporting systems to achieve regulatory compliance
- Align sustainability strategies with financial performance goals to drive long-term value creation

Joele Frank, New York, NY — August 2019 – November 2024
Managing Director, Environmental, Social and Governance (ESG) Advisory

- Grew ESG practice to >$7mn in sales through identifying and prospecting new and current clients
- Advised 300+ companies across all sectors on sustainability strategy, implementation and goal setting
- Oversaw management, hiring and training of 10-person team to meet business growth needs
- Led climate offering from building emission inventories to developing and implementing carbon goals
- Trained client teams across functions on meeting evolving sustainability regulations and practices
- Assisted boards, executives, sustainability and other functions on understanding ESG expectations
- Highly successful in raising company profiles to demonstrate leadership and attract green capital

J.P. Morgan, New York, NY — July 2018 – July 2019
Index Research – ESG Analyst

- Led development, construction and marketing of the *J.P. Morgan ESG* fixed income indices
- Managed implementation of product updates across developer, research and marketing teams
- Published investment research supporting the *JESG Indices* analyzing financial and ESG drivers
- Coordinated cross-research department *J.P. Morgan Perspectives* publication on ESG topics

Bloomberg, New York, NY and London, England — July 2011 – June 2018
Bloomberg Intelligence Environmental, Social and Governance Senior Analyst

- Generated $1-2mn in annual new business sales, plus additional client retention, through ESG research
- Top-rated ESG research analyst publishing on topics including *low-carbon transition, green bonds, water scarcity, gender diversity, Asia governance reforms, executive pay, industry ESG primers*
- Built quantitative ESG models: carbon stranded assets valuation, ESG scorecard, governance risk
- Identified corporate sustainability leaders and laggards based on policies, practices and performance
- Educated clients on risks/returns across asset classes about climate change, water, safety, etc.
- Presented at investment conferences, moderated panels, commented for TV and international media

Trucost, London, England — May 2006 – December 2008
Head of Research, Executive Committee Member

- Directed and trained 16-member environmental investment research department in London and India
- Advised asset managers and pension funds on reducing sustainability risks and corporate engagement
- Devised low environmental impact funds for clients including UBS, Merrill Lynch, and GLG Partners
- Authored studies and analysis for the Carbon Disclosure Project and the UK Environment Agency

Merrill Lynch, New York, NY June 2002 – June 2005
Government Derivatives Strategist, Assistant Vice President

Developed trade ideas regarding US Treasury, swap, futures, and options markets
Co-authored weekly reports and market commentaries for distribution to clients, sales team, and traders

DESIGNATIONS AND DISTINCTIONS

Trustee: New Castle Historical Society; Communications Committee Chair (2019-present)
Committee Member: New Castle Airport Advisory Committee (2024-present, co-chair);
Emerging Markets investor Alliance – ESG Committee (2019);
UK Sustainable Investment Forum – Analyst Committee (2013-14)
Adjunct Professor: Vaughn College of Aeronautics and Technology, graduate and undergraduate Environmental Management
IRRI Survey Ranking: #1 Ranked SRI Analyst 2017, #2 for 2016, #3 for 2015 & 2014
Awards: ***Sustainability Product Innovation:*** Carbon Risk Valuation Tool; ***"Paid to Ponder" Award***: Merrill Lynch

COUNTY OF WESTCHESTER
OATH OF OFFICE
For Appointees to County Boards and Commissions

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, GREGORY ELDERS-ALKALAY do solemnly swear (or affirm) that I will support
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Westchester County Airport Advisory Board in and for the
(Print or Type Board Name)

County of Westchester, according to the best of my ability.

Date: July 9, 2025 Gregory Elders-Alkalay
(Signature)

Sworn to and subscribed before me this 9 **day of** July, 2025.

Maria L. Blessing
(Signature)

Maria L. Blessing
(Print or Type Name)

Notary for NY State
(Title of Official Administering Oath)

Maria L. Blessing
Notary Public, State of New York
Reg. No. O1BL6426896
Qualified in Westchester County
Commission Expires 12/20/2025

Mail **original** Oath of Office to Office of Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

RECEIVED
COUNTY EXECUTIVE'S OFFICE
JUL 11 2025

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Airport Advisory Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Zach Silber, 23 Woodland Road, Bedford, New York as a member of the Westchester County Airport Advisory Board, for the term June 18, 2025 to December 31, 2027.

Given under my hand
and seal this 18th day
of June, 2025.

Kenneth W. Jenkins
County Executive

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestercountyny.gov
Telephone: (914) 995-2900

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 18, 2025

Mr. Zach Silber
23 Woodland Road
Bedford, NY 10506

Dear Zach,

It is my pleasure to appoint you to serve as a member of the Westchester County Airport Advisory Board, effective today, Wednesday, June 18, 2025. This appointment is for a term to expire on December 31, 2027.

Your appointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed. Please contact the Department of Public Works and Transportation at (914) 995-2548 for the date, place, and time of the upcoming meeting for your participation.

According to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Hugh Greechan, Commissioner, Dept. of Public Works & Transportation

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995 2900 Email: CEO@westchestercountyny.gov

Zach Silber
Data-Driven Public Affairs Leader
Specializing in Infrastructure & Land Use

Professional Experience

Storm King Holdings | *Principal* | August 2023 – Present

- Founded an investment firm focused on media and communications companies at the intersection of business, politics, and culture.
- Partner with organizations to leverage data and insights for sustainable growth in political and cultural landscapes.
- Launched a data analytics platform to assist infrastructure developers with community engagement, stakeholder sentiment, and political risk.

Avoq | *Senior Advisor* | August 2023 – Present

- Provide strategic counsel on public engagement for major infrastructure policies and initiatives.
- Advise Fortune 500 companies, NGOs, and governments on aligning corporate, stakeholder, and community goals.
- Lead M&A taskforce to assess, acquire, and integrate strategic investments.

Kivvit (acquired by Coral Tree Partners) | *Chief Strategy Officer* | March 2012 – August 2023

- Directed the firm's merger with Subject Matter, creating one of the nation's largest independent strategic communications and government relations firms.
- Co-founded the Insights & Analytics division, delivering award-winning research for Fortune 500 clients, NGOs, and governments.
- Led the firm's national infrastructure and land use practice.

Past Client Work

- **Sustainable Aviation Fuels**: Developed stakeholder engagement and reputation management strategies for a leading SAF technology company.
- **Major Airline**: Advised on regulatory dynamics surrounding LaGuardia Airport's perimeter rule.
- **Private Aviation Company**: Supported IPO and customer acquisition strategy.
- **Northeast Labor Union**: Designed public affairs campaigns to support PANYNJ capital projects, including LGA, JFK, and EWR rebuilds.
- **Westchester County Land Use Projects**: Supported public affairs strategies for three major projects, including engagement with elected officials, stakeholders, media, and the public.

The Recorder News | Advisory Board Member | February 2024 – Present

- Helped launch a nonprofit news organization serving Northern Westchester after the sudden closure of the *Bedford Record-Review* and other county newspapers.
- Secured underwriting from Fortune 500 companies to ensure the paper's financial sustainability.
- Advised on community engagement to support independent journalism.

COUNTY OF WESTCHESTER
OATH OF OFFICE
For Appointees to County Boards and Commissions

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, Zachary Silber (Print or Type Name) do solemnly swear (or affirm) that I will support the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Airport Advisory Board (Print or Type Board Name) in and for the County of Westchester, according to the best of my ability.

Date: 7/1/25

(Signature)

Sworn to and subscribed before me this 1 day of July, 2025.

(Signature)

Timothy C. Idoni

(Print or Type Name)

County Clerk

(Title of Official Administering Oath)

Mail **original** Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing within thirty (30) days of the commencement of the term of office or the notice of appointment.

RECEIVED
COUNTY EXECUTIVE'S OFFICE
2025 JUL 1 A 11:50

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 10, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board enact the attached "AN ACT authorizing the County of Westchester to request party status in New York State Electric & Gas Corporation's electric and gas rate cases currently pending before the New York State Public Service Commission."

The New York State Electric & Gas Corporation ("NYSEG") a regulated utility providing electric and gas services in Westchester County, is currently in the last year of a three-year authorization, to increase rates annually for gas and electric services in the Upstate New York and Westchester region. This increase was authorized by the New York State Public Service Commission ("the Commission") in 2023, leading NYSEG to post significant annual revenue and income gains, while County residents have struggled with necessities.

NYSEG recently submitted a petition to the Commission requesting authorization to increase gas and electric rates starting May 1, 2026. The proposed increase would cause electricity and gas rates to rise by 23.7% and 33.5%, respectively. The Commission will decide on the final rates after a months-long administrative process.

As a part of this administrative process, the Commission allows interested municipalities, like the County, to become parties in a utility company's rate case. Unlike members of the public, parties in a rate case can contribute to the development of a complete record in a proceeding by conducting discovery, submitting testimony and other formal written comments, and participating in evidentiary hearings and conferences. Accordingly, to best advocate on behalf of County residents, it is necessary for Westchester County to request party status in NYSEG's electric and gas rate cases currently pending before the Commission (25-E-0375 and 25-G-0378).

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Act.

Sincerely,

Kenneth W. Jenkins
County Executive

KWJ/nn
Enclosure

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-2900

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the County of Westchester (the "County") to request party status in New York State Electric & Gas Corporation's ("NYSEG") electric and gas rate cases pending before the New York State Public Service Commission ("the Commission") (25-E-0375 and 25-G-0378).

Your Committee is aware that NYSEG, a regulated utility providing electric and gas services in Westchester County, is currently in the last year of a three-year authorization, to increase rates annually for gas and electric services in the Upstate New York and Westchester region. This increase was authorized by the Commission in 2023 and came shortly after the Commission authorized three years of increases in 2019. Over this six-year period, NYSEG has posted significant annual revenue and income gains, while County residents have struggled with necessities.

Your Committee is informed that NYSEG recently submitted a petition to the Commission requesting authorization to increase gas and electric rates starting May l, 2026. The proposed increase would cause electricity and gas rates to rise by 23.7% and 33.5%, respectively. The Commission will decide on the final rates after a months-long administrative process.

Your Committee is advised that the Commission allows interested municipalities, like the County, to become parties in a utility company's rate case. Unlike members of the public, parties in a rate case can contribute to the development of a complete record in a proceeding by conducting discovery, submitting testimony and other formal written comments, and participating in evidentiary hearings and conferences.

Your committee has determined that to best advocate on behalf of County residents, it is necessary for Westchester County to request party status in NYSEG's electric and gas rate cases (25-E-0375 and 25-G-0378).

Your Committee, after careful consideration of the subject matter, recommends adoption of this Act and recommends authorizing the County to submit the necessary forms and documentation to request party status in NYSEG's electric and gas rate cases pending before the Commission (25-E-0375 and 25-G-0378).

An affirmative vote of the majority of the Board is required to pass this legislation.

Dated: July ___, 2025
White Plains, New York

COMMITTEE ON

ALM-7/10/25

ACT NO. ___ - 2025

AN ACT authorizing the County of Westchester to request party status in New York State Electric & Gas Corporation's electric and gas rate cases currently pending before the New York State Public Service Commission.

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

Section 1. The County of Westchester is hereby authorized to request party status in New York State Electric & Gas Corporation's electric and gas rate cases currently pending before the New York State Public Service Commission (25-E-0375 and 25-G-0378).

§ 2. The County of Westchester, through a duly designated representative, is hereby authorized to submit the necessary forms and documentation to request party status in in New York State Electric & Gas Corporation's electric and gas rate cases currently pending before the New York State Public Service Commission (25-E-0375 and 25-G-0378).

§ 3. Effective date. This Act shall take effect immediately.

ALM-7/10/25

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

July 15, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your consideration is an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), as follows:

(1) to acquire the following real property on the southwest quadrant ("SW Quadrant") of the bridge over the Croton River on Quaker Bridge Road (the "Bridge") from the Village of Croton-on-Hudson (the "Village") for capital project RB03W – Quaker Bridge Road Over Croton River, Cortlandt (BIN3348560) ("RB03W"):

Parcel 1 - fee conveyance consisting of approximately 225 ± S.F. or 0.005± acres of land, which is portion of Section 68.18, Block 1, Lot 42 on the Tax Assessment Maps for the Village of Croton-on-Hudson,

Parcel 2 - fee conveyance consisting of approximately 570 ± S.F. or 0.013± acres of land, which is a portion of Section 79.06, Block 1, Lot 2, as shown on the Tax Assessment Maps for the Village of Croton-on-Hudson,

Parcel 3 - permanent easement consisting of approximately 3,622 ± S.F. or 0.083± acres of land, which is a portion of Section 68.18, Block 1, Lot 42 on the Tax Assessment Maps for the Village of Croton-on-Hudson, and

Parcel 4 - permanent easement consisting of approximately 576 ± S.F. or 0.013± acres of land, which is a portion of Section 79.06, Block 1, Lot 2 on the Tax Assessment Maps for the Village of Croton-on-Hudson.

(2) to execute a correction deed (the "Correction Deed") with regard to land in the northwest quadrant ("NW Quadrant") of the Bridge for RB03W, which will correct an error in the description of the premises conveyed in a prior deed (the "Prior Deed") by the County to the Village, dated July 26, 1979, and recorded in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 7575 of Deeds at Page 439; to remove approximately 1,865± S.F. or 0.043± acres of land on the NW Quadrant of the Bridge (the "NW Quadrant Land") from Section 68.18, Block 2, Lot 1, which the County and Village never intended to convey in the Prior Deed and was included in the Prior Deed in error.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914)995-2900 E-mail: ceo@westchestercountyny.gov

With regard to (1) above, the County needs to acquire the fee conveyance to Parcel 1 and Parcel 2 to install a wing wall for the new Bridge, which will replace the current Bridge.

Also, with regard to (1) above, the County needs to acquire the permanent easements to Parcel 3 and Parcel 4 to use as staging areas, access areas and/or work areas with regard to the construction, reconstruction, maintenance and repair of the new Bridge.

With regard to (2) above, the County needs to remove certain land from the Prior Deed, which the parties never intended to include in the Prior Deed. In particular, the County needs to remove the NW Quadrant Land from Section 68.18, Block 2, Lot 1. It was not the intention of County and the Village to include in the Prior Deed the NW Quadrant Land, which is directly adjacent to the Bridge and needed for the maintenance and repair of the Bridge.

In the Prior Deed, the County conveyed Parcel "C" and Parcel "D" to the Village, which parcels were depicted on a map entitled "Map of Land to be Acquired by the County of Westchester for County Use and purpose Being a Portion of the Croton Gorge Situate in the Town of Cortlandt and Village of Croton-on-Hudson, Westchester County, New York", prepared by Alexander Bunney dated February 23, 1979 and filed in the Office of the Clerk of the County of Westchester, Division of Land Records, on June 21, 1979 as Map number 19964 ("Map No. 19964").

Subsequent to the execution of the Prior Deed, Parcel "C" and Parcel "D" were combined into one section, block and lot number, known and designated on the Tax Assessment Maps for the Village as Section 68.18, Block 2 and Lot 1 ("SBL 68.18-2-1").

It was not the intention of the County and the Village to include in the Prior Deed the Adjacent NW Quadrant Land, which is a small area of land, directly adjacent to the Bridge and needed for the maintenance and repair of the Bridge.

In addition, while the Prior Deed requires the Village use the Parcel "C" and Parcel "D" solely and exclusively for municipal park and recreational purposes, the adjacent NW Quadrant Land was not used by the Village for municipal park and recreational purposes because it was never the intention of the Village to take from the County land it needed for the maintenance and repair of the Bridge. Consequently, the Correction Deed is needed.

The County is responsible under the Laws of Westchester County for the maintenance and repair the Bridge as follows:

> "The bridge over the Croton River on Quaker Bridge Road, in the Town of Cortlandt, ... shall be maintained and kept in repair by and at the expense of the county. If it becomes necessary in the repair of any of the said bridges to reconstruct the same, the county may reconstruct such bridge. Upon such determination, the County Board shall estimate the cost of such reconstruction and thereafter make available the necessary funds therefor, either by including such cost in the county budget or by the issuance of county obligations as provided by the Local Finance Law...." (emphasis added). *Section 209.101(1)(b) Laws of Westchester County.*

The Department of Public Works and Transportation ("Department") has advised that the Bridge, which was built in 1894 and has an annual daily traffic count ("AADT") of 925, is in need of replacement to maintain a safe roadway for the traveling public. In 2023 the New York State Department of Transportation gave the Bridge a condition rating of 3.79. This rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. The Bridge has continued to deteriorate and was closed in November 2024 due to its current condition. Approval of the Act is needed for capital project RB03W and to maintain and repair the Bridge.

In compliance with Section 191.41 of the Laws of Westchester County ("LWC"), the required report of the Planning Commissioner in support of this land acquisition is attached herewith. In addition, pursuant to LWC Section 167.131, on August 6, 2024, the Westchester County Planning Board approved capital project RB03W. A copy of the Planning Board Resolution is herewith attached.

Based on the importance of this project to the County, favorable action on the proposed Act is respectfully requested.

Sincerely,

Kenneth W. Jenkins
Westchester County Executive

KWJ/HJG/ran

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 of an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") as follows:

(1) to acquire the following real property on the south west quadrant ("SW Quadrant") of the bridge over the Croton River on Quaker Bridge Road (the "Bridge") from the Village of Croton-on-Hudson (the "Village") for capital project RB03W – Quaker Bridge Road Over Croton River, Cortlandt (BIN3348560) ("RB03W"):

Parcel 1 - fee conveyance consisting of approximately 225 ± S.F. or 0.005± acres of land, which is a portion of Section 68.18, Block 1, Lot 42 on the Tax Assessment Maps for the Village of Croton-on-Hudson,

Parcel 2 - fee conveyance consisting of approximately 570 ± S.F. or 0.013± acres of land, which is a portion of Section 79.06, Block 1, Lot 2, as shown on the Tax Assessment Maps for the Village of Croton-on-Hudson,

Parcel 3 - permanent easement consisting of approximately 3,622 ± S.F. or 0.083± acres of land, which is a portion of Section 68.18, Block 1, Lot 42 on the Tax Assessment Maps for the Village of Croton-on-Hudson, and

Parcel 4 - permanent easement consisting of approximately 576 ± S.F. or 0.013± acres of land, which is a portion of Section 79.06, Block 1, Lot 2 on the Tax Assessment Maps for the Village of Croton-on-Hudson.

(2) to execute a correction deed (the "Correction Deed") with regard to land in the northwest quadrant ("NW Quadrant") of the Bridge for RB03W, which will correct an error in the description of the premises conveyed in a prior deed (the "Prior Deed") by the County to the Village, dated July 26, 1979, and recorded in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 7575 of Deeds at Page 439; to remove approximately 1,865± S.F. or 0.043± acres of land on the NW Quadrant of the Bridge (the "NW Quadrant Land") from Section 68.18, Block 2, Lot 1, which the County and Village never intended to convey in the Prior Deed and was included in the Prior Deed in error.

Your Committee is advised that, with regard to (1) above, the County needs to acquire the fee conveyance to Parcel 1 and Parcel 2 to install a wing wall for the new Bridge, which will replace the current Bridge.

Your Committee is advised that, with regard to (1) above, the County needs to acquire the permanent easements to Parcel 3 and Parcel 4 to use as staging areas, access areas and/or work areas with regard to the construction, reconstruction, maintenance and repair of the new Bridge.

Your Committee is advised that, with regard to (2) above, the County needs to remove certain land from the Prior Deed, which the parties never intended to include in the Prior Deed. In particular, the County needs to remove the NW Quadrant Land from Section 68.18, Block 2, Lot 1. It was not the intention of County and the Village to include in the Prior Deed the NW Quadrant Land, which is directly adjacent to the Bridge and needed for the maintenance and repair of the Bridge.

Your Committee is advised, that, in the Prior Deed, the County conveyed Parcel "C" and Parcel "D" to the Village, which parcels were depicted on a map entitled "Map of Land to be Acquired by the County of Westchester for County Use and purpose Being a Portion of the Croton Gorge Situate in the Town of Cortlandt and Village of Croton-on-Hudson, Westchester County, New York", prepared by Alexander Bunney dated February 23, 1979 and filed in the Office of the Clerk of the County of Westchester, Division of Land Records, on June 21, 1979 as Map number 19964 ("Map No. 19964").

Your Committee is advised that, subsequent to the execution of the Prior Deed, Parcel "C" and Parcel "D" were combined into one section, block and lot number, known and designated on the Tax Assessment Maps of the Village as Section 68.18, Block 2 and Lot 1 ("SBL 68.18-2-1").

Your Committee is advised that it was not the intention of the County and the Village to include in the Prior Deed the Adjacent NW Quadrant Land, which is a small area, directly adjacent to the Bridge and needed for the maintenance and repair of the Bridge.

Your Committee is advised, that in addition, while the Prior Deed requires the Village use the Parcel "C" and Parcel "D" solely and exclusively for municipal park and recreational purposes, the adjacent NW Quadrant Land was not used by the Village for municipal park and recreational purposes because it was never the intention of the Village to take from the County land it needed for the maintenance and repair of the Bridge. Consequently, the Correction Deed is needed.

Your Committee is advised that the County is responsible under the Laws of Westchester County for the maintenance and repair the Bridge as follows:

> "The bridge over the Croton River on Quaker Bridge Road, in the Town of Cortlandt, ... shall be maintained and kept in repair by and at the expense of the county. If it becomes necessary in the repair of any of the said bridges to reconstruct the same, the county may reconstruct such bridge. Upon such determination, the County Board shall estimate the cost of such reconstruction and thereafter make available the necessary funds therefor, either by including such cost in the county budget or by the issuance of county obligations as provided by the Local Finance Law...." (emphasis added). *Section 209.101(1)(b) Laws of Westchester County.*

Your Committee is advised that the Department of Public Works and Transportation ("Department") has advised that has advised that the current bridge, which was built in 1894 and has an annual daily traffic count ("AADT") of 925, is in need of replacement to maintain a safe roadway for the traveling public. In 2023, the New York State Department of Transportation gave the bridge a condition rating of 3.79. This rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. The bridge has continued to deteriorate and was closed in November 2024 due to its current condition. Approval of the Act is needed for capital project RB03W and to maintain and repair the Bridge.

Your Committee is advised that, on or about June 30, 2025, legislation was submitted seeking to authorize the issuance of additional bonds of the County in the amount of Seventeen Million, Six Hundred Thousand ($17,600,000) Dollars to finance Capital Project RB03W - Quaker

Bridge Road Over Croton River, Cortlandt ("Bond Act No. 2025-297"). The Department of Planning has advised that an environmental review pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617, was undertaken and reported for Bond Act No. 2025-297.

The Department of Planning has advised that, in connection with the Bond Act No. 2025-297, your Honorable Board is required to make a determination that there will be no significant adverse impact on the environment. As such, Resolution No. 296-2025, which was previously submitted along with the Bond Act No. 2025-297, must be adopted prior to adopting the Act submitted herewith.

In compliance with Section 191.41 of the Laws of Westchester County ("LWC"), the required report of the Planning Commissioner in support of this land acquisition is attached herewith. In addition, pursuant to LWC Section 167.131, on August 6, 2024, the Westchester County Planning Board reviewed capital project RB03W and a copy of the Planning Board Report is herewith attached.

It should be noted that an affirmative vote of majority of the members of your Honorable Board is required in order to adopt the Act. Your Committee has carefully considered the proposed Act and recommends approval of the Act.

Dated: , 2025
White Plains, New York

COMMITTEE ON

c/ran 7-15-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03W ☐ **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

Fee conveyance, Easement acceptance, Deed correction: $10.00 346-46-RB03W-01-C OBJT 6050

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 **Reviewed By:**

Department: Budget DV 7/15/25 **Budget Director**

Date: 7/1/25 **Date:** 7/15/25

Westchester County

Memorandum
Department of Planning

TO: Rachel Noe, Associate County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: July 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR QUAKER BRIDGE ROAD BRIDGE - ACQUISITIONS AND CORRECTION DEED**

Pursuant to your request, the Planning Department has reviewed the proposed legislation, which involves the acquisition of approximately 795 square feet of real property and permanent easements over 4,198 square feet of land from the Village of Croton-on-Hudson, along with the execution of a correction deed to remove approximately 1,865 square feet of land from a 1979 transfer of land to the Village, in the vicinity of the bridge conveying Quaker Bridge Road over the Croton River, located on the border of the Village of Croton-on-Hudson and the Town of Cortlandt.

The above-referenced property actions are needed in order to replace the bridge, which is over a century old and in disrepair. The bridge replacement project is being funded under County Capital Project RB03W, which was classified as an Unlisted action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Full Environmental Assessment Form was prepared for the project and coordinated review was conducted on behalf of the Board of Legislators. Since these property actions are integral components of the bridge replacement project, the Board of Legislators must render a determination that the project will not have a significant adverse impact on the environment (i.e., a Negative Declaration) in accordance with SEQR, prior to approving this legislation.

Please contact me if you require any additional information regarding this document.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Gayle Katzman, First Deputy Commissioner, Department of Public Works & Transportation
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

WESTCHESTER COUNTY

Kenneth W. Jenkins, County Executive
Blanca P. Lopez, Commissioner
Department of Planning

Memorandum
Department of Planning

TO: Honorable Ken Jenkins
County Executive

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

DATE: June 30, 2025

SUBJECT: Acquisition of real property on the southwest quadrant of the bridge over the Croton River on Quaker Bridge Road from the Village of Croton-on-Hudson.

Pursuant to Section 191.41 of the Laws of Westchester County ("LWC"), this is the required report of the Commissioner of Planning on the proposed acquisition of the real property on the southwest quadrant ("SW Quadrant") of the bridge over the Croton River on Quaker Bridge Road located in the Village of Croton-on-Hudson. The SW Quadrant is made up four parcels which the County will acquire for several reasons in relation to replacing the bridge. The four parcels are the following:

Parcel 1 - consists of approximately 225 ± S.F. or 0.005± acres of land, which is part of Section 68.18, Block 1, Lot 42 on the tax assessment maps for the Village of Croton-on-Hudson,

Parcel 2 - consists of approximately 570 ± S.F. or 0.013± acres of land, which is part of Section 79.06, Block 1, Lot 2, as shown on the tax assessment maps for the Village of Croton-on-Hudson,

Parcel 3 - consists of approximately 3,622 ± S.F. or 0.083± acres of land, which is part of Section 68.18, Block 1, Lot 42 on the tax assessment maps for the Village of Croton-on-Hudson, and

Parcel 4 - consists of approximately 576 ± S.F. or 0.013± acres of land, which is part of Section 79.06, Block 1, Lot 2 on the tax assessment maps for the Village of Croton-on-Hudson.

The County needs to acquire these parcels to install a wing wall for the new Bridge, which will occur in Parcels 1 and 2, and to use as staging areas, access areas and/or work areas with regard to the construction, reconstruction, maintenance, and repair of the new Bridget which will occur in Parcels 3 and 4.

The County Planning Board, pursuant to Section 167.131 of the Laws of Westchester County ("LWC"), at their regular monthly meeting of August 6, 2024, adopted a resolution to adopt the 2025 Capital Projects Requests which included capital project **RB03W Quaker Bridge Road over Croton River, Cortlandt** which added $20.025M to this project for design, construction management and construction of the bridge.

Based on this record, I have no objection to the acquisition of these four parcels in the Village of Croton-on-Hudson.

cc: John Nonna, County Attorney
Tami Altschiller, Deputy County Attorney
Christopher Steers, Director of Real Estate
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner

RESOLUTION 24 30
WESTCHESTER COUNTY PLANNING BOARD

2025 Capital Project Requests
Adoption of Planning Board Report

WHEREAS, pursuant to Section 167.31 of the County Charter, the Planning Board must submit its recommendations with regard to the physical planning aspects of the proposed 2025 capital projects to the County Executive, Budget Director and Capital Projects Committee; and

WHEREAS, the Planning Department staff prepared a revised draft report on the 2025 capital project requests and provided it to the Planning Board for their review and consideration; and

WHEREAS, the Planning Board held a meeting on June 18, 2024 to discuss the draft report on the 2025 capital project requests; and

WHEREAS, any additional recommendations, comments and changes suggested by the Planning Board and contained within the minutes of the Planning Board's August 6, 2024 meeting shall be incorporated into the Planning Board Report on the 2025 Capital Project Requests; and

WHEREAS, the Planning Board finds that the proposed 2025 Capital Project Requests have been reviewed with respect to the adopted policies of the board including ***Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning***; now, therefore, be it

RESOLVED, that the Westchester County Planning Board, pursuant to Section 167.31 of the County Charter, adopts the Planning Board Report on the 2025 Capital Project Requests dated August 6, 2024 as amended by the comments contained in the minutes of the Planning Board's August 6, 2024 meeting.

Adopted this 6th day of August, 2024.

Richard Hyman, Chair

2025 Capital Project Requests

Adopted

Report of the
Westchester County Planning Board

August 6, 2024

George Latimer
County Executive

Richard Hyman
Chair

Westchester County Planning Board

August 6, 2024 version

RB03W Quaker Bridge Road over Croton River, Cortlandt (BIN 3348560)

FIVE YEAR CAPITAL PROGRAM (in thousands)

Funding Type	Estimated Total Project Cost	Appropriated	Expended or Obligated	2025	2026	2027	2028	2029	Under Review
Gross Amount	20,325	300	299	20,025	0	0	0	0	0
Less Non-County Shares									
Net County Amount	20,325	300	299	20,025	0	0	0	0	0

Project Description

This project will fund the replacement of the bridge with a proposed new, two-lane bridge without the current clearance restrictions.

2015: Study to determine the viable options and associated costs for the replacement of the bridge.

2025: Design, construction management and construction

Note: The design funding ($2,425,000) is currently pending a 2024 CBA.

Appropriation History

Year	Amount	Purpose
2015	300,000	Study

Justification

To maintain the County's infrastructure and provide a safe travelway.

Bridge Rating: 3.79 (2023)
AADT: 925

Consistency with Programs or Plans

This is a programmed project. The proposed project is consistent with "***Westchester 2025***", the County Planning Board's long-range planning policy document, as it will maintain existing transportation infrastructure and ease movement on travel routes.

Planning Board Analysis

PL2HP The Planning Board supports the proposed improvements. Planning Department staff will monitor the progress of design to address safety, aesthetic, and environmental planning concerns.

As per Westchester County policy, stormwater management must be addressed with every capital project where feasible. Designs should comply with the latest version of the NYS Stormwater Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control.

This project will be referred to the Westchester Historic Preservation Advisory Committee (HPAC) for their review and recommendations.

ACT NO. _____ - 2025

AN ACT authorizing the County of Westchester to acquire real property and permanent easements from the Village of Croton-on-Hudson and execute a correction deed, with regard to the replacement of the bridge over the Croton River on Quaker Bridge Road in the Village of Croton-on-Hudson, Town of Cortlandt.

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 acquire the following real property located in the Village of Croton-on-Hudson, Town of Cortlandt, county of Westchester, State of New York, from the Village of Croton-on-Hudson (the "Village") for the replacement of the bridge over the Croton River on Quaker Bridge Road in the Town of Cortlandt (the "Bridge"):

Parcel Area	Tax Map Number
Parcel 1 (Fee Conveyance) = 225± S.F. or 0.005± Acres	Section 68.18, Block 1, P/O Lot 42
Parcel 2 (Fee Conveyance) = 570± S.F. or 0.013± Acres	Section 79.06, Block 1, P.O. Lot 2

§2. The County is hereby authorized to accept the grant of a permanent easement on, over, through and across the following real property located in the Village of Croton-on-Hudson, Town of Cortlandt, county of Westchester, State of New York, from the Village for the County its officers, employees, agents and contractors to use for staging areas, access areas and/or work areas with regard to the construction, maintenance, and repair of the Bridge:

Parcel Area	Tax Map Number
Parcel 3 (Permanent Easement) = 3,622 ± S.F. or 0.083 ± Acres	Section 68.18, Block 1, P/O Lot 42
Parcel 4 (Permanent Easement) = 576± S.F. or 0.013± Acres	Section 79.06, Block , P/O/ Lot 2

§3. The County is hereby authorized to execute a correction deed with regard to land in the northwest quadrant ("NW Quadrant") of the Bridge, which will correct an error in the description of the premises conveyed in a prior deed (the "Prior Deed") by the County to the Village, dated July 26, 1979, and recorded in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 7575 of Deeds at Page 439; to remove approximately 1,865± S.F. or 0.043± acres of land on the NW Quadrant of the Bridge (the "NW Quadrant Land") from Section 68.18, Block 2, Lot 1, which the County and Village never intended to convey in the Prior Deed and was included in the Prior Deed in error.

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

§5. This Act shall take effect immediately.

Kenneth W. Jenkins
County Executive

July 21, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

On August 11, 2008, your Honorable Board enacted legislation in connection with "Capital Project BPL10 New Homes Land Acquisition" ("NHLA") to provide acquisition funding in support of the purchase and subsequent conveyance of approximately 2.4 acres of real property located at 100 College Avenue in the Village of Sleepy Hollow (the "Property"). The Property is improved by a building with one-hundred sixty-three (163) affordable rental units that affirmatively further fair housing (the "Affordable AFFH Units"), plus one superintendent unit, as well as parking and recreational areas ("Improvements" and together with the Property, and the Affordable Housing Units, collectively, the "Development"). All one-hundred sixty-three (163) Affordable AFFH Units are available to eligible households that earn at or below sixty percent (60%) of the Westchester County area median income ("AMI").

In particular, your Honorable Board approved Bond Act No. 133-2008 which authorized the issuance of bonds of the County of Westchester ("County") in an amount not-to-exceed $1,712,000 as part of Capital Project BPL10 to finance the acquisition and also approved Act No. 132-2008 which authorized the County to acquire and subsequently convey the Development to SH Affordable Housing Development Fund Company, Inc. as nominee for SH Housing Associates, LLC ("SH Housing").

Your Honorable Board is advised that in addition to the County funds, the Development was financed through the award of tax exempt bonds, an allocation of 4% Low Income Housing Tax Credits from New York State Homes and Community Renewal ("HCR") along with subsidy funding from HCR, and financial contributions made by SH Housing.

Pursuant to that certain Declaration of Restrictive Covenants, dated October 8, 2008, and recorded in the Westchester County Clerk's Office (the "DRC"), the Development is to remain affordable for a period of not less than fifty (50) years (the "Period of Affordability"). Presently, the Development is roughly 40% through the Period of Affordability. The DRC also contains a Right of First Refusal ("RFR") clause that grants your Honorable Board, at the time of a proposed conveyance, the right to purchase the Development or direct the sale of the Development to an affordable housing entity as the Board deems advisable for a consideration of $1.00.

The Department of Planning ("Planning") has advised that SH Housing now desires to convey the Development to Foundation for Affordable Housing, Inc. ("FFAH") and, in accordance with terms contained within the DRC, has requested the County's approval to permit such conveyance. FFAH is a 501(c)3 organization with over 25 years of experience, owning in excess of 25,000 affordable housing units in over 200 communities throughout the United States. Upon acquisition of the Development, FFAH will complete various improvements to the Development costing approximately $78,000 per

unit. These improvements will include accessibility upgrades and upgrades to the current property amenities to better serve the residents.

Planning has further advised that SH Housing and FFAH have also requested that the DRC be amended, contemporaneously with the conveyance of the Development to FFAH, in order to remove the RFR clause contained therein. At the time this Development closed in 2008, the County placed the RFR clauses on a few developments before the realization the RFR clause created issues for the developments to seeking financing. Most lenders will not permit the existence of an RFR clause because of the significant risk it poses to their lien in the event the County seeks to enforce it. In the case of this Development, the RFR clause is impairing FFAH's ability to secure the financing necessary to complete the acquisition of the Development and the improvements referenced above.

In consideration for amending the DRC, FFAH will agree to restart the Period of Affordability on the Development. The restarted Period of Affordability will commence on the day FFAH takes ownership of the Development and will continue for a period of not less than 50 years.

Therefore, Planning has requested that your Honorable Board authorize an amendment to the DRC in order to reflect the aforementioned extension of the Period of Affordability and to remove the RFR clause. Except as expressly specified herein, all other terms and conditions of the DRC will remain unchanged.

On April 1, 2008, the Westchester County Planning Board (the "Planning Board") adopted Resolution No. 2008-009 (the "Planning Board Resolution") to recommend funding to finance the acquisition and conveyance of the Development. Because no material change to the Development is contemplated by the proposed transfer and the amendment to the DRC, the Planning Board Resolution remains in full force and effect. However, it should be noted that the Planning Board was apprised of the proposed amendment as an information item at its February 4, 2025 meeting. The Planning Board Resolution and information item are annexed hereto for your Honorable Board's review.

Based on the foregoing, I respectfully recommend the adoption of the aforementioned Act.

Sincerely,

Kenneth W. Jenkins
County Executive

Attachments
KJ/BL/LG/SC

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") to approve the transfer of real property located at 100 College Avenue in the Village of Sleepy Hollow and amend that certain Declaration of Restrictive Covenants ("DRC") dated October 8, 2008, in order to extend affordability period and remove the Right of First Refusal ("RFR") clause contained therein.

Your Committee is advised that on August 11, 2008, your Honorable Board enacted legislation in connection with "Capital Project BPL10 – New Homes Land Acquisition" to provide acquisition funding in support of the purchase and subsequent conveyance of approximately 2.4 acres of real property located at 100 College Avenue in the Village of Sleepy Hollow (the "Property"). The Property is improved by a building with one-hundred sixty-three (163) affordable rental units that affirmatively further fair housing (the "Affordable AFFH Units"), plus one superintendent unit, as well as parking and recreational areas ("Improvements" and together with the Property, and the Affordable Housing Units, collectively, the "Development"). All one-hundred sixty-three (163) Affordable AFFH Units are available to eligible households that earn at or below sixty percent (60%) of the Westchester County area median income ("AMI").

In particular, your Honorable Board approved Bond Act No.133-2008 which authorized the issuance of bonds of the County in an amount not-to-exceed $1,712,000 as part of Capital Project BPL10 to finance the acquisition and Act No. 132-2008 which authorized the County to acquire and subsequently convey the Development to SH Affordable Housing Development Fund Company, Inc. as nominee for SH Housing Associates, LLC ("SH Housing").

Your Committee is advised that in addition to the County funds, the Development was financed through the award of tax exempt bonds, an allocation of 4% Low Income Housing Tax Credits from New York State Homes and Community Renewal ("HCR") along with subsidy funding from HCR, and financial contributions made by SH Housing.

Pursuant to the DRC, the Development is to remain affordable for a period of not less than fifty (50) years (the "Period of Affordability"). Presently, the Development is roughly 40% through

the Period of Affordability. The DRC also contains a Right of First Refusal ("RFR") clause that grants your Honorable Board, at the time of a proposed conveyance, the right to purchase the Development or direct the sale of the Development to an affordable housing entity as the Board deems advisable for a consideration of $1.00.

The Department of Planning ("Planning") has advised that SH Housing now desires to convey the Development to Foundation for Affordable Housing, Inc. ("FFAH") and, in accordance with terms contained within the DRC, has requested the County's approval to permit such conveyance. FFAH is a 501(c)3 organization with over 25 years of experience, owning in excess of 25,000 affordable housing units in over 200 communities throughout the United States. Upon acquisition of the Development, FFAH will complete various improvements to the Development costing approximately $78,000 per unit. These improvements will include accessibility upgrades and upgrades to the current property amenities to better serve the residents.

Planning has further advised that SH Housing and FFAH have also requested that the DRC be amended, contemporaneously with the conveyance of the Development to FFAH, in order to remove the RFR clause contained therein. At the time this Development closed in 2008, the County placed RFR clauses on a few developments before the realization the RFR clause created issues for the developments to seeking financing. Most lenders will not permit the existence of an RFR clause because of the significant risk it poses to their lien in the event the County seeks to enforce it. In the case of this Development, the RFR clause is impairing FFAH's ability to secure the financing necessary to complete the acquisition of the Development and the improvements.

Your Committee is advised that in consideration for amending the DRC, FFAH will agree to restart the Period of Affordability on the Development. The restarted Period of Affordability will commence on the day FFAH takes ownership of the Development and will continue for a period of not less than 50 years.

Therefore, Planning has requested that your Honorable Board authorize an amendment to the DRC in order to reflect the aforementioned extension of the Period of Affordability and to remove the RFR clause. Except as expressly specified herein, all other terms and conditions of the DRC will remain unchanged.

Your Committee is also advised that on April 1, 2008, the Westchester County Planning

Board (the "Planning Board") adopted Resolution No. 2008-009 (the "Planning Board Resolution") to recommend funding to finance the acquisition and conveyance of the Development. Because no material change to the Development is contemplated by the proposed transfer and the amendment to the DRC, the Planning Board Resolution remains in full force and effect. However, it should be noted that the Planning Board was apprised of the proposed amendment as an information item at its February 4, 2025 meeting. The Planning Board Resolution and information item are annexed hereto for your Honorable Board's review.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act ("SEQRA") have been met. Planning has advised that since the County's action merely involves the amendment of the DRC to remove the RFR clause and to facilitate the extension of the Period of Affordability for the existing Affordable AFFH Units, then with respect to SEQRA, this does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. As such, no environmental review is required.

After careful review, your Committee believes that the Act is in the best interest of the County and therefore recommends its adoption, noting that it requires no more than an affirmative vote of the majority of your Honorable Board.

Dated: , 2025
White Plains, New York

COMMITTEE ON
c/sc/7/11/25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL10 [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

100 College Ave, V of SH; approve real property transfer and remove right of first refusal

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 **Reviewed By:**

Department: Budget DV 7/15/25 **Budget Director**

Date: 7/15/25 **Date:** 7/16/25

Westchestergov.com

Memorandum
Department of Planning

TO: Leonard Gruenfeld, Program Director
Division of Housing and Community Development

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: March 19, 2025

SUBJECT: **SEQR DOCUMENTATION FOR OWNERSHIP TRANSFER AND COUNTY RIGHT OF FIRST REFUSAL RELEASE– COLLEGE ARMS APARTMENTS, VILLAGE OF SLEEPY HOLLOW**

Pursuant to your request for an environmental review of the above referenced action, the Planning Department has determined that no environmental review is necessary.

College Arms Apartments was constructed in 1969 and currently provides 164 units of affordable housing. It was rehabilitated in 2008 with financial assistance from multiple sources, including the County's New Homes Land Acquisition Fund. Under the County funding agreement, the units would remain affordable for a period of 50 years and the County had the right of first refusal if the property was ever transferred to another owner.

At this time, a new owner is proposed to take over the property, who intends to retain the units as affordable housing and provide some needed renovations. In order to secure financing for the purchase and renovations, the new owner has expressed the need for the County to relinquish its right of first refusal. The new owner will commit to extending the affordability period for 50 years from the current date.

Since the County's action merely involves the amendment of the Declaration of Restrictive Covenants to remove the right of first refusal clause with no change in use, with respect to the State Environmental Quality Review (SEQR) Act, this does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617 and no environmental review is required.

DSK/cnm
cc: Blanca P. Lopez, Commissioner
Claudia Maxwell, Principal Environmental Planner

Westchester County

Memorandum
Department of Planning

To: Honorable Members of the Westchester County Planning Board

From: Blanca P. Lopez
Commissioner
Department of Planning

Leonard Gruenfeld
Program Director– Community Development
Department of Planning

Re: **No-Action Item to the Planning Board –**
College Arms Apartments
100 College Avenue
Village of Sleepy Hollow

Date: January 22, 2025

College Arms Apartments (the "Development") in the Village of Sleepy Hollow was assisted by the County of Westchester ("County") through the New Homes Land Acquisition ("NHLA") and currently provides 164 units of affordable housing for families at or below 60% of the Westchester County Area Median Income ("AMI") including one unit for an employee. The Development was originally constructed in 1969 and rehabilitated in 2008 and includes 49 one-bedroom, 85 two-bedroom and 30 three-bedroom units in one ten-story building with parking and amenities.

The Development has approached the County seeking the approval by the County to permit the transfer of the development from an entity of Marathon Development to the Foundation for Affordable Housing ("FFAH"). FFAH, is a 501(c)3 organization in existence for over 25 years and owns in excess of 25,000 affordable housing units in over 200 communities throughout the United States. Simultaneously, at the time of the transfer they are also seeking a release of the County's Right of First refusal ("RFR") clause in the recorded Declaration of Restrictive Covenants ("DRC").

Upon acquisition of the Development by FFAH, approximately $78,000 per unit in improvements to the Development will be completed. These improvements include accessibility upgrades, kitchen cabinets, kitchen counters, doors, appliances, bathroom fixtures, flooring, painting, façade repairs, roof, solar panels, windows, boilers and outdoor improvements including a bike storage, dog park, outdoor fitness and children's play area.

At the time when this Development closed in 2008, the County included a RFR clause in the recorded DRC. In the event of a transfer of the Development, the Development must first be offered to the County for a consideration of $1. In addition, the property must be offered to the County for purchase for a consideration of $1 at the end of the affordability period. FFAH is requesting that this language be removed from the DRC as it inhibits their ability to seek

financing. This clause could potentially result in the Development being owned by the County and may pose significant risk to lenders who could see their liens disappear should the County enforce the RFR clause.

The County will proceed seeking the Board of Legislators approval of the transfer of the Development to FFAH from the current owner and to amend the existing DRC to remove the RFR clause so that the new ownership can seek financing. In return for the approvals, FFAH has offered to restart the County's 50-year affordability period on the day FFAH becomes the owner.

RESOLUTION 08- 009
WESTCHESTER COUNTY PLANNING BOARD

New Homes Land Acquisition Funding Request
100 College Avenue, College Arms Apartments
Village of Sleepy Hollow, New York 10591

WHEREAS, the County of Westchester has established a New Homes Land Acquisition ("NHLA") Program to assist in the acquisition of property associated with the development of affordable housing; and

WHEREAS, SH Housing Associates LLC, (the "Applicant") its successors or assigns, desires to purchase approximately 2.4 acres of land located at 100 College Avenue in the Village of Sleepy Hollow, identified on the tax maps as Section 115.15, Block: 2, Lots: 90 & 90.1 (the "Land"), which have been improved by 163 affordable rental units plus one superintendent unit built in 1972 (the "Improvements"). The Land and Improvements to be collectively known as the "Premises"; and

WHEREAS, the acquisition price for the Premises is $7,320,000; and

WHEREAS, the Applicant has requested that the County pay an amount not to exceed $2,040,000 from the NHLA Program to underwrite the cost of the Land in exchange for establishing a new period of long term affordability for the Premises; and

WHEREAS, the County's financial assistance will facilitate the rehabilitation of one hundred sixty three (163) affordable rental units which will be rented to households with annual incomes at or below 60% of the county's area median income plus one superintendent unit; and

WHEREAS, it is proposed that the County will acquire the Land and subsequently convey fee title to the Westchester Housing Land Trust, Inc. or to the Applicant, its successors or assigns for $1.00; and

WHEREAS, the units will remain affordable for a minimum period of 50 years or, if the Land is conveyed to the Westchester Housing Land Trust, Inc. which will subsequently grant a leasehold interest in the Land to the Applicant its successors or assigns, affordability will be in perpetuity as approved by the Board of Legislators; and

WHEREAS, the County will pay an amount not to exceed $2,040,000 for the Land from the current owner and the County expects to incur an additional $204,000 for soft costs related to the acquisition of the land, resulting in a total cost not to exceed $2,244,000; and

WHEREAS, this project remains consistent with and reinforces several of the goals of *Patterns*, by encouraging the development of "a range of housing types" affordable to all income levels and channeling development to centers where infrastructure can support growth and where public transportation can be provided; and

WHEREAS, the proposed development includes green technology that will aid in the reduction of CO_2 emissions into the environment such as energy efficient windows, roofing, high efficiency lighting design, heating, ventilation and air conditioning, exterior design features, energy star appliances, easily accessible recycling trash separation rooms; and

WHEREAS, the staff of the County Planning Department has reviewed the proposal and recommends funding the acquisition of the land pending all applicable approvals by the Village of Sleepy Hollow; now, therefore, be it

RESOLVED, that the Westchester County Planning Board supports the request to provide financial assistance to Applicant; its successors or assigns by utilizing NHLA Program funding, at a total cost not to exceed $2,244,000, to underwrite the cost of the Land in exchange for establishing a new period of long term affordability for the Premises all in the furtherance of preserving affordable housing which will remain affordable for a minimum of 50 years.

Adopted this 1st day of April, 2008.

Eileen Pilla, Vice Chair
Cheryl Winter Lewy, Chair

ACT NO. _____ - 2025

AN ACT authorizing the County of Westchester to approve the transfer of real property located at 100 College Avenue in the Village of Sleepy Hollow and enter into an amendment to the County Declaration of Restrictive Covenants for one hundred sixty-three affordable rental units located thereon, in order to delete the right of first refusal clause and extend the affordability period.

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 approve the transfer of real property located at 100 College Avenue in the Village of Sleepy Hollow, from SH Affordable Housing Development Fund Company, Inc. as nominee for SH Housing Associates, LLC to Foundation for Affordable Housing, Inc.

§2. The County is hereby further authorized to enter into an amendment to a County Declaration of Restrictive Covenants (the "DRC"), dated October 8, 2008, and previously authorized on August 11, 2008, by Acts No. 132-2008 and 133-2008, in order to reflect the extension of the period of affordability for an additional fifty (50) year period, and to delete the Right of First Refusal clause contained in the DRC.

§3. All of the remaining terms and conditions of the DRC, except as amended and ratified herein, shall remain in full force and effect.

§4. The County Executive or his duly 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.

Kenneth W. Jenkins
County Executive

July 11, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of $1,770,000 to finance the following capital project:

RPA04 – General Infrastructure Pathways and Trails II ("RPA04").

The Amended Bond Act, in the total amount of $2,100,000, would finance the cost of construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation and Conservation ("Department") has advised that the existing boardwalk crossing over Furnace Brook Stream was damaged during recent flood events and has since fallen into disrepair. Reconstructing this segment of the trailway has become critically important to ensure that local County residents can continue to safely access and enjoy this recreational facility.

Design is currently underway using in-house design staff and is expected to be completed by the end of the third quarter of this year. It is anticipated that construction will take approximately twelve months to complete and will begin after award and execution of the construction contracts.

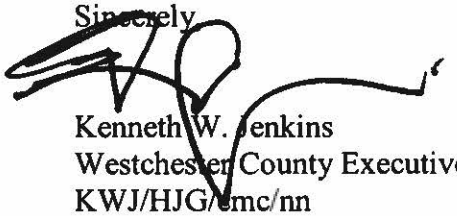
It should be noted that your Honorable Board has previously authorized the County to issue bonds for RPA04 as follows: Bond Act No. 126 - 2024 in the amount of $330,000, to finance the cost of design and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway. No bonds have been issued under Bond Act No. 126 - 2024.

Accordingly, it is now requested to amend Bond Act No. 126 - 2024 to increase the initial amount authorized thereunder by $1,770,000, for a total authorized amount, as amended, of $2,100,000, to expand the scope of services to include construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914)995-2900 E-mail: ceo@westchestercountyny.gov

Based on the importance of this project to the County, favorable action on the proposed Amended Bond Act is respectfully requested.

Sincerely,



Kenneth W. Jenkins
Westchester County Executive
KWJ/HJG/emc/nn

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 bond act (the "Amended Bond Act"), in the total amount of $2,100,000, to finance capital project General Infrastructure Pathways and Trails II ("RPA04"). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLC, will finance the cost of construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation and Conservation ("Department") has advised that the existing boardwalk crossing over Furnace Brook Stream was damaged during recent flood events and has since fallen into disrepair. Reconstructing this segment of the trailway has become critically important to ensure that local County residents can continue to safely access and enjoy this recreational facility.

Design is currently underway using in-house design staff and is expected to be completed by the end of the third quarter of this year. It is anticipated that construction will take approximately twelve months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for RPA04 as follows: Bond Act No. 126 - 2024 in the amount of $330,000, to finance the cost of design and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway. No bonds have been issued under Bond Act No. 126 - 2024.

Accordingly, it is now requested to amend Bond Act No. 126 - 2024 to increase the initial amount authorized thereunder by $1,770,000, for a total authorized amount, as amended, of $2,100,000, to expand the scope of services to include construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed capital project 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 Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: , 20____.
White Plains, New York

COMMITTEE ON

c/cmc/07.09.2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RPA04 ☐ **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 $ 2,100,000 **PPU** 15 **Anticipated Interest Rate** 3.55%

Anticipated Annual Cost (Principal and Interest): $ 184,552

Total Debt Service (Annual Cost x Term): $ 2,768,280

Finance Department: Interest rates from Munistat Services 7/16/25 - 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: 23

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 7/16/25

Reviewed By: [signature] 7/16/25

Budget Director

Date:

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: July 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RPA04 GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06-24-2025 (Unique ID: 2983)

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: Aside from the boardwalk reconstruction, other trailway improvements that may be funded under this project will be limited to rehabilitation of existing paths, restoration work, or minor improvements like the provision of signage or safety measures as needed.

DSK/cnm
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Dianne Vanadia, Associate Budget Director
Robert Lopane, Director of Program Development – PRC Planning
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: RPA04

ACT NO. -20____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED JUNE 17, 2024, IN RELATION TO IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, AT THE MAXIMUM ESTIMATED COST OF $2,100,000. (Adopted , 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of $330,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and construction management of improvements along the Briarcliff-Peekskill Trailway, pursuant to Act No. 126-2024 duly adopted on June 17, 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 June 17, 2024, entitled:

"ACT NO. 126-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $330,000 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 AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $330,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $330,000 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 $2,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,100,000 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; $2,100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction and construction management of the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway, including the preparation of preliminary plans and specifications, 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 $2,100,000. The plan of financing includes the issuance of $2,100,000 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. 19(c) 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 $2,100,000. 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 $2,100,000 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 June 17, 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 $2,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on June 17, 2024 and amended on _____, 20____)

object or purpose: to finance the construction and construction management of the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway, including the preparation of preliminary plans and specifications, 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: $2,100,000; 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

4001274.2 048034 LEG

CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
RPA04		06-16-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II	1, 9,
Category*	**Department:***	**CP Unique ID:**
RECREATION FACILITIES	PARKS, RECREATION & CONSERVATION	2983

Overall Project Description

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails. The work will include grading and drainage, surface material, footbridges and boardwalks, site furniture, signage, fencing and barrier rails, landscaping, pavement markings and other related site work.

☒ 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	2,100	330	1,770	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,100	330	1,770	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 62

Current Bond Description: This Project will fund construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,770,000
Cash:	0
Total:	**$ 1,770,000**

SEQR Classification:

TYPE II

Amount Requested:

1,770,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	330,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR THE RECONSTRUCTION OF A BROADWALK AND OTHER TRAILWAY IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY.
2025	1,770,000	FUNDS THE RECONSTRUCTION OF A BOARDWALK AND OTHER TRAILWAY IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY.

Total Appropriation History:
2,100,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
24	126	330,000	0	

Total Financing History:
330,000

Recommended By:

Department of Planning	**Date**
SEDR	06-24-2025
Department of Public Works	**Date**
RJB4	06-24-2025
Budget Department	**Date**
DEV9	06-25-2025
Requesting Department	**Date**
RCL3	07-02-2025

GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II
(RPA04)

User Department : Parks, Recreation & Conservation

Managing Department(s) : Parks, Recreation & Conservation ; 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	2,100	330	59	1,770					
Non County Share									
Total	2,100	330	59	1,770					

Project Description

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails. The work will include grading and drainage, surface material, footbridges and boardwalks, site furniture, signage, fencing and barrier rails, landscaping, pavement markings and other related site work.

Current Year Description

The current year request funds the reconstruction of a boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	1,770,000			1,770,000

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
2024	330,000	Design and construction management for the reconstruction of a broadwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.	DESIGN
Total	330,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	330,000		330,000
Total	330,000		330,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
125 24	330,000			330,000
Total	330,000			330,000

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Office of the County Attorney
John M. Nonna
County Attorney

July 1, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

Enclosed, pursuant to Act 77-2025, is the quarterly update for appointments and payments of special prosecutors.

Sincerely,

John M. Nonna
County Attorney

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-2660

Fax: 914-995-3132

APPOINTMENTS AS OF JULY 1, 2025

Attorney/Firm	Number of Cases Assigned	Amount Authorized to Date
Andrew Rubin	1	
Courtney McGowan	1	
Tobin, Bernardon & Wazny, LLP	19	$ 17,952.00
James Byrne	2	
Jeffrey A. Cohen	1	
Lisa Colosi Florio	1	
Jeffrey Gasbarro	1	
Joshua D. Martin	2	
Kevin Kennedy	1	
Mark J. Fitzmaurice	1	
Matthew Montana	1	
Michael Borrelli	10	
Patsy Bonanno	2	
Rachel J. Filasto	1	
Stefanie Denise	5	
Michael J. White	1	
Richard Ferrante	2	
Bronx County District Attorney's Office	1	
Dutchess County District Attorney's Office	3	
Kings County District Attorney's Office	1	
Nassau County District Attorney's Office	2	
Orange County District Attorney's Office	3	
Putnam County District Attorney's Office	2	
Queens County District Attorney's Office	14	
Rockland County District Attorney's Office	4	
Suffolk County District Attorney's Office	3	

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, 303 South Broadway Building Company, LLC. (“Applicant’) to amend the zoning code to allow multi-family residential units as a permitted use in certain OB zoned properties through a new overlay or “floating” zone, together with appropriate dimensional standards. The eligible properties would have a minimum of 5 acres and a maximum of 10 acres and be located north of I-287. The proposed action also includes the adaptive reuse of the existing two office buildings for a mixed-use residential development on the Property. There would be approximately 300-320 residential units (including 10% affordable plus 5% moderate income/workforce housing), and approximately 4,700-sf of retail, together with surface and enclosed parking, landscaping, recreation trails, stormwater management, sustainability features, and other site improvements. There would also be an addition to the rear of the building, two additional tiered levels above the existing building stepped back from the street, and an elevated parking deck on the north side of the building. The proposed Project would have a total of 402 parking spaces, which is a reduction from the existing 546 parking spaces used for the office buildings. The impervious coverage would be reduced by 35,000- sf. The proposed Project would provide a shuttle to the Metro-North Train Station. The Applicant will also develop a ½ acre park in the front along Route 9 and provide a connection to the future planned Riverwalk and other public benefits. The property is known as 303 South Broadway (Sheet I .100 – Block 65-Lot 2) in the Village of Tarrytown, Westchester County, NY. Please be advised that an Environmental Assessment has been prepared and is attached with the proposed petition to amend the zoning ordinance and proposed 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 has indicated that the Planning Board shall serve as Lead Agency pursuant to 6 N.Y.C.R.R. Part 617.

Name of Action: 303 South Broadway Building Company, LLC.

Date: June 23, 2025

SEOR Status: Type I Action

Description of Action: Amend the Village of Tarrytown zoning code to allow multi-family residential development as a permitted use in certain OB zoned properties and for site plan approval for the adaptive reuse of two office buildings for 300-320 multi-family residential units with a 4,700- sf retail component and parking.

Location: The site is located at 303 South Broadway, Tarrytown, NY. in the OB (Office Building) 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
nscalercio@tarrytownny.gov

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

INVOLVED AGENCIES:

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
Attn: 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: Chiefs

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

TVAC (Tarrytown Volunteer Ambulance Corp)
141 Franklin Street
Tarrytown, NY 10591
Attn: Jill Swanson

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

Tarrytown Housing Advisory Task Force
Attn: Alec Roberts
One Depot Plaza
Tarrytown, NY 10591

Consolidated Edison – Eastview Yard
315 Old Saw Mill River Road
Tarrytown, NY 10591

The Quay – Home Owners Association
261-299 South Broadway
Tarrytown, NY 10591

Tappan Court Apartments Corp.
1053 Saw Mill River Road, Suite 202
Ardsley, NY 10502

Scenic Hudson
J. Jeffery Anzevino
Director of Land Use Advocacy (Tarrytown Riverwalk)
85 Civic Center Plaza, Ste. 300
Poughkeepsie, NY 12601
janzevino@scenichudson.org

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

Village Agencies:

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

Anthony Giaccio, Village Administrator
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, NY 10591

Village Clerk Paula A. McCarthy
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, NY 10591

Mayor Jonathan Siegel
Village of Irvington
85 Main Street
Irvington, NY 10533

Lawrence Schopfer, Village Administrator
Village of Irvington
85 Main Street
Irvington, NY 10533

Village Clerk Katie Bugna
Village of Irvington
85 Main Street
Irvington, NY 10533

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

Michael Mills, Village Administrator
Village of Elmsford
15 South Stone Avenue
Elmsford, NY 10523

Village Clerk Antoinette Fiorenza
Village of Elmsford
15 South Stone Avenue
Elmsford, NY 10523

Town Agencies:

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

Town Clerk Emily Costanza
Town of Mt. Pleasant
One Town Hall Plaza
Valhalla, NY I0595

School District:

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

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
25 Moore Avenue
Mt. Kisco, NY 10549

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

NYS Agencies:

Kelly Turturro, Regional Director
New York State Department of Environmental Conservation
Division of Environmental Permits, Region 3
21 S. Putt Corners Road, New Paltz, NY 12561-1620

New York State Department of Environmental Conservation
Tarrytown Sub Office
220 White Plains Road – Suite 110, Tarrytown, NY 10591

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

NYS Department of Transportation, Region 8 – SEQR Unit
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

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

NYSHFA – Division of Community Housing Renewal
38-40 State Street
Hampton Plaza, Albany, NY 12207

NYS Office of Parks, Recreation and Historic Preservation
Field Services Bureau
Peebles Island State Park
P.O. Box 189
Waterford, NY 12188-0189

U.S. Department of Housing and Urban Development (HUD)
Jacob J. Javits Federal Building
26 Federal Plaza #3541, New York, NY 10278

Historic Hudson Valley
638 Bedford Road
Tarrytown, NY 10591

Federal Agencies:

FEMA-REGION II
26 Federal Plaza
Room 1337
New York, NY 10278

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

Other Agencies:

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

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

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: 303 South Broadway		
Project Location (describe, and attach a general location map): 303 South Broadway, Tarrytown, NY 10591 (see attached Figure SLM-1)		
Brief Description of Proposed Action (include purpose or need): The proposed action includes the adaptive reuse of the existing office building for a mixed-use residential development on the Property. There would be approximately 300-320 residential units (including 10% affordable plus 5% moderate income/workforce housing), and approximately 4,700sf of retail, together with surface and enclosed parking, landscaping, recreation areas, stormwater, sustainability features, and other site improvements. There would also be an addition to the rear of the building, two additional tiered levels above the existing building stepped back from the street, and an elevated parking deck on the north side of the building. The proposal would also provide a connection to the future planned RiverWalk and other public benefits. The proposed action also includes an amendment to the Village's Local Zoning Law to allow multifamily residential housing on certain properties within the OB zoning district through a new overlay or "floating" zone, together with appropriate dimensional standards. The proposed action also includes an amendment to the Village's Zoning Map to apply the new floating zone to the Property to facilitate the proposed redevelopment.		
Name of Applicant/Sponsor: 303 South Broadway Building Company LLC	Telephone: 212-619-6919 E-Mail: jb@amtrustre.com (Jonathan Bennett)	
Address: 250 Broadway, 30th Fl		
City/PO: New York	State: NY	Zip Code: 10038
Project Contact (if not same as sponsor; give name and title/role):	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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Tarrytown Village Trustees - Amendment to Local Zoning Law & Zoning Map	TBD
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Tarrytown Planning Board - Site Plan Approval	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	WCDOH - Sanitary Sewer Connection	TBD
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - Highway Work Permit	TBD
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?
Office Building (OB) 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? Proposed overlay/floating district to permit multifamily housing on certain sites in OB district

C.4. Existing community services.

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

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

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

d. What parks serve the project site?
Losee Park, Pierson Park, Village Park, Patriots Park, and Old Croton Trailway State 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)? Mixed use development with multi-family residential and retail

b. a. Total acreage of the site of the proposed action? 7.44 acres
b. Total acreage to be physically disturbed? 7.33 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.44 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: 18-24 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				+/- 300-320
At completion of all phases				+/- 300-320

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

If Yes,

A retail space of is proposed within the single building on-site.
The dimensions provided in this section are of the retail component.

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: ±10 height; ±66 width; and ±60 length

iii. Approximate extent of building space to be heated or cooled: ±4,700 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.

_____

_____

iv. 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: 39,710 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: 39,710 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: Yonkers Joint Treatment Plant (YJTP)
- Name of district: Saw Mill Sanitary Sewage 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 ±5.07 acres (impervious surface)

_____ Square feet or ±7.44 acres (parcel size)

ii. Describe types of new point sources. Stormwater will be discharged from the site via subsurface pipes connecting to the municipal storm sewer 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)?

The stormwater mitigation for the project consists of the reduction on impervious areas by approximately 10% of the existing conditions, which will help mitigate peak rates of runoff and volumes for proposed conditions. A series of water quality mitigation practices are proposed, for example, vegetated swales and bioretention systems prior to discharging stomwater into the existing municipal conveyance system as connected to under existing conditions

- If to surface waters, identify receiving water bodies or wetlands: N/A
- 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*

*TBD based on forthcoming traffic study.

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): The retail use on-site is anticipated to receive one box truck trip daily for deliveries.

iii. Parking spaces: Existing 546 Proposed 402 Net increase/decrease -144

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: The site driveway is proposed to be reconstructed without a median in the same location as the existing site driveway

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: The annual electric use will conform to the Village Code

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

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: 8 AM - 6 PM
- Saturday: 8 AM - 6 PM
- Sunday: None (City Noise Code §215-6.B)
- Holidays: None (City Noise Code §215-6.B)

ii. During Operations:

- Monday - Friday: Residential 24/7 Commercial TBD
- Saturday: Residential - 24/Commercial - TBD
- Sunday: Residential - 24/Commercial - TBD
- Holidays: Residential - 24/Commercial - TBD

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:

Temporary construction noise during permitted construction hours in accordance with Village Code.

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:

TBD (Lighting will be standard outdoor security and street, with high efficiency LED downlighting, in accordance with Village Code)

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):

General landscape maintenance and rodent control during operation.

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 _____ (unit of time)
- Operation : TBD 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: Recycling
- Operation: Recycling

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

- Construction: Non-recyclable construction waste to be disposed of in a licensed construction waste facility by a licensed contractor.
- Operation: Private carting service

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	±5.90	±5.07	-0.83
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• 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: Landscaped Areas	±1.54	±2.37	+0.83

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: There have been no reported spills/remedial actions at the proposed project site. Spills/remedial actions conducted adjacent to the property site are listed below.

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): 546031, 360017

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

546031: The disposal of PCB into the Hudson River has led to significant environmental damage as defined in 6 NYCRR Part 375. This site has been included in the Federal National Priorities List (NPL). The Lower Hudson River portion of the NPL site (from the Federal Dam in Troy to the Battery in New York City) has not been fully investigated to date. Preliminary sampling of sediment started in 2023 under an order between EPA and GE.

360017: Tappan Zee Bridge Landfill, South Broadway, Tarrytown (DEC Region 3) - It has been determined that the wastes disposed at this site were successfully removed and that no significant threat to the public health or environment

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? 23 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:

Uf	100 %
	%
	%

d. What is the average depth to the water table on the project site? Average: 11 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%:	87.8 % of site
☑ 10-15%:	5.6 % of site
☑ 15% or greater:	6.6 % 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? The location of the limits of the Hudson River are ±450 feet from project site. The project site and the Hudson River are separated by the Metro North MTA property. ☐ 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: NYSDEC Mapper predetermines 'Yes' for the subject property. The project site is located greater than a mile from a mapped Principal Aquifer (Saw Mill River) per the USGS Unconsolidated Aquifers of Upstate New York.

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

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): The project site is ±450 feet from the limits of the Hudson River which is designated as a Tidal River defined as an aquatic community with continuously flooded substrates supporting no emergent vegetation.

ii. Source(s) of description or evaluation: Tidal River

iii. Extent of community/habitat:

- Currently: 74,248.64 acres *Area predetermined by EAF Mapper
- Following completion of project as proposed: 74,248.64 acres *Area predetermined by EAF Mapper
- Gain or loss (indicate + or -): 0 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):

The project site is located ±450 feet from the limits of the Hudson River which is identified as a habitat containing Shortnose Sturgeon and Atlantic Sturgeon listed on the endangered or threatened species act.

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: Westchester County, Date: 1-30-90

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: Washington Irving Gardens, Tappan Zee Bridge

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

Washington Irving Gardens: Resource Evaluation USN 11950.000542, Tappan Zee Bridge: Resource Evalution USN 08748.000028 and 11950.000388

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

The project site does not contain a SHPO designated area. The subject site is within an Archaeological Buffer Area and has extensive previous disturbance.

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: Bronx River Parkway, Taconic State Parkway, Palisades Interstate Parkway

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): All above are listed as designated scenic byways

iii. Distance between project and resource: 4.62 mi., 4.48 mi., 4.60 mi. 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.

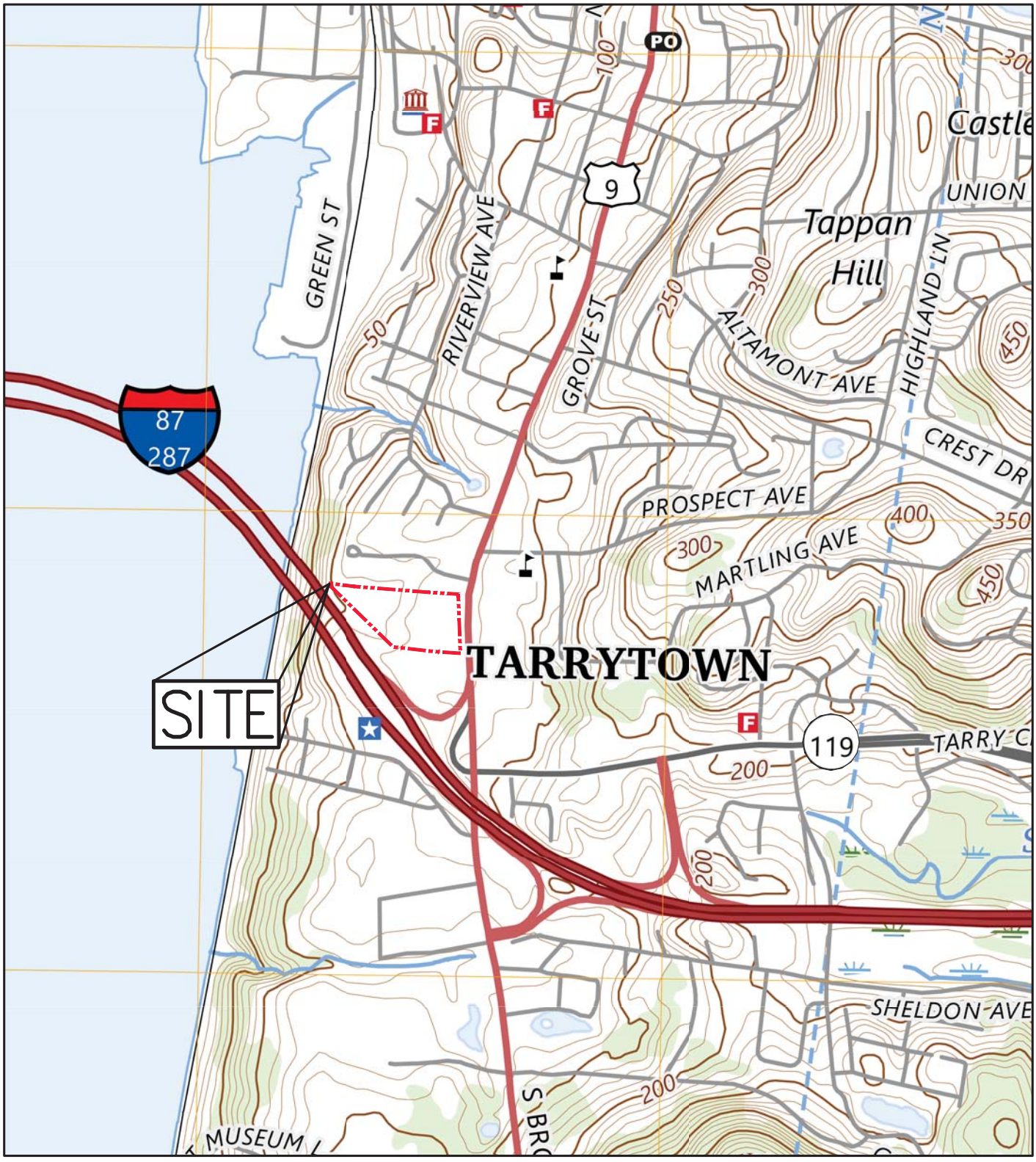
G. Verification

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

Applicant/Sponsor Name Robert Aiello, PE Date 4/10/2025

Signature _____ Title Principal

PRINT FORM



303 SOUTH BROADWAY — VILLAGE OF TARRYTOWN, NEW YORK

SITE LOCATION MAP

DATE: 03/2025 — JMC PROJECT: 22036

FIGURE: SLM-1 — SCALE: 1" = 1,000'

JMC

22036–COVER.dwg; SLM.tab

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 in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
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, 360017
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to 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]	
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Washington Irving Gardens, Eligible property:Tappan Zee Bridge
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

HARRIS BEACH MURTHA
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June 30, 2025

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Adriana M. Baranello
Associate
Direct: 914.298.3023
Fax: 914.683.1210
abaranello@harrisbeachmurtha.com

PILOT AGREEMENT

VIA FEDERAL EXPRESS
#3904-0528-9915
Ms. Stephanie Vanderpool
City Assessor
Mt. Vernon City Hall
1 Roosevelt Square North
Mount Vernon, New York 10550

Re:	Agency:	City of Mount Vernon Industrial Development Agency
	Occupant:	QWest Towers LLC
	Premises:	1 North Macquesten Parkway and 25 North Macquesten Parkway
	S/B/L:	Section: 164.68, Block: 1073, Lots: 20, 21, 24, 25 and 26

Dear Ms. Vanderpool:

On behalf of the City of Mount Vernon Industrial Development Agency, I have enclosed for you, as the Assessor of the jurisdiction within which the above-referenced Premises is located, a completed and signed "Application for Real Property Tax Exemption" on NYS Form RP-412-a with a copy of the underlying executed PILOT Agreement.

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,

Adriana M. Baranello

Enclosures
cc: Affected Taxing Jurisdiction Officials
indicated on Schedule A attached hereto (w/encs. – copies)

Via Certified Mail
9489-0090-0027-6674-8638-24
Westchester County Executive
Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail
9489-0090-0027-6674-8638-48
County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail
9489-0090-0027-6674-8638-62
Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail
9489-0090-0027-6674-8638-86
Mount Vernon City School District
Attn: Superintendent
165 North Columbus Avenue
Mount Vernon, New York 10553

Via Certified Mail
9489-0090-0027-6674-8639-09
Mount Vernon City School District
Attn: District Clerk
165 North Columbus Avenue
Mount Vernon, New York 10553

Via Certified Mail
9489-0090-0027-6674-8638-31
Westchester County Board of Legislators
Attn: Chair
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail
9489-0090-0027-6674-8638-55
Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail
9489-0090-0027-6674-8638-79
City of Mount Vernon
Attn: Mayor
Mt. Vernon City Hall
1 Roosevelt Square North
Mount Vernon, New York 10550

Via Certified Mail
9489-0090-0027-6674-8638-93
Mount Vernon City School District
Attn: President of the Board of Education
165 North Columbus Avenue
Mount Vernon, New York 10553

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Mount Vernon IDA
Street 1 Roosevelt Square North (City Hall)
City Mount Vernon, NY 10550
Telephone no. Day (914) 465-2994
Evening ( )
Contact Robin Mack
Title Director of Business Development

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Qwest Towers LLC
Street 1250 Waters Place, PH1
City Bronx, New York 10465
Telephone no. Day ( ) (914) 879-5750
Evening ( )
Contact Kathleen Bradshaw
Title Primary Contact

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 164.68-1073-20; -21, -24, -25 and -26
b. Street address 1 North Macquesten Parkway and 25 North Macquesten Parkway
c. City, Town or Village City of Mount Vernon
d. School District Mount Vernon
e. County Westchester
f. Current assessment N/A
g. Deed to IDA (date recorded; liber and page) Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) Property is site of proposed construction of 229 afordable residential rental units as described in attached PILOT Agreement
b. Type of construction Affordable Housing
c. Square footage
d. Total cost Approx. $163,000,000
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2059

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Please see attached PILOT Agreement

b. Projected expiration date of agreement June 30, 2059

c. Municipal corporations to which payments will be made

	Yes	No
County Westchester	☑	☐
Town/City City of Mount Vernon	☑	☐
Village	☐	☑
School District Mount Vernon	☑	☐

d. Person or entity responsible for payment

Name Qwest Towers LLC
Title Attn: Kathleen Bradshaw

Address 1250 Waters Place, PH1
Bronx, New York 10465

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement. No - IDA has a leasehold in the property pursuant to lease from Occupant (lease/leaseback transaction)

Telephone (914) 879-5750

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☑ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on June 30, 2025 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Shawyn Patterson-Howard (Name), Chairperson (Title) of City of Mount Vernon Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

June 26, 2025
Date

X _____
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____
Date

_____
Assessor's signature

Execution Version

CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY

AND

QWEST TOWERS LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Street Address:
1 North Macquesten Parkway
25 North Macquesten Parkway
Mount Vernon, New York

Tax Map Number(s):
Section: 164.68, Block: 1073, Lots 20, 21, 24, 25 and 26

Affected Taxing Jurisdictions:
County of Westchester
City of Mount Vernon
Mount Vernon City School District

Dated as of June 1, 2025

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT, dated as of June 1, 2025 (the "Agreement"), is by and between the **CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at Mount Vernon City Hall, 1 Roosevelt Square North, Mount Vernon, New York 10550 (the "Agency"), and **QWEST TOWERS LLC**, a New York limited liability company with offices at 1250 Waters Place, PH1, Bronx, New York 10465 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 786 of the Laws of 1976 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project consisting of: (1) the Agency taking title, possession or control (by deed, lease, license or otherwise) of certain land located at 1 North Macquesten Parkway and 25 North Macquesten Parkway, Mount Vernon, New York (Section: 164.68, Block: 1073, Lots 20, 21, 24, 25 and 26) and any lands located in the City of Mount Vernon and occupied by license or easement during construction or improved by third parties for the benefit of the Project (the "Land"); (B) the construction, improving, maintaining and equipping on the Land of: (i) two buildings containing an aggregate of approximately 229 affordable residential rental units, (ii) associated amenities, including laundry rooms and recreation space, and (iii) approximately 3,000 square feet of commercial space, and (iv) the residential rental units will be provided to tenants earning up 80% of area median income ("AMI"), and one unit will be a superintendent's unit (the "Improvements"); and (C) the acquisition and installation in and around the Land and Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Facility and lease said Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of June 1, 2025 (as may be amended, supplemented and/or modified from time to time, the "Leaseback Agreement"), between the Agency as lessor and the Company as lessee; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County (the "County"), the City of Mount Vernon (the "City") and the

Mount Vernon City School District (the "School District"; and, collectively with the County, and the City, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the Agency by the taxable status date (**May 1, 2026**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes (as defined below) commencing with the (i) the **2027** County and City tax year, and (ii) the **2027-2028** School District tax year. The Agency shall provide courtesy notice to the Lender and Investor Member that the RP-412-a has been filed. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, City and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes.

B. Agreement to Make Payments. As long as the Facility is owned by or leased to the Agency or under its jurisdiction, control or supervision, the Company shall pay, or cause to be paid, an amount equal to the PILOT Payment, (the "PILOT Payment"). The Company shall make all payments due hereunder without further notice or invoicing from the Agency, any Affected Tax Jurisdiction or any other party.

(i) The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the RPTL and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on July 1 ("Payment Date") of each year beginning on **July 1, 2027** (for the benefit of the Affected Taxing Jurisdictions), as an in lieu of tax payment, an amount equal to the

PILOT Payments as set forth in this Section 1.1(B) for the periods described in Section 1.5.

(ii) (a) Timing of Payments: For purposes of this PILOT Agreement, each payment hereunder:

i. From the date of this PILOT Agreement and at all times prior to December 31, 2026 (i.e. for County and City Tax years 2025, and 2026, and School District Tax years 2025-2026 and 2026-2027), the Company shall make payments in the amounts, and the in the manner as if this Agreement were not in effect, and as if the Agency did not have a leasehold interest in the Facility.

ii. In Construction Year 3 and Construction Year 4 (County and City tax years 2027 and 2028 and School District tax years 2027-2028 and 2028-2029), the PILOT Payment shall be an amount equal to 100% of Land Taxes.

iii. For PILOT Years 1 through 30 ,the PILOT Payment shall be equal to the Shelter Rent multiplied by ten percent (10%) (the "PILOT Term"). The term "Shelter Rent" shall mean the total rents received from the occupants of the Facility minus the cost of providing electricity, gas, heat and other utilities but shall not include (A) the cost of any insurance in connection with the Facility or (B) any utility or related costs incurred by any tenants or other occupants residing at the Facility.

iv. From and after January 1, 2059 with respect to the County and City, and from and after July 1, 2059 with respect to the School District, the Company shall make payments in the amounts, and the in the manner as if this Agreement were not in effect, and as if the Agency did not have a leasehold interest in the Facility as of the Taxable Status Date for City and County tax year 2059, and School District tax year 2059-2060.

(b) The PILOT Payment shall be calculated on a calendar year.

(c) The PILOT Payments required hereunder shall be made in arrears to the Agency each July 1 during the term hereof. In order to calculate the PILOT Payments, the Company agrees to provide unaudited financial statements to the Agency by March 15 of each year of the PILOT Term together with a certificate executed by the Company's chief financial or other similar officer showing the Company's calculation of the PILOT Payment.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes

would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to an alternative allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the City budget and School District year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment (the "Increased PILOT Payment"). The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the Increased PILOT Payment until a different Total PILOT Payment shall be established. If a lesser Total PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next installment of the PILOT payment(s) pursuant to this Agreement.

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2027** City and County tax year through the **2058** City and County tax years, and (ii) the **2027-2028** School District tax year through the **2058-2059** School District tax year. This PILOT Agreement shall expire on **December 31, 2058** with respect to the City and County, and **June 30, 2059** with respect to the School District. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full, calculated based on the assessed value established by the City's assessor, in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company, and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section 1 herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 During the term of this Agreement, the Company shall not have the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall not be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall not be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section 1 hereof within thirty (30) days of the Payment Date ("Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any event of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions), pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section 1 and Section 2 herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section 1 herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month; and, with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this PILOT Agreement to be observed or performed (except as set forth in Section 6.1(i), 6.1(ii) and 6.2 immediately above) and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence.

Section 7 - Assignment. Subject to Section 9.1(d), no portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section 8 - Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:
City of Mount Vernon Industrial Development Agency
Mount Vernon City Hall
1 Roosevelt Square North
Mount Vernon, New York 10550
Attn: Robin Mack
Email: RMack@ci.mount-vernon.ny.us

With a copy to:
Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Christopher A. Andreucci, Esq.
Email: candreucci@harrisbeach.com

To the Company:
Qwest Towers LLC
1250 Waters Place, PH1
Bronx, New York 10465
Attn: Joseph Simone

With a copy to:
Stagg Group
P. O. Box 9
Purchase, New York 10577
Kathleen Bradshaw, Esq.
Email: KBradshaw@stagggroup.com

And to:
Simone Development Companies
1250 Waters Place
Bronx, New York 10461
Attn: Brian Reardon, Vice President - Development
E-Mail: breardon@simdev.com

And to:
Goldstein Hall PLLC
80 Broad Street, Suite 303,
New York, New York 10004
Attn: Jason Labate
E-mail: jlabate@goldsteinhall.com

To the Lender:	Bank of America Community Development Banking One Bryant Park, NY1-100-34-05 New York, New York 10036 Attn: Lisa Awaya Email: lisa.awaya@bofa.com
With a copy to:	Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Aviva Yakren, Esq. Email: ayakren@sidley.com
If to the Investor Member:	Red Stone Equity – Fund 109 Limited Partnership 90 Park Avenue, 28th Floor New York, New York 10016 Attn: Chris Murray, Managing Director Acquisitions Email: chris.murray@rsequity.com
With a copy to:	Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 190 Chicago, Illinois 60605 Attn: Bennett P. Applegate Sr., Esq. Email: bapplegate@att-law.com

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Failure by the Agency to provide notice to the Investor Member shall not waive the Agency's rights and remedies under this PILOT Agreement and shall not subject the Agency to any liability whatsoever.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in the Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither any member, officer, employee, agent (other than the Company) or servant of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (other than the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or

through the Agency or any such successor, all such liability of such members, officer, agents (other than the Company), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

Section 9 - Fee and Leasehold PILOT Mortgage.

9.1 The Company shall grant and convey to the Agency a performance mortgage to be recorded and be a lien upon the Land and Improvements (the "PILOT Mortgage"). The form of PILOT Mortgage is attached as Exhibit B. The PILOT Mortgage shall at all times be subject and subordinate in right of lien to any Approved Lien (as defined in the Leaseback Agreement); *provided, however*, said subordination of the lien of the PILOT Mortgage is expressly conditioned upon the Obligations, as defined therein, having a priority right of payment over amounts payable under such Approved Lien. The agency shall reasonably cooperate with any lender(s) regarding the subordination of its PILOT Mortgage by entering into a written subordination agreement in recordable form, provided that such subordination agreement excludes the Company's obligation to make each Total PILOT Payment as and when due in accordance with the terms and conditions of this Agreement, which covenants shall remain superior to the lender's mortgage and other security instruments following the recording of such subordination. Upon the expiration of this Agreement, the Agency shall discharge, in a writing in recordable form, the PILOT Mortgage.

9.2 (a) The Agency will deliver to the Lender (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement.

(b) The Agency will at all times perform, observe and comply with all other terms, covenants and conditions of this Agreement to be performed, observed or complied with by the Agency under the Leaseback Agreement.

(c) At any time after the Lender receives notice from the Agency of a default by the Company under this Agreement, the Lender may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other action the Company would have the right to pay, perform, or take under the Agreement which the Lender deems necessary or desirable to cure such default. The Lender may exercise its rights under this paragraph (c) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (c), the Lender will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Lender, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Lender. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Lender shall have thirty (30) days

for a monetary default and sixty (60) days in the case of any other default, after notice to Lender of such default, to cure or cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of such Lender as if the same had been done by the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, said time period shall be extended as long as Lender continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days.

(d) Notwithstanding any provision of this PILOT Agreement to the contrary, neither (i) the foreclosure of a mortgage or any sale to an Affiliate of Lender of the Company's interest in this PILOT Agreement and/or the Facility by Lender, in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this PILOT Agreement and/or the Facility to Lender by virtue of or in lieu of foreclosure or other appropriate proceedings nor (ii) the transfer by Lender to an Affiliate following such foreclosure or transfer-in-lieu (either of the foregoing sub-clauses (i) or (ii), a "Lender Transfer") shall require the consent of the Agency so long as (A) the Lender or Affiliate continues to exercise due diligence to cure any and all defaults under the Project Documents and (B) the Lender or Affiliate is diligently seeking a third-party purchaser for the Project. Notwithstanding the foregoing, permanent disposition of the Company's interest in this PILOT Agreement from the Lender or its Affiliate to any such third-party purchaser shall require the consent of the Agency. If the duration of the Lender Transfer is for a period of greater than one hundred twenty (120) days, the Lender or Affiliate shall provide written confirmation to the Agency of compliance with the Project Documents not less than every one hundred twenty (120) days, while the Lender or its Affiliate holds the Company's interest in this PILOT Agreement.

As used in this Section 9.2(d): (i) "Affiliate" shall mean a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, such Person (which includes the Lender); (ii) "Person" shall mean any individual, limited liability company, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity; (iii) the term "control" (including the related terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Lender), whether through the ownership of voting securities, by contract or otherwise; and (iv) Prohibited Person shall mean (i) any Person identified on the OFAC List, (ii) any other Person or foreign country or agency thereof with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America or (iii) any Person whom is prohibited from doing business with the party or parties to the Loans and the municipality in which the Land is located.

(e) The Agency will deliver to the Investor Member (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement. At any time after the Investor Member receives notice from the Company of a default by the Company under this Agreement, the Investor Member may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other

action the Company would have the right to pay, perform, or take under the Agreement which the Investor Member deems necessary or desirable to cure such default. The Investor Member may exercise its rights under this paragraph (e) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (e), the Investor Member will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Investor Member, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Investor Member; provided, however, that failure by the Agency to provide notice to the Investor Member shall not in any way waive the Agency's rights or remedies under this Agreement, nor shall it subject the Agency to any liability whatsoever. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Investor Member shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Investor Member of such default, to cure or cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of such Investor Member as if the same had been done by the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, at the sole discretion of the Agency, said time period shall be extended as long as Investor Member continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days.

[The Balance of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Name: Shawyn Patterson-Howard
Title: Chairperson

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 11th day of June, in the year 2025, before me, the undersigned, personally appeared **SHAWYN PATTERSON-HOWARD**, 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 (s)he 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.

_____
Notary Public

JOHAN S. POWELL
NOTARY PUBLIC, New York State
No. 02P06345179
Commission Expires July 18, 2028

[Signature Page to PILOT Agreement – 2 of 2]

QWEST TOWERS LLC,
a New York limited liability company

By: Qwest Affordable Managing Member LLC, its Managing Member

By: _____
Name: Joseph Simone
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~WESTCHESTER~~ BRONX)

On the 11th day of June, in the year 2025, before me, the undersigned, personally appeared **Joseph Simone**, 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 (s)he 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.

_____
Notary Public

SANDRA ROGOLINO
Notary Public, State of New York
No. 01RO0012122
Qualified in Westchester County
Commission Expires August 16, 2027

SCHEDULE A
to
PILOT Agreement dated as of June 1, 2025
between
City of Mount Vernon Industrial Development Agency
and
Qwest Towers LLC

PILOT Year	County and City Tax Year	School District Tax Year	PILOT Payment
Construction Year 1 (Current Tax Year)	2025	2025-2026	Not Subject to This Agreement
Construction Year 2 (Taxable Status Date: May 1, 2025)	2026	2026-2027	Not Subject to This Agreement
Construction Year 3	2027	2027-2028	100% of Land Taxes
Construction Year 4	2028	2028-2029	100% of Land Taxes
1	2029	2029-2030	Shelter Rent x 10%
2	2030	2030-2031	Shelter Rent x 10%
3	2031	2031-2032	Shelter Rent x 10%
4	2032	2032-2033	Shelter Rent x 10%
5	2033	2033-2034	Shelter Rent x 10%
6	2034	2034-2035	Shelter Rent x 10%
7	2035	2035-2036	Shelter Rent x 10%
8	2036	2036-2037	Shelter Rent x 10%
9	2037	2037-2038	Shelter Rent x 10%
10	2038	2038-2039	Shelter Rent x 10%
11	2039	2039-2040	Shelter Rent x 10%
12	2040	2040-2041	Shelter Rent x 10%

13	2041	2041-2042	Shelter Rent x 10%
14	2042	2042-2043	Shelter Rent x 10%
15	2043	2043-2044	Shelter Rent x 10%
16	2044	2044-2045	Shelter Rent x 10%
17	2045	2045-2046	Shelter Rent x 10%
18	2046	2046-2047	Shelter Rent x 10%
19	2047	2047-2048	Shelter Rent x 10%
20	2048	2048-2049	Shelter Rent x 10%
21	2049	2049-2050	Shelter Rent x 10%
22	2050	2050-2051	Shelter Rent x 10%
23	2051	2051-2052	Shelter Rent x 10%
24	2052	2052-2053	Shelter Rent x 10%
25	2053	2053-2054	Shelter Rent x 10%
26	2054	2054-2055	Shelter Rent x 10%
27	2055	2055-2056	Shelter Rent x 10%
28	2056	2056-2057	Shelter Rent x 10%
29	2057	2057-2058	Shelter Rent x 10%
30	2058	2058-2059	Shelter Rent x 10%

- The Agency interest in the Facility shall expire on **December 31, 2058** with respect to the County and City and **June 30, 2059**, with respect to the School District. The Company shall pay the **2059** City and County tax bill and the **2059-2060** School tax bill, and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.

- Does NOT include Special District Charges - City will send separate bill.

Exhibit A

Property Description

SCHEDULE A

Policy No: PROFORMA
File No.: BTA83723

LEGAL DESCRIPTION

COMPOSITE DESCRIPTION FOR TAX LOT 20 and TAX LOT 21:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York, known and designated as a portion of Lot No. 169 and a portion of Lot No. 168 on a certain map entitled, "Map of West Mount Vernon lying in the Town of Eastchester, County of Westchester and State of New York, dated June 27, 1851 and filed in the Register's Office of Westchester County, now County Clerk's Office of Westchester County, Division of Land Records, May 1, 1852 as Map No. 151, which when taken together, are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Mount Vernon Avenue with the easterly side of Macquesten Parkway North (formerly North Railroad Avenue); and

RUNNING THENCE along the said northerly side of Mount Vernon Avenue in a general easterly direction, a distance of 85.50 feet to a point;

RUNNING THENCE in a general northerly direction through Lot No.168 on a line drawn at right angles to said side of Mount Vernon Avenue, a distance of 80.24 feet to a point;

RUNNING THENCE from said point and in a general easterly direction and forming an interior angle with the last described line of 270 degrees, a distance of 14.50 feet to a point;

RUNNING THENCE from said point and in a general northerly direction and at a right angle with the last described line, a distance of 80.24 feet to the division line of Lot No. 169 and Lot No.170 on said map;

RUNNING THENCE along said division line and in a general westerly direction, 100.00 feet to a point on the easterly side of Macquesten Parkway North;

RUNNING THENCE in a general southerly direction along said side of Macquesten Parkway North, a distance of 160.48 feet to the point or place of **BEGINNING**.

COMPOSITE DESCRIPTION FOR TAX LOT 24, TAX LOT 25 and TAX LOT 26:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York, known as Lot No. 172 and the southwesterly half of Lot No. 173, on a certain map entitled, "Map of West Mount Vernon, lying in the Town of Eastchester, Westchester County, New York" filed for the Teutonia Homestead Association, by Gustavus A. Sacchi, dated June 25, 1851, and filed in the Office of the Register of Westchester County May 1, 1852 as Map No. 151, which when taken together, are bounded and described as follows:

BEGINNING at a point on the easterly side of Macquesten Parkway North, said point being northerly 320.96 feet from the intersection of the easterly side of Macquesten Parkway North and the northerly side of Mount Vernon Avenue;

RUNNING THENCE northerly along the easterly side of Macquesten Parkway North, 120.36 feet to a point;

RUNNING THENCE easterly and forming a right angle with Macquesten Parkway North and through Lot No. 173 on the above-mentioned map, 126.01 feet to a point;

RUNNING THENCE southerly and forming a right angle with the last described line, 40.12 feet;

RUNNING THENCE westerly and forming a right angle with the last described line, 0.13 feet to the easterly side of Lot No. 172;

RUNNING THENCE southerly and forming an interior angle of 270 degrees with the last described line, 80.24 feet to the division line between Lot No. 172 and Lot No. 171;

RUNNING THENCE westerly and along said division line, 125.88 feet to the point or place of **BEGINNING.**

Exhibit B

PILOT Mortgage

Execution Version

CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY

AND

QWEST TOWERS LLC

collectively, the Mortgagor

TO

CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY
(on behalf of the City of Mount Vernon, Mount Vernon City School District, and the County of Westchester[1]),

the Mortgagee

FEE AND LEASEHOLD PILOT MORTGAGE
Securing a Principal Indebtedness of $1,000,000.00

Dated:
As of June 1, 2025

Street Address:
1 North Macquesten Parkway and 25 North Macquesten Parkway
Mount Vernon, New York

Tax Map Number(s):
Section: 164.68, Block: 1073, Lots 20, 21, 24, 25 and 26

This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units each having its own separate cooking facilities.

[1] The City of Mount Vernon Industrial Development Agency is the recipient of payments-in-lieu of taxes made by Qwest Towers LLC for the benefit of, and allocation to, the County of Westchester, the City of Mount Vernon and the Mount Vernon City School District, pursuant to the terms of that certain Payment In Lieu of Tax Agreement, dated as of June 1, 2025, by and between the City of Mount Vernon Industrial Development Agency and Qwest LLC, a copy of which is attached hereto as Exhibit B.

PILOT MORTGAGE

THIS PILOT MORTGAGE made as of June 1, 2025 (as may be amended, supplemented and/or modified from time to time, the "Mortgage"), by and from the **CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at Mount Vernon City Hall, 1 Roosevelt Square North, Mount Vernon, New York 10550 (the "Agency") and **QWEST TOWERS LLC**, a New York limited liability company with offices at 1250 Waters Place, PH1, Bronx, New York 10465 (the "Company"; and, together with the Agency, the "Mortgagors" and each a "Mortgagor"), to the **CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY,** as mortgagee (in such capacity, the "Mortgagee"), on behalf of and for the benefit of the Affected Taxing Jurisdictions (as defined in the below referenced PILOT Agreement) ultimately receiving the payments to be made under Section 3.3 of that certain Leaseback Agreement dated as of [June 1, 2025], by and between the Agency and the Company (as may be amended, supplemented and/or modified from time to time, the "Leaseback Agreement"), and the Payment In Lieu of Tax Agreement dated as of June 1, 2025, between the Agency and the Company (as may be amended, supplemented and/or modified from time to time, the "PILOT Agreement").

WITNESSETH, that this Mortgage is solely to secure the obligation of the Company to make all payments and perform all other obligations of the Company for the benefit of the Agency and the Mortgagee under Section 3.3 of the Leaseback Agreement, the PILOT Agreement, and payment and performance of the obligations described herein (collectively referred to as the "Obligations"). For the avoidance of doubt, the term Obligations only includes the *payment* Obligation under Section 3.3 of the Leaseback Agreement and under the PILOT Agreement (and the cost of enforcement of the lien thereof) that are, by operation of law, senior in the right to payment to other encumbrances on the Facility. The Mortgagors, each for themselves and not the other, hereby mortgage to the Mortgagee all right, title and interest of such Mortgagors in and to the following described property (the "Mortgaged Property"):

ALL of the respective Mortgagor's right, title and interest in and to that certain plot, piece or parcel of land, with the buildings and improvements thereon erected or to be erected, situated, lying and being in the City of Mount Vernon, Westchester County, New York, as more particularly described on **Exhibit A** attached hereto;

TOGETHER with all right, title and interest of the Mortgagors in and to the land lying in the streets and roads in front of and adjoining said premises in an amount equal to the aggregate of all unpaid and defaulted Obligations;

TOGETHER with all right, title and interest of the Mortgagors in and to all fixtures, furnishings, fittings, appliances, machinery, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, together with any and all replacements thereof and additions thereto; and

BEING THE SAME PREMISES and interest therein leased by the Company to the Agency pursuant to that certain Lease Agreement, dated as of June 1, 2025 (as may be amended, supplemented and/or modified from time to time, the "Lease Agreement"), between Company as lessor, and the Agency as lessee, and which premises and interests therein are being leased by the

Agency back to the Company under the Leaseback Agreement, which such Lease Agreement and Leaseback Agreement, or memoranda thereof, are intended to be recorded in the office of the Westchester County Clerk prior to or contemporaneously with the recording of this Mortgage.

This Mortgage, when recorded, shall constitute a lien against each Mortgagor's right, title and interest in and to the Mortgaged Property (subject to all matters of record as of the date hereof) in an amount equal to any and all unpaid and defaulted Obligations up to a maximum amount of **One Million and 00/100 Dollars ($1,000,000.00)** plus the cost of the enforcement of the lien hereof.

AND excluding from the Mortgaged Property the Agency's Unassigned Rights (as defined in the Leaseback Agreement).

AND the Mortgagors, each for itself and not the other, covenants and agrees with the Mortgagee as follows:

1. That the Company will timely perform all of its obligations under the Leaseback Agreement and the PILOT Agreement and will timely pay all amounts due thereunder. In addition, the Company will maintain or cause to be maintained in good condition and repair the buildings and improvements executed or to be executed on the Mortgaged Property, and shall not commit or permit waste or permit any nuisance to exist thereon. If the Leaseback Agreement is severed this Mortgage shall be severed such that each portion of the Facility (as defined in the Leaseback Agreement) separately developed by a severed version of the Leaseback Agreement are encumbered by the portion of the Mortgage lien that relates to the maximum annual payment to be made under Section 3.3 of the Leaseback Agreement with respect to the severed portion of the Facility to be developed. The aggregate amount secured by all mortgage liens severed hereunder shall not exceed the maximum amount originally secured by this Mortgage.

2. That if any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the debt secured thereby), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees and all costs and disbursements incurred in connection with such litigation) shall be paid by the Company, together with late charges and interest, and any such sum and the interest thereon shall be a lien on the Company's right, title and interest in and to said Mortgaged Property, prior to any right, title to, interest in or claim upon said Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, the provisions of law respecting the recovery of costs, disbursements and allowance shall prevail unaffected by this covenant.

3. The Mortgagee's enforcement of its rights under this Mortgage shall be expressly subject to the limitation that no such rights may be exercised until the Company shall be in default in the making of any payment of the Obligations and the Company (or Lender) has failed to cure within the periods provided under the terms of the Leaseback Agreement of the PILOT Agreement for a period extending beyond the expiration of any applicable cure period.

4. The Company shall name the Agency as an additional insured, as its interests may appear, on any policy of hazard insurance required to be carried in connection with the Mortgaged Property, until the amounts secured by this Mortgage are paid in full. Insurance and condemnation proceeds are payable in accordance with the Leaseback Agreement.

5. The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereto or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to any obligations of the City of Mount Vernon or the State of New York, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the leasehold interests in the Facility.

Notwithstanding any provision of this Mortgage to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (A) the Agency shall have been requested to do so in writing by the Company or the Affected Tax Jurisdictions, and (B) compliance with such request is not reasonably expected to result in the incurrence by the Agency (or any member, officer, agent (except the Company) or employee of the Agency) of any liabilities, fees, expenses or other costs, unless the Agency shall have received from the Company or the Affected Tax Jurisdictions, as the case may be, security or indemnity satisfactory to the Agency, in its sole discretion, for protection against all such liabilities, however remote, and for the reimbursement of all such fees, expenses and other costs. This Mortgage shall in no way impair or adversely affect the Agency's Unassigned Rights.

6. An "Event of Default" as used herein shall have the meaning as set forth in the Leaseback Agreement.

7. (a) Subject to the provisions of the Leaseback Agreement and the provisions of Section 3 hereof, upon the occurrence and during the continuation of an Event of Default hereunder that continues beyond all applicable notice and cure periods, the Mortgagee may, in addition to any other rights or remedies available to it hereunder at law or in equity, take such action, as may be permitted by applicable law, as is necessary to protect and enforce its rights against each Mortgagor in and to the Mortgaged Property including, but not limited to, the following actions:

(i) Enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys, and dispossess the Company and its agents, employees and servants therefrom, and thereupon the Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat to the same extent and subject to the limitations applicable to the Company, (B) make alterations, additions, renewals,

replacements and improvements to or on the Mortgaged Property to the same extent and subject to the limitations applicable to the Company, and (C) exercise all rights and powers of the Company with respect to the Mortgaged Property, whether in the name of the Company or otherwise; the Mortgagors consent that in such instance the Mortgagee shall be its attorney-in-fact.

(ii) institute proceedings for the foreclosure of this Mortgage;

(iii) to the extent permitted by applicable law and the liens outstanding against the Mortgaged Property on the date hereof, sell or otherwise dispose of the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of the Mortgagors therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, in whole or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue to the full extent permitted by applicable law as a lien on the remaining portion of the Mortgaged Property; or

(iv) pursue such other remedies as the Mortgagee may have hereunder, under applicable law or in equity.

(b) The avails of any sale or other disposition made under or by virtue of this Section 7, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this paragraph or otherwise, shall be applied as follows:

First: To payment of the costs and expenses, including, but not limited to, necessary repairs, improvements, or environmental remediations, of any such sale or other disposition including reasonable out-of-pocket costs of the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and all expenses, liabilities and advances reasonably made or incurred by the Mortgagee under this Mortgage on all advances made by the Mortgagee, and all taxes required to be paid in connection with such sale or other disposition of the Mortgaged Property, except any taxes or other charges subject to which the Mortgaged Property shall have been sold;

Second: To the payment of the Obligations; and

Third: The surplus, if any, to the Company, or to whomsoever may be lawfully entitled to receive the same if not the Company upon ten (10) days prior notice to the Mortgagors.

(c) The Mortgagee may adjourn from time to time any sale by it under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for adjourned sale or sales and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) To the extent permitted by applicable law, no recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of the Mortgagors shall affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired.

(e) Upon the occurrence and during the continuation of an Event of Default hereunder that continues beyond all notice and cure periods, the Mortgagors, if an occupant of the Mortgaged Property or any part thereof, shall upon the Mortgagee's demand immediately surrender possession of the Mortgaged Property (or the portion thereof so occupied) to the Mortgagee.

(f) Prior to exercising any remedy hereunder, any Lender and Investor Member, as defined in Sections 6.1(a) and 6.3(c), respectively, of the Leaseback Agreement between the Agency and the Company, shall be afforded notice and the cure rights set forth in such section, as if such sections were set forth in full herein and the Agency shall accept such cure, as if the same had been cured by the Company.

8. To the extent permitted by applicable law, no remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver of such Event of Default or any acquiescence therein and every power and remedy given by the Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals, levies, fees or any other charges affecting the Mortgaged Property shall not constitute a waiver of the Company's obligations in making such payments and shall not obligate the Mortgagee to make any further payments.

9. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Mortgage should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the Mortgagee and the Company or any delay or omission on the part of the Mortgagee in exercising any rights hereunder or under any other document shall operate as a waiver.

10. Anything contained herein to the contrary notwithstanding (i) the Mortgagee hereby agrees that there shall be no recourse against the Agency for any liability to the Mortgagee arising in connection with any breach or default under this Mortgage or the Leaseback Agreement by the Company except to the extent the same is enforced against the rights, title and interest of the Agency in the Mortgaged Property and the Mortgagee shall look solely to the leasehold interest of the Agency relating to the Mortgaged Property in enforcing its rights against the Company under and in connection with this Mortgage or the Leaseback

Agreement, provided that (A) the foregoing provisions of this Section 10 shall not constitute a waiver, release or discharge of any of the obligations arising under, or of any of the terms, covenants, conditions, or provisions of, this Mortgage or the Leaseback Agreement, but the same shall continue until fully paid, discharged, observed, or performed, and (B) the foregoing provisions of this Section 10 shall not limit or restrict the right of the Mortgagee to name the Agency and/or the Company or any other Person as a defendant in any action or suit for a judicial foreclosure or for the exercise of any remedy under or with respect to this Mortgage or the Leaseback Agreement, or for injunction or specific performance. In addition, nothing contained in this Section 10 shall limit in any way the ability of the Mortgagee to enforce its rights or the rights of the Company against any person other than the Company under this Mortgage or the Leaseback Agreement.

11. The Agency agrees to cause this Mortgage to be recorded. To the extent the Agency is not exempt from the payment of any of the foregoing costs and expenses, the Company shall pay same.

12. All notices, certificates and other communication hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by a nationally recognized courier such as Federal Express, or by telecopy or other electronic means of communication, followed by prompt written confirmation thereof, or by such other means as shall provide the sender with documentary evidence of such delivery, or (B) delivery is refused by the addressee, as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates and other communication hereunder shall be delivered are as follows:

To the Agency:
City of Mount Vernon Industrial Development Agency
Mount Vernon City Hall
1 Roosevelt Square North
Mount Vernon, New York 10550
Attn: Robin Mack
Email: RMack@ci.mount-vernon.ny.us

With a copy to:
Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Christopher A. Andreucci, Esq.
Email: candreucci@harrisbeach.com

To the Company:
Qwest Towers LLC
1250 Waters Place, PH1
Bronx, New York 10465
Attn: Joseph Simone

With a copy to:	Stagg Group P. O. Box 9 Purchase, New York 10577 Kathleen Bradshaw, Esq. Email: KBradshaw@stagggroup.com
And to:	Simone Development Companies 1250 Waters Place Bronx, New York 10461 Attn: Brian Reardon, Vice President - Development E-Mail: breardon@simdev.com
And to:	Goldstein Hall PLLC 80 Broad Street, Suite 303 New York, New York 10004 Attn: Jason Labate E-mail: jlabate@goldsteinhall.com
To the Lender:	Bank of America Community Development Banking One Bryant Park, NY1-100-34-05 New York, New York 10036 Attn: Lisa Awaya Email: lisa.awaya@bofa.com
With a copy to:	Sidley Austin LLP 787 Seventh Avenue New York, NY 10019 Attn: Aviva Yakren, Esq. Email: ayakren@sidley.com
If to the Investor Member:	Red Stone Equity – Fund 109 Limited Partnership 90 Park Avenue, 28th Floor New York, NY 10016 Attn: Chris Murray, Managing Director Acquisitions Email: chris.murray@rsequity.com
With a copy to:	Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 190 Chicago, IL 60605 Attn: Bennett P. Applegate Sr., Esq. Email: bapplegate@att-law.com

Any party, by notice given hereunder to each of the other parties, may designate any further or different address to which subsequent notices, certificates or other communications to them shall be sent. Any notice hereunder may be given by counsel for a party with the same

force and effect as if given by such party. Failure by the Agency to provide notice to the Investor Member shall not waive the Agency's rights and remedies under this Mortgage and shall not subject the Agency to any liability whatsoever.

13. Terms with capitalized first initials used in this Mortgage shall have the meanings ascribed to such terms in the Leaseback Agreement unless the context otherwise requires. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires. The word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this Mortgage so requires.

14. The Mortgagors agree that it will not, at any time, insist upon or plead in any way the advantage of any appraisement, valuation, stay, marshaling of assets, extensions, redemption or moratorium law now or hereafter in force and effect so as to prevent, hinder or delay the enforcement of the provisions of this Mortgage or any rights or remedies, including foreclosure proceedings, the Mortgagee may have hereunder or by law or equity.

15. The Company represents and warrants that the Company has a good and insurable fee interest in the Mortgaged Property and that the Agency has a good and insurable leasehold interest in the Mortgaged Property pursuant to the Lease Agreement.

16. In the case of a foreclosure sale, the Mortgaged Property may be sold in one parcel.

17. This Mortgage may not be effectively waived, discharged, amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in a writing intended for such purpose and executed by the Mortgagee and the Mortgagors.

18. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Mortgage shall for any reason be finally held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal, or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Mortgage shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by any such holding or adjudication.

19. This Mortgage shall be governed by and construed in accordance with the laws of the State of New York, exclusive of New York's conflict of laws, rules and public policies. This Mortgage constitutes the final expression of the agreement between the Mortgagors and the Mortgagee with respect to its subject matter, and all prior and contemporaneous discussions, negotiations, drafts and agreements are hereby merged into and superseded by this Mortgage. Notwithstanding the foregoing, it is expressly agreed that the Leaseback Agreement and each of the Company's obligations thereunder shall survive the execution, delivery and recording of this Mortgage.

20. If any action or proceeding be commenced by or on behalf of the Mortgagee to foreclose this Mortgage, the Company agrees to pay to the Mortgagee its reasonable attorneys' fees and other expenses incurred in connection with such action or proceeding, and such amounts

shall be a lien on the Mortgaged Property prior to any right or title to, or interest in, or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage.

21. The rights of the Mortgagee under this Mortgage are independent of and cumulative to its rights, with respect to the collection of special assessments and special ad valorem levies, if any, lawfully assessed against the Mortgaged Property or any part thereof.

22. This Mortgage constitutes a security agreement under the New York Uniform Commercial Code ("UCC") with respect to any portion of the Mortgage Property which is personal property and the Mortgagee shall have all of the rights and remedies of a secured party thereby in addition to the rights and remedies granted by other applicable law or by this Mortgage. The Mortgagors agree to execute a UCC-1 Financing Statement to implement this provision.

23. So long as any portion of the obligations of the Company under the Leaseback Agreement shall remain outstanding, title to the Mortgaged Property and the lien of this Mortgage shall not merge, but shall always be kept separate and distinct.

24. The covenants contained in this Mortgage shall run with the land and bind the Mortgagors, and all subsequent owners, encumbrances, tenants and subtenants of the premises, and shall inure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the Mortgagee and all subsequent holders of this Mortgage.

25. Upon the termination of the Leaseback Agreement and the payment in full of all sums payable thereunder, the Mortgagee by acceptance of this Mortgage agrees to execute and deliver any and all instruments necessary and/or appropriate to discharge the lien of this Mortgage of record.

26. Severability. If this Mortgage contains any unlawful provision not an essential part of this Mortgage and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Mortgage without affecting the binding force of the remainder.

27. Section Headings. Section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Mortgage and in no way affect this Mortgage.

28. Maximum Principal Amount Secured by the Mortgage. Anything contained in this Mortgage to the contrary notwithstanding, this Mortgage secures the payment of $1,000,000.00 lawful money of the United States of America, individually or in the aggregate, together with the cost of enforcement of the lien hereof.

29. Discharge. This Mortgage and the lien and security interest created hereby shall be of no further force and effect, and the Agency (in its capacity as grantor of this Mortgage) and the Company shall be released from their respective covenants, agreements and obligations contained in this Mortgage upon the indefeasible payment in full of all of the Obligations and all

other sums secured by this Mortgage, or such earlier date that a letter of credit in form acceptable to the Agency securing the Obligations is provided.

30. Partial Release. This Mortgage shall be released for parcels being conveyed in a manner that releases them from the Leaseback Agreement.

31. Trust Fund; Lien Law. This mortgage is subject to the trust fund provisions of the New York Lien Law including, without limitation, Section 13 thereof.

32. Effective Date; Counterparts. This Agreement shall become effective on the Closing Date. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

33. Priority of Payment. Notwithstanding any provision to the contrary, this Mortgage shall be subordinate to the lien of any Approved Lien (as defined in the Leaseback Agreement); *provided, however*, said subordination of the lien of this Mortgage is expressly conditioned upon the Obligations, as defined herein, having a priority right of payment over amounts payable under any Approved Lien.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Mortgage to be executed in their respective names, all as of the date first above written.

CITY OF MOUNT VERNON INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Shawyn Patterson-Howard
Title: Chairperson

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 11th day of June, in the year 2025, before me, the undersigned, personally appeared **SHAWYN PATTERSON-HOWARD**, 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 (s)he 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.

_____
Notary Public

JOHAN S. POWELL
NOTARY PUBLIC, New York State
No. 02P06345179
Commission Expires July 18, 20 27

QWEST TOWERS LLC,
a New York limited liability company

By: Qwest Affordable Managing Member LLC, its Managing Member

By: _____
Name: Joseph Simone
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~WESTCHESTER~~ BRONX)

On the 11th day of June, in the year 2025, before me, the undersigned, personally appeared **Joseph Simone**, 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 (s)he 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.

_____
Notary Public

SANDRA ROGOLINO
Notary Public, State of New York
No. 01RO0012122
Qualified in Westchester County
Commission Expires August 16, 2027

Exhibit A

Land Description

SCHEDULE A

Policy No: PROFORMA
File No.: BTA83723

LEGAL DESCRIPTION

COMPOSITE DESCRIPTION FOR TAX LOT 20 and TAX LOT 21:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York, known and designated as a portion of Lot No. 169 and a portion of Lot No. 168 on a certain map entitled, "Map of West Mount Vernon lying in the Town of Eastchester, County of Westchester and State of New York, dated June 27, 1851 and filed in the Register's Office of Westchester County, now County Clerk's Office of Westchester County, Division of Land Records, May 1, 1852 as Map No. 151, which when taken together, are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Mount Vernon Avenue with the easterly side of Macquesten Parkway North (formerly North Railroad Avenue); and

RUNNING THENCE along the said northerly side of Mount Vernon Avenue in a general easterly direction, a distance of 85.50 feet to a point;

RUNNING THENCE in a general northerly direction through Lot No.168 on a line drawn at right angles to said side of Mount Vernon Avenue, a distance of 80.24 feet to a point;

RUNNING THENCE from said point and in a general easterly direction and forming an interior angle with the last described line of 270 degrees, a distance of 14.50 feet to a point;

RUNNING THENCE from said point and in a general northerly direction and at a right angle with the last described line, a distance of 80.24 feet to the division line of Lot No. 169 and Lot No.170 on said map;

RUNNING THENCE along said division line and in a general westerly direction, 100.00 feet to a point on the easterly side of Macquesten Parkway North;

RUNNING THENCE in a general southerly direction along said side of Macquesten Parkway North, a distance of 160.48 feet to the point or place of **BEGINNING**.

COMPOSITE DESCRIPTION FOR TAX LOT 24, TAX LOT 25 and TAX LOT 26:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York, known as Lot No. 172 and the southwesterly half of Lot No. 173, on a certain map entitled, "Map of West Mount Vernon, lying in the Town of Eastchester, Westchester County, New York" filed for the Teutonia Homestead Association, by Gustavus A. Sacchi, dated June 25, 1851, and filed in the Office of the Register of Westchester County May 1, 1852 as Map No. 151, which when taken together, are bounded and described as follows:

BEGINNING at a point on the easterly side of Macquesten Parkway North, said point being northerly 320.96 feet from the intersection of the easterly side of Macquesten Parkway North and the northerly side of Mount Vernon Avenue;

RUNNING THENCE northerly along the easterly side of Macquesten Parkway North, 120.36 feet to a point;

RUNNING THENCE easterly and forming a right angle with Macquesten Parkway North and through Lot No. 173 on the above-mentioned map, 126.01 feet to a point;

RUNNING THENCE southerly and forming a right angle with the last described line, 40.12 feet;

RUNNING THENCE westerly and forming a right angle with the last described line, 0.13 feet to the easterly side of Lot No. 172;

RUNNING THENCE southerly and forming an interior angle of 270 degrees with the last described line, 80.24 feet to the division line between Lot No. 172 and Lot No. 171;

RUNNING THENCE westerly and along said division line, 125.88 feet to the point or place of **BEGINNING.**

Exhibit B

PILOT Agreement

[Attached]

###

HARRIS BEACH MURTHA
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACHMURTHA.COM

June 30, 2025

TAX AGREEMENT

VIA CERTIFIED MAIL
#9489-0090-0027-6674-8637-25
Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

Re: Verus McLean LLC, 345 McLean Housing Development Fund Corporation, and City of Yonkers Industrial Development Agency ("Agency"):

Tax Agreement and NYS Form RP-412-a, "Application for Real Property Tax Exemption"

Property: Section 1; Block 59; Lot 75 and Section 1; Block 59; Lot 76, City of Yonkers, New York

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, the Assessor of the jurisdiction within which the above-referenced Property is located, a completed and signed original "Application for Real Property Tax Exemption" on NYS Form RP-412-a with a copy of the underlying executed Tax Agreement.

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,

Adriana M. Baranello

Enclosures
cc: Affected Taxing Jurisdiction Officials
indicated on Schedule A attached hereto (w/encs. – copies)

Schedule A

Via Certified Mail
#9489-0090-0027-6674-8637-32
The Hon. Kenneth W. Jenkins
County Executive
Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail
#9489-0090-0027-6674-8637-56
County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail
#9489-0090-0027-6674-8637-70
Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail
#9489-0090-0027-6674-8637-94
Yonkers Corporation Counsel
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

Via Certified Mail
#9489-0090-0027-6674-8637-49
The Hon. Vedat Gashi, Chairman
Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail
#9489-0090-0027-6674-8637-63
Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail
#9489-0090-0027-6674-8637-87
The Hon. Michael Spano
Mayor of the City of Yonkers
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701

Via Certified Mail
#9489-0090-0027-6674-8638-00
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701
Attn: Assistant Assessor

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers IDA
Street 470 Nepperhan Avenue, Suite 200
City Yonkers, New York 10701
Telephone no. Day (914)509-8651
Evening ( )
Contact Jaime McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Verus McLean LLC
Street 117 Washington Street
City Pleasantville, New York 10570
Telephone no. Day (914) 789-5000
Evening ( )
Contact John B. Saraceno
Title Primary Contact

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 1.-59-75 and 1.-59-76
b. Street address 345 McLean Avenue and 347 McLean Avenue
c. City, Town or Village City of Yonkers
d. School District Yonkers Public Schools
e. County Westchester
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) Construction of a 110,000 square-foot 12-story residential building as more fully described on Page 1 of the attached Tax Agreement
b. Type of construction Residential Building
c. Square footage 110,000 sf
d. Total cost
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2046

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment See attached Tax Agreement

b. Projected expiration date of agreement December 31, 2046

c. Municipal corporations to which payments will be made

	Yes	No
County Westchester	☑	☐
Town/City Yonkers	☑	☐
Village	☐	☐
School District Yonkers	☑	☐

d. Person or entity responsible for payment

Name Verus McLean LLC
Title Attn: John B. Saraceno

Address 117 Washington Street
Pleasantville, New York 10570

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement. IDA has leasehold interest in property. Telephone (914) 789-5000

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☑ Yes ☐ No Yes - Owned by City of Yonkers

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption 13350 - CITY OWNED assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on June 30, 2025 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Susan Gerry (Name), Secretary (Title) of City of Yonkers Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

June 26, 2025
Date

x _____
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____
Date

_____
Assessor's signature

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

VERUS MCLEAN LLC

AND

345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION

TAX AGREEMENT

Date:
June 1, 2025

Street Address:
345 and 347 McLean Avenue
City of Yonkers
Westchester County, New York

Tax Map No(s).:
Section 1; Block 59; Lot 75
Section 1; Block 59; Lot 76

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of June 1, 2025, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency"), **VERUS MCLEAN LLC**, a New York limited liability company, having offices at 117 Washington Street, Pleasantville, New York 10570 ("Verus") and **345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation, having offices at 2150 Central Park Avenue, Yonkers, New York 10710 (the "HDFC" and together with Verus, the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition or retention of the land, including, but not limited to, all easements, licenses, and other real property interests owned or controlled by the Company where improvements benefitting the Project are situated, commonly known as 345 and 347 McLean Avenue (Section 1, Block 59, Lot 75, and Section 1; Block 59; Lot 76), City of Yonkers (the "Land"); (ii) the construction, renovation, improving, maintaining and equipping on the Land of a 110,000 square foot, 12 story residential building including: (A) approximately 105 studio, one-bedroom and two-bedroom rental units; (B) 47 covered and uncovered parking spaces; (C) associated amenities, including a community room equipped with computers, a library, recreational space, property managers office, Supportive Housing office, laundry room and bike storage; and (D) building services including trash, utility, and mechanical and superintendent workshop (the "Improvements"); (iii) the acquisition and installation in and around the Land and Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility");and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility pursuant to a certain lease agreement, dated as of June 1, 2025 (as amended, supplemented and/or modified from time to time, the "Company Lease Agreement"), by and between the Company, as lessor, and the Agency; as lessee; and

WHEREAS, the Agency will lease its interest in the Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of June 1, 2025 (as amended, supplemented and/or modified from time to time, the "Leaseback Agreement"; and, together with the Company Lease Agreement, the "Lease Agreements"), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2025** (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. The Agency shall provide courtesy notice to the Lender and Investor Member that the RP-412-a has been filed. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 of each year beginning on September 1, 2026 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3.

All Tax Payments shall be mailed to the Agency at: City of Yonkers Industrial Development Agency (Attn: Executive Director), 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The Tax Payments shall be calculated, as set for in Schedule A hereto, as a percentage of the full tax payments that would otherwise be due, if the Agency were not the holder of a leasehold interest in the Facility. The parties hereto acknowledge that the Company shall have all of the rights and remedies of a taxpayer, including the right to institute a grievance with respect to Real Estate Taxes. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special District Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges.

(iii) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the Application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of

occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax payment(s).

1.3 Period of Benefits. The tax benefits provided for herein shall be deemed to include: (i) the 2027 County tax year through the 2046 County tax year and (ii) the 2026-2027 City tax year through the 2046-2047 City tax year. **This Tax Agreement shall expire on December 31, 2046** (with the understanding that the Company will be making a payment hereunder for 2047 County tax year and the 2047-2048 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments*: Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage feet ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified

as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder: (A) The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

(B) If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company

shall pay penalties and interest as follows: (a) with respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month; and (b) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

(C) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this PILOT Agreement to be observed or performed (except as set forth in Section 6.1(i), 6.1(ii) and 6.2 immediately above) and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII – Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: Executive Director

With Copy To: Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq.

To the Company:	Verus McLean LLC 117 Washington Street Pleasantville, New York 10570 Attention: John B. Saraceno
With Copy To:	Cannon Heyman & Weiss, LLP 54 State Street, 5th Floor Albany, New York 12207 Attention: Anthony E. Bargnesi, Esq.
To the Lender:	Bank of America Community Development Banking One Bryant Park, NY1-100-34-05 New York, New York 10036 Attn: Lisa Awaya Email: lisa.awaya@bofa.com
With a copy to:	Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Aviva Yakren, Esq. Email: ayakren@sidley.com

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party. Failure by the Agency to provide notice to the Investor Member shall not waive the Agency's rights and remedies under this PILOT Agreement and shall not subject the Agency to any liability whatsoever.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents,

servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

Section 9 – Rights of Lender and Investor Member

9.1 The Company shall grant and convey to the Agency a performance mortgage to be recorded and be a lien upon the Land and Improvements (the "Tax Agreement Mortgage"). The Tax Agreement Mortgage shall at all times be subject and subordinate in right of lien to any Approved Lien (as defined in the Leaseback Agreement); *provided, however*, said subordination of the lien of the Tax Agreement Mortgage is expressly conditioned upon the Section 3.3 Obligations, as defined therein, having a priority right of payment over amounts payable under such Approved Lien. The Agency shall reasonably cooperate with any lender(s) regarding the subordination of its Tax Agreement Mortgage by entering into a written subordination agreement in recordable form, provided that such subordination agreement excludes the Company's obligation to make each Tax Payment as and when due in accordance with the terms and conditions of this Agreement, which covenants shall remain superior to the lender's mortgage and other security instruments following the recording of such subordination. Upon the expiration of this Agreement, the Agency shall discharge, in a writing in recordable form, the Tax Agreement Mortgage.

9.2 (a) The Agency will deliver to the Lender (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement.

(b) The Agency will at all times perform, observe and comply with all other terms, covenants and conditions of this Agreement to be performed, observed or complied with by the Agency under the Leaseback Agreement.

(c) At any time after the Lender receives notice from the Agency of a default by the Company under this Agreement, the Lender may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other action the Company would have the right to pay, perform, or take under the Agreement which the Lender deems necessary or desirable to cure such default. The Lender may exercise its rights under this paragraph (c) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (c), the Lender will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Lender, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Lender. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Lender shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Lender of such default, to cure or cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of such Lender as if the same had been done by

the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, said time period shall be extended as long as Lender continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days. Notwithstanding the foregoing, in the event of a default or event of default which is not susceptible of cure by the Lender, or which is not susceptible of cure by the Lender without first obtaining possession of the Project, Lender shall have a reasonable time after notice thereof (a) to obtain possession of the Project (including, at Lender's option, (i) possession by a receiver, (ii) possession of the Project in connection with a deed in lieu of foreclosure or (iii) possession of the Project through a referee's deed in connection with a foreclosure proceeding) and, in the case of a default or event of default susceptible of being cured by the Lender, to cure such default after obtaining possession or (b) in the case of a default or event of default not susceptible of being so cured, to institute, prosecute and complete foreclosure proceedings or otherwise acquire the Company's interest in the Project or to this Agreement; provided, however, the Lender shall not be obligated to continue such possession or to continue such foreclosure proceedings. Any default by the Company not susceptible of being cured by the Lender shall be deemed to have been waived by the Agency upon completion of such foreclosure proceedings or upon such acquisition of the Company's interest in the Project and this Agreement, it being understood and agreed that the Lender, or its designee, or any purchaser in foreclosure proceedings (including, without limitation, a corporation or other entity formed by the Lender or any affiliate of any Lender) may become the legal owner and holder of the Company's interest in the Project and to this Agreement through such foreclosure proceedings or by deed in lieu of foreclosure, subject to the provisions of Section 9.2(d) hereof. Each notice of default given by the Agency or any applicable governmental authority will state the amounts of any payments that are then claimed to be in default. If the interest of Company in the Project or to this Agreement shall be transferred by reason of any foreclosure, trustee's sale, deed in lieu of foreclosure, or other proceedings, to Lender for the enforcement of Lender's rights under any of the Mortgages, then the Agency shall be bound to Lender and, so long as this Agreement is in full force and effect, Lender shall be bound to Agency, under all of the terms, covenants and conditions of this Agreement for the unexpired balance of the term thereof remaining (including any extensions), with the same force and effect as if Lender were the Company, and Agency does hereby (a) agree to attorn to Lender, and (b) affirm its obligations under this Agreement in writing and promptly provide Lender with a copy of same, said attornment, affirmation and agreement to be effective and self-operative without the execution of any further instruments, upon Lender succeeding to the interest of the Company under this Agreement.

(d) Notwithstanding any provision of this Agreement to the contrary, neither (i) the foreclosure of a mortgage or any sale to an Affiliate of Lender of the Company's interest in this Tax Agreement and/or the Facility by Lender, in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Lender by virtue of or in lieu of foreclosure or other appropriate proceedings nor (ii) the transfer by Lender to an Affiliate following such foreclosure or transfer-in-lieu (either of the foregoing sub-clauses (i) or (ii), a "Lender Transfer") shall require the consent of the Agency so long as (A) the Lender or Affiliate continues to exercise due diligence to cure any and all defaults under the Project Documents and (B) the Lender or Affiliate is diligently seeking a third-party purchaser for the Project. Notwithstanding the foregoing, permanent disposition of

the Company's interest in this Agreement from the Lender or its Affiliate to any such third-party purchaser shall require the consent of the Agency. If the duration of the Lender Transfer is for a period of greater than one hundred twenty (120) days, the Lender or Affiliate shall provide written confirmation to the Agency of compliance with the Project Documents not less than every one hundred twenty (120) days, while the Lender or its Affiliate holds the Company's interest in this Agreement.

As used in this Section 9.2(d): (i) "Affiliate" shall mean a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, such Person (which includes the Lender); (ii) "Person" shall mean any individual, limited liability company, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity; (iii) the term "control" (including the related terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Lender), whether through the ownership of voting securities, by contract or otherwise; and (iv) Prohibited Person shall mean (i) any Person identified on the OFAC List, (ii) any other Person or foreign country or agency thereof with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America or (iii) any Person whom is prohibited from doing business with the party or parties to the Loans and the municipality in which the Land is located.

(e) The Agency will deliver to the Investor Member (as defined in the Leaseback Agreement) simultaneously with the Agency's delivery of same to the Company, a true and correct copy of each notice demand, complaint or request made by the Agency under or with respect to this Agreement. At any time after the Investor Member receives notice from the Company of a default by the Company under this Agreement, the Investor Member may (but will not be obligated to) promptly make any payment, perform any obligation, or take any other action the Company would have the right to pay, perform, or take under the Agreement which the Investor Member deems necessary or desirable to cure such default. The Investor Member may exercise its rights under this paragraph (e) immediately after receipt of notice of a default by the Company under this Agreement and without regard to any grace period provided to the Company in this Agreement to cure such default. For purposes of exercising its rights under this paragraph (e), the Investor Member will not be liable to the Company or the Agency for any action taken or omitted to be taken by the Investor Member, in good faith, in reliance on any written notice from the Agency stating that a default by the Company under this Agreement has occurred and is continuing even though the Company may question or deny the existence or nature of such default. Notwithstanding anything to the contrary in this Agreement, in the case of an Event of Default, if the Agency serves a notice of default upon the Company, the Company shall serve a copy of such notice upon the Investor Member; provided, however, that failure by the Agency to provide notice to the Investor Member shall not in any way waive the Agency's rights or remedies under this Agreement, nor shall it subject the Agency to any liability whatsoever. In the case of an Event of Default by the Company under this Agreement or the Leaseback Agreement, Investor Member shall have thirty (30) days for a monetary default and sixty (60) days in the case of any other default, after notice to Investor Member of such default, to cure or cause to be cured the default complained of and the Agency shall accept such

performance by or at the instigation of such Investor Member as if the same had been done by the Company, provided that if said non-monetary default can be cured with due diligence but not within such sixty (60) day period, at the sole discretion of the Agency, said time period shall be extended as long as Investor Member continues to exercise due diligence to cure said non-monetary default but in no event shall such extension exceed one hundred twenty (120) days.

[The Balance Of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Susan Gerry
Title: Secretary

VERUS MCLEAN LLC

By: Verus Manager LLC, its Managing Member

By: _____
Name: John V. Saraceno
Title: Authorized Signatory

345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: Kevin T. Cacace
Title: Authorized Signatory

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345 MCLEAN HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: Kevin T. Cacace
Title: Authorized Signatory

SCHEDULE A
to
Tax Agreement
Dated as of June 1, 2025
by and between
City of Yonkers Industrial Development Agency,
Verus McLean LLC
and
345 McLean Housing Development Fund Corporation

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

PILOT Year	County Tax Year	City and School District Tax Year	Percentage of Full Taxes	**Estimated** Tax Payment
1	2027	2026-2027	50	26,173
2	2028	2027-2028	50	79,304
3	2029	2028-2029	55	117,476
4	2030	2029-2030	57	122,965
5	2031	2030-2031	60	130,731
6	2032	2031-2032	65	143,042
7	2033	2032-2033	67	148,917
8	2034	2033-2034	70	157,141
9	2035	2034-2035	73	165,515
10	2036	2035-2036	75	171,750
11	2037	2036-2037	77	178,093
12	2038	2037-2038	80	186,882
13	2039	2038-2039	85	200,548
14	2040	2039-2040	90	214,468
15	2041	2040-2041	90	216,613

16	2042	2041-2042	90	218,779
17	2043	2042-2043	90	220,967
18	2044	2043-2044	90	223,176
19	2045	2044-2045	90	225,408
20	2046	2045-2046	100	252,958

- The Agency interest in the Facility shall expire on **December 31, 2046.** The Company shall pay the **2047** County tax bill and the **2046-2047** City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.

- Does NOT include Special District Charges - City will send separate bill.

- The Net Annual Amounts Payable sums are **estimated**.

Reference BPF39

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive recommending the enactment of the following legislation implement a program to encourage and promote the purchase and installation of electric vehicle ("EV") charging stations by municipalities (the "Program") on municipally-owned property within Westchester (the "Properties") as follows:

(i) Bond Act. A proposed Bond Act (the "Bond Act"), prepared by the law firm of Hawkins Delafield & Wood, LLP in the total amount of Five Million ($5,000,000) Dollars to finance a component of Capital Project BPF39 –Electric Vehicle Charging Stations and Infrastructure. The proposed Bond Act is necessary to finance the costs associated with the purchase and installation of EV charging stations by municipalities under the Program.

(ii) Local Law. A proposed local law (the "Local Law") which would authorize the County to enter into Intermunicipal Agreements ("IMA") with each municipal corporation listed below that wishes to participate in the Program. Pursuant to the IMA, the County will reimburse up to fifty percent (50%) of the costs to purchase and install the EV charging stations as per approved budgets less any incentives, rebates, or grants received by the Participating Municipality for the EV charging stations (the "County Contribution") for a total amount, in the aggregated, not to exceed Five Million ($5,000,000) Dollars.

Your Committee is advised that the proposed IMAs will fund the design, purchase and installation of the EV charging stations and appurtenance thereto on the Properties, including the costs for construction of the infrastructure needed to install the EV charging stations (the "Projects").

Below is a list of municipal corporations who wish to participate in the Program (the "Participating Municipality") and the Properties on which they will install the EV charging stations:

LIST OF PROPERTIES IN EV CHARGING STATION MUNI PROGRAM			
Participating Municipality	**#**	**Property**	**Street Address (or nearby)**
Ardsley, V			
	1.	6.60-39-19	220 Heatherdell Road
	2.	6.50-34-1	507 Ashford Avenue
	3.	6.110-102-1, adjacent to playground	638 Ashford Avenue
Briarcliff Manor, V			
	4.	104.07-1-3	156 Scarborough Station Road
	5.	98.10-1-59	1111 Pleasantville Road
Bronxville, V			
	6.	3./1/3	5 Cedar Street
Cortlandt, T			
	7.	13.17-1-21	29 Westbrook Drive
	8.	23.11-1-31	1 Heady Street
	9.	54.5-2-49	45 Riverview Avenue
	10.	55.9-2-1.1	3 Memorial Drive
	11.	56.5-1-10	293A Furnace Dock Road
Dobbs Ferry, V			
	12.	Cedar Street between Main Street and Broadway	99 Cedar Street

	13.	3.80-36-1	11 Station Plaza
	14.	3.80-43-15	112 Main Street
	15.	3.80-36-43	99 Cedar Street
Elmsford, V			
	16.	Elm Place Between Rt 9A and N Stone Ave	37 Elm Place
	17.	Vreeland Ave Between Rt119 and Paulding St	11 Vreeland Avenue
Hastings on Hudson, V			
	18.	4.70-48-14	147 South Side Avenue
	19.	4.40-26-11	9 Edgars Lane
	20.	4.70-48-14	8 West Main Street
	21.	4.70-48-7	131 South Side Avenue
	22.	4.30-20-2	7 Maple Avenue
Irvington, V			
	23.	South Buckhout Street near West Clinton Avenue	240 S Buckout Street
	24.	2.80-29-11	12 S Astor Street
	25.	2.90-45-87	9 S Broadway
	26.	2.80-33-2	29 Bridge Street
	27.	Hudson Road West between Clifton Place and Ardsley Avenue West	Hudson Road West
	28.	2.111-59-54.3	170 Mountain Road
	29.	2.60-25-14	102 E Sunnyside Lane
Lewisboro, T			
	30.	43.15-2-14	11 Main Street
	31.	43.15-1-9	85 Spring Street
Mamaroneck, T			
	32.	1-26-518	120 Myrtle Boulevard
	33.	1-33-840	175 Myrtle Boulevard
Mount Kisco, T			
	34.	69.65-3-4	184 Carpenter Avenue
	35.	69.80-6-5	23 S. Moger Avenue

	36	69.81-1-2	2 Kirby Plaza
	37.	80.25-2-1	29 Green Street
	38.	80.66-1-1	1 Wallace Drive
Mount Pleasant, T			
	39.	112.15-1-6	125 Lozza Drive
	40.	112.19-1-10	1 Town Hall Plaza
	41.	112.9-3-36	389 Elwood Avenue
	42.	117.19-1-2	2 Cleveland Street
New Rochelle, C			
	43.	1-246-0100	51 Lacount Place
	44.	1-100-0001	2 Pelham Road
North Castle, T			
	45.	108.03-1-67	17 Bedford Road
	46.	108.03-1-60	205 Business Park Drive
	47.	122.08-1-3	10 Clove Road
	48.	108.01-6-21	40 Maple Avenue
Peekskill, C			
	49.	33.29-4-16	900 Central Avenue
	50.	33.30-2-3	1050 Park Street
	51.	32.12-4-6	28 Water Street S
	52.	32.12-1-1-COMMON	414 Hudson Avenue
Port Chester, V			
	53.	142.62-1-28	222 Grace Church Street
Rye Brook, V			
	54.	141.35-2-50	37 Garibaldi Place
	55.	129.68-1-14	938 King Street
Scarsdale, V			
	56.	Chase Rd between Boniface Circle and Spencer Place	28 Chase Street
	57.	03.01.1	1001 Post Road

	58.	02.06.7.1	64 East Parkway
Sleepy Hollow, V			
	59.	115.11-1-3	55 Elm Street
	60.	115.11-4-41	21 Beekman Avenue
	61.	115.15-1-5	69 River Street
Tarrytown, V			
	62.	1.70-30-2	1 Depot Plaza
	63.	1.50-20-11	McKeel Avenue
	64.	1.70-29-43	238 W Main Street
	65.	1.70-33-23..V	17 S. Washington Street
White Plain, C			
	66.	130.36-3-2	93 Waller Avenue
	67.	125.84-4-8.2	5 Lyon Place
	68.	125.84-7-12	9 Chester Avenue
	69.	125.84-1-1	125 Court Street
	70.	131.09-4-18.1	550 Mamaroneck Avenue
	71.	126.53-1-7	9 North Kensico Avenue
	72	125.68-5-1	365 Hamilton Avenue
Yonkers, C			
	73.	3.-3182-50.100	1130 Nepperhan Avenue
	74.	6.-6031-12.16	441 Central Park Avenue
	75.	1.-615-1	130 Fernbrook Street
	76.	1.-513-1	8 Buena Vista Avenue
	77.	3.-3182-120	1091 Nepperhan Avenue
	78.	1.-488-1	118 New Main Street
Yorktown, T			
	79.	16.06-1-17	1130 East Main Street

Your Committee is advised that each Participating Municipality shall be responsible for the operation, maintenance, scheduling, security and repair of the Projects and Properties at its expense.

Your Committee is advised that the County Contribution will be paid to the Participating Municipality for expenses properly incurred in connection with the design, purchase and installation of the Projects after the submission of all documentation requested by the County and approval of same by the Commissioner of the Department of Public Works and Transportation (the "Commissioner"). In addition, the County shall have the right to audit the documentation submitted in support of the purchase and installation of the Projects.

Your Committee is advised that the County shall not be liable for any costs and expenses in excess of the County Contribution, and the Participating Municipality shall be responsible to pay all costs and expenses above the County Contribution for its Project.

Your Committee is advised that the Commissioner may approve amendments to any individual scopes of work, budgets or not-to-exceed amounts for the individual IMAs, *provided, however*, the aggregate amount payable under all of the IMAs with the Participating Municipalities for the Program shall not exceed Five Million ($5,000,000) Dollars.

Your Committee is advised that the term of each IMA shall commence upon execution and all IMAs shall terminate when the bonds for this Program have been paid in full

Your Committee is advised that the IMA will include a provision granting the County a leasehold interest in the respective Properties and Projects for the term of the IMA. The IMA also will provide that the use of the Projects will be open to all residents of the County. In addition, to the extent any fees are charged for the use of the Projects or any part of the Properties, the fees charged to non-residents of the Participating Municipality shall not exceed the fees charged to the Participating Municipality's residents.

Your Committee has been advised that, pursuant to Section 104.11(5)(d) of the Laws of Westchester County, authorization of the leasehold interest requires passage of a Local Law.

Attached for your Honorable Board's consideration is a Local Law which, if adopted, would authorize the County to enter into the aforementioned IMAs.

As your Honorable Board is aware, Section 209.141(4) of the Laws of Westchester County requires a public hearing. Attached hereto is a resolution (the "Public Hearing Resolution"), which will set the time and date for the public hearing.

The County is committed to expanding the use of electric vehicles within the Westchester to reduce greenhouse gas emissions and mitigate climate change. As per the U.S. Environmental Protection Agency, greenhouse gas emissions come from, among other things, the burning of fossil fuel from cars and trucks. Greenhouse gases trap heat and make the planet warmer. A warmer planet has a number of effects on the environment. One such effect is changes in the frequency, intensity and duration of extreme weather events. The County has experienced a number of extreme rain storms with many of the County's roadways and parkways becoming flooded.

In addition, according to the Director of the County Office of Energy Conservation and Sustainability, the County climate change poses a direct and immediate threat to Westchester residents, especially those in our most vulnerable communities. Increased flooding, extreme heat, and rising sea levels would devastate the Hudson River Valley and could make large portions of Westchester unlivable by the end of the century.

Through the proposed legislation, the County will enhance the EV charging infrastructure within the County by supporting the purchase of EV charging stations by the Participating Municipalities within the County.

Also, under the Program, the Participating Municipalities may purchase the EV charging stations through the use of the County contract let by the County Bureau of Purchase & Supplies for electric vehicle charging station. By permitting the Participating Municipalities to purchase off of the County contract, the Program will promote the standardization of the EV charging station technology and experience in Westchester and the City of New York, who is using the same charging manufacturer and system as the County.

In addition, pursuant to Section 191.51(2) of the Laws of Westchester County, the Westchester County Planning Board (the "Planning Board") adopted Resolution 265-06 recommending Program. A copy of the resolution is attached hereto. A copy of the Commissioner of Planning's memorandum is also attached hereto.

Finally, as your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act, and its implementing regulations promulgated thereunder, 6 NYCRR Part 617 ("SEQR"), have been

met. The County's Department of Planning has advised your Committee that based on its review, the authorization of project on the all of properties, except one, 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"). The Planning Department has advised that the proposed installation of EV charging stations at the Fernbrook site (Site #75 above) in Yonkers is a component of a larger project involving the creation of a new waterfront park that was classified as an Unlisted action under SEQR. The Planning Department has further advised that the Yonkers City Council served as Lead Agency, conducted coordinated review and issued a Negative Declaration for that project on December 10, 2024, and that the County was included as an involved agency in the environmental review of that project. Therefore, no further environmental review is required for this capital project. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

An affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act and an affirmative vote of the majority of your Honorable Board is required for the Resolution and Local Law. The Bond Act should be adopted prior to the Local Law.

Your Committee believes that the Program is in the best interests of the County, and, therefore, recommends the favorable action of your Board on the annexed proposed legislation.

Dated: June 23rd, 2025
White Plains, New York

COMMITTEE ON

ran.6.3.2025

Budget & Appropriations

Public Works & Transportation

Dated: June 23, 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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPF39 ☐ **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

Local Program

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 5,000,000 **PPU** 5 **Anticipated Interest Rate** 2.80%

Anticipated Annual Cost (Principal and Interest): $ 1,086,556

Total Debt Service (Annual Cost x Term): $ 5,432,780

Finance Department: Interest rates from June 5,2025 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: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/5/25

Reviewed By: [signature]

6.5.25

Budget Director

Date: 6/6/25

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Rachel Noe, Associate County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: May 19, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR BPF39 Electric Vehicle Charging Stations and Infrastructure (Municipal Locations)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 2853) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The current request will provide funds to municipalities to assist in the purchase and installation of electric vehicle charging stations at a total of 79 municipally-owned sites throughout the County. All but one may be classified as Type II pursuant to sections:

- **617.5(c)(7):** installation of telecommunication cables in existing highway or utility rights of way utilizing trenchless burial or aerial placement on existing poles;
- **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;
- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list; and
  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.

The addition of electric vehicle charging stations at the Fernbrook site in Yonkers is part of a larger project that involves the creation of a new waterfront park, which was classified as an Unlisted action under SEQR. The Yonkers City Council served as lead agency, conducted coordinated review and issued a Negative Declaration for the project on December 10, 2024. Since the County was included as an involved agency in the coordinated review process, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County for this project.

Please contact me if you require any additional information regarding this matter.

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
Gayle Katzman, First Deputy Commissioner, Dept. of Public Works & Transportation
Hernane De Almeida, Deputy Commissioner, Dept. of Public Works & Transportation
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Dept. of Public Works & Transportation
Blanca Lopez, Commissioner of Planning
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

Westchester County

Memorandum
Department of Planning

To: Rachel Noe, Associate County Attorney

From: Blanca P. López, Commissioner

Date: April 24, 2025

Subject: Information on the Planning Board Discussion regarding Capital Project: BPF39 Electric Charging Stations

During the April 1, 2025 County Planning Board meeting Capital Project BPF 39 was presented to the Board and an accompanying resolution was prepared to be voted on. The original resolution as presented to the board was a recommendation to approve the 674 ports located at 80 sites within 23 municipalities that had been identified for EV Charging Station installations under this Capital Project.

When it came time to vote for this resolution, concerns were brought up regarding one site in particular located in the Village of Dobbs Ferry, where two ports were identified to be installed. The site in question is located on Main Street, between Oak and Cedar Streets. Concerns were raised regarding the need for quick parking space turnover for business on Main Street in the Village of Dobbs Ferry. It was noted that Level 2 chargers take several hours (approximately 4–8 hours) to charge a typical electric vehicle, and longer for increasingly popular large SUVs and pickup trucks. As a result, a vehicle filling a parking space for this long reduces turnover of that space, and thus reduces customers for businesses that rely on high customer flow.

As such, a motion was made by Richard Hyman to approve all sites and ports listed on the resolution, except for the one site aforementioned. The motion was seconded by Commissioner Kathy O'Connor. All members were in favor except for one abstention and the resolution with changes to reflect the motion, passed.

After the meeting, the resolution was edited to reflect an approval of 672 ports, located in 79 sites, and within 23 municipalities, as shown in the attached signed resolution.

Please let me know if you need additional information.

RESOLUTION 25- 06
WESTCHESTER COUNTY PLANNING BOARD

2025 Capital Budget Amendment
Amendment of Planning Board Report on the 2025 Capital Projects
BPF39 Electric Vehicle Charging Stations and Infrastructure - Municipal Locations

WHEREAS, pursuant to Section 167.131 of the County Charter, the Planning Board must submit its recommendations with regard to the physical planning aspects of proposed capital projects not included in the county budget or change in the location of a capital project; and

WHEREAS, the NYS Governor's Charge NY initiative has recommended the acceleration and growth of the electric vehicle market in New York State through education, research, consumer outreach, and financial support for the installation of charging stations across New York; and

WHEREAS, the Department of Public Works and Transportation reviewed applications from municipalities for funding for this non-site specific capital funding project; and

WHEREAS, 672 ports located at 79 sites within 23 municipalities are recommended for funding though **BPF39 Electric Vehicle Charging Stations and Infrastructure** (see summary below); and

	Municipality	Ports
Cities	New Rochelle	36
	Peekskill	32
	White Plains	75
	Yonkers	60
Towns	Cortlandt	19
	Lewisboro	12
	Mamaroneck	8
	Mount Kisco	32
	Mt Pleasant	41
	North Castle	20
	Yorktown	6

	Municipality	Ports
Villages	Ardsley	36
	Briarcliff Manor	10
	Bronxville	4
	Dobbs Ferry	58
	Elmsford	8
	Hastings	38
	Irvington	42
	Port Chester	23
	Rye Brook	12
	Scarsdale	66
	Sleepy Hollow	14
	Tarrytown	20
	Grand Total	**672**

WHEREAS, the Planning Board finds that the above sites and projects have been reviewed with respect to *Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning* adopted by the Board on May 6, 2008, amended January 5, 2010, and its recommended strategies set forth in ***Patterns for Westchester: The Land and the People***, adopted December 5, 1995; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, recommends the inclusion of the above listed sites to be funded using 2025 Capital Budget appropriations from Capital Project **BPF39 Electric Vehicle Charging Stations and Infrastructure.**

Adopted this 1st day of April 2025.

Bernard Thombs, Chair

LOCAL LAW INTRO. NO. ___ - 2025

A LOCAL LAW authorizing the County of Westchester to enter into intermunicipal agreements with participating municipalities for the participating municipalities to install EV charging stations on municipally owned properties with the County contributing up to 50% of the costs to design, purchase and install the EV charging stations, less incentives, rebates and grants, for a total amount in the aggregate, not to exceed $5,000,000 and taking back a leasehold interest in the properties on which the charging stations are installed for a term which shall commence on execution and terminate when the bonds issued for the program have been paid in full.

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 intermunicipal agreements (the "IMA") with the participating municipalities listed below (the "Participating Municipalities") to provide funding for the Participating Municipalities to design, purchase and install Electric Vehicle ("EV") charging stations and appurtenances thereto on the municipally-owned properties listed below, including the costs for construction of the infrastructure needed to install the EV charging stations (the "Projects") for a term to commence upon execution and terminate on when the bond issued for this program have been paid in full:

LIST OF PROPERTIES IN EV CHARGING STATION MUNI PROGRAM			
Participating Municipality	**#**	**Property**	**Street Address (or nearby)**
Ardsley, V			
	1.	6.60-39-19	220 Heatherdell Road
	2.	6.50-34-1	507 Ashford Avenue
	3.	6.110-102-1, adjacent to playground	638 Ashford Avenue
Briarcliff Manor, V			
	4.	104.07-1-3	156 Scarborough Station Road
	5.	98.10-1-59	1111 Pleasantville Road

Bronxville, V			
	6.	3./1/3	5 Cedar Street
Cortlandt, T			
	7.	13.17-1-21	29 Westbrook Drive
	8.	23.11-1-31	1 Heady Street
	9.	54.5-2-49	45 Riverview Avenue
	10.	55.9-2-1.1	3 Memorial Drive
	11.	56.5-1-10	293A Furnace Dock Road
Dobbs Ferry, V			
	12.	Cedar Street between Main Street and Broadway	99 Cedar Street
	13.	3.80-36-1	11 Station Plaza
	14.	3.80-43-15	112 Main Street
	15.	3.80-36-43	99 Cedar Street
Elmsford, V			
	16.	Elm Place Between Rt 9A and N Stone Ave	37 Elm Place
	17.	Vreeland Ave Between Rt119 and Paulding St	11 Vreeland Avenue
Hastings on Hudson, V			
	18.	4.70-48-14	147 South Side Avenue
	19.	4.40-26-11	9 Edgars Lane
	20.	4.70-48-14	8 West Main Street
	21.	4.70-48-7	131 South Side Avenue
	22.	4.30-20-2	7 Maple Avenue
Irvington, V			
	23.	South Buckhout Street near West Clinton Avenue	240 S Buckout Street
	24.	2.80-29-11	12 S Astor Street
	25.	2.90-45-87	9 S Broadway
	26.	2.80-33-2	29 Bridge Street
	27.	Hudson Road West between Clifton Place and Ardsley Avenue West	Hudson Road West

	28.	2.111-59-54.3	170 Mountain Road
	29.	2.60-25-14	102 E Sunnyside Lane
Lewisboro, T			
	30.	43.15-2-14	11 Main Street
	31.	43.15-1-9	85 Spring Street
Mamaroneck, T			
	32.	1-26-518	120 Myrtle Boulevard
	33.	1-33-840	175 Myrtle Boulevard
Mount Kisco, T			
	34.	69.65-3-4	184 Carpenter Avenue
	35.	69.80-6-5	23 S. Moger Avenue
	36	69.81-1-2	2 Kirby Plaza
	37.	80.25-2-1	29 Green Street
	38.	80.66-1-1	1 Wallace Drive
Mount Pleasant, T			
	39.	112.15-1-6	125 Lozza Drive
	40.	112.19-1-10	1 Town Hall Plaza
	41.	112.9-3-36	389 Elwood Avenue
	42.	117.19-1-2	2 Cleveland Street
New Rochelle, C			
	43.	1-246-0100	51 Lacount Place
	44.	1-100-0001	2 Pelham Road
North Castle, T			
	45.	108.03-1-67	17 Bedford Road
	46.	108.03-1-60	205 Business Park Drive
	47.	122.08-1-3	10 Clove Road
	48.	108.01-6-21	40 Maple Avenue
Peekskill, C			
	49.	33.29-4-16	900 Central Avenue

	50.	33.30-2-3	1050 Park Street
	51.	32.12-4-6	28 Water Street S
	52.	32.12-1-1-COMMON	414 Hudson Avenue
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	54.	141.35-2-50	37 Garibaldi Place
	55.	129.68-1-14	938 King Street
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	67.	125.84-4-8.2	5 Lyon Place
	68.	125.84-7-12	9 Chester Avenue
	69.	125.84-1-1	125 Court Street
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	71.	126.53-1-7	9 North Kensico Avenue
	72	125.68-5-1	365 Hamilton Avenue

Yonkers, C			
	73.	3.-3182-50.100	1130 Nepperhan Avenue
	74.	6.-6031-12.16	441 Central Park Avenue
	75.	1.-615-1	130 Fernbrook Street
	76.	1.-513-1	8 Buena Vista Avenue
	77.	3.-3182-120	1091 Nepperhan Avenue
	78.	1.-488-1	118 New Main Street
Yorktown, T			
	79.	16.06-1-17	1130 East Main Street

§2. The County shall provide funding to reimburse the Participating Municipalities up to a 50% of the costs to design, purchase and install the EV charging stations for the Projects, as per approved budgets, less any incentives, rebates or grants received by the Participating Municipalities (the "County Contribution"), for a total amount, in the aggregate, not to exceed Five Million ($5,000,000) Dollars.

§3. The County shall not be liable for any costs and expenses in excess of the County Contribution, and in the event the costs for the EV charging stations exceed the County Contribution, the Participating Municipality shall be solely liable to pay said excess.

§4. The Commissioner of the Department of Public Works and Transportation may approve amendments to any individual scopes of work, budgets or not-to-exceed amounts for the individual IMAs, *provided, however*, the aggregate amount payable under all of the IMAs with the Participating Municipalities for the program does not exceed Five Million ($5,000,000) Dollars.

§5. The Participating Municipality shall be responsible for the operation, maintenance, scheduling, security and repair of the EV charging stations and Properties at its own expense.

§6. The EV charging stations shall be accessible and open to all Westchester residents. To the extent any fees are charged for the use of EV charging stations, the fees charged to non-residents of the Participating Municipality shall not exceed the fees charged to the Participating Municipality's residents.

§7. The IMA will include a provision granting the County a leasehold interest in the respective Properties and Projects for the term of the IMA.

§8. The County Executive or his duly authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§9. This Local Law shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 202__ (the "Commencement Date") 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

_____, a municipal corporation of the State of New York having an office and principal place of business at _____
(hereinafter referred to as the "Municipality").

RECITALS:

WHEREAS, the County has established a program (the "Program") to encourage and promote electric vehicle ("EV") charging stations in Westchester County on municipally-owned property; and

WHEREAS, the Westchester County Board of Legislators adopted a Local Law and Bond Act No._____ for capital project BPF39 on _____in the amount of $5,000,000.00 to finance the Program and authorized the County to enter into inter-municipal agreements with municipalities set forth in the Local Law to participate in the Program (the "Participating Municipalities"); and

WHEREAS, the Municipality is the owner of certain real property described in Schedule "A", which is attached hereto and made a part of this Agreement (individually, the "Property" and, collectively, the "Property(ies)"), and has filed an application with the County to participate in the Program; and

WHEREAS, the County wishes to enter into this Agreement with the Municipality for it to participate in the Program; and

WHEREAS, through the Program, the County wishes to reimburse the Municipality for a portion of the costs it incurs to design, purchase and install the EV charging station(s) and appurtenances thereto on the Property(ies), including the costs for construction of the infrastructure necessary to install the EV charging station(s), as set forth in this Agreement (individually, the "Project" and, collectively, the "Project(s)"); and

WHEREAS, Project(s) that qualify for County assistance under this Agreement are either (1) new EV charging stations project(s) as of the date of execution of this Agreement, or (2) EV charging station project(s) that are in progress but not substantially completed as of the date of execution of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties 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 commence upon the Commencement Date and shall be equal to the life of any bonds issued by the County to fund the Program.

ARTICLE II
EV CHARGING STATION PROJECT(S)

Section 2.1. The Municipality shall provide or contract for all labor, materials and equipment needed to design, purchase and install the following Project(s) as described in the scope(s) of work, attached hereto and made a part hereof as Schedule "B", and in accordance with the terms of this Agreement.

Parcel ID/ Properties on which the charging stations will be installed	Location Name	# Charging Stations

The Municipality shall submit within _____ days of the Commencement Date construction drawings and specifications (the "Construction Drawings") signed and sealed by a professional engineer licensed in the State of New York for each Project. Construction Drawings shall include, but are not limited to, site plans, structural plans, mechanical plans and electrical plans. The Construction Drawings are to delineate all existing and proposed conditions and are to be developed in accordance with all applicable federal, state and local laws, rules, regulations, codes, standards, and requirements. No construction shall commence until the Construction Drawings are submitted to the County Commissioner of Public Works and Transportation or his duly authorized designee (the "Commissioner"). Such Construction Drawings will be deemed incorporated herein by reference. All work on the Project(s) shall be in conformance with the Construction Drawings unless otherwise approved by the Commissioner.

The Municipality shall undertake and complete the Project(s) in accordance with all applicable federal, state and local laws, rules, regulations, codes, standards and requirements.

The Municipality represents that procurement for the purchase and installation of the Project(s) will be pursuant to section 103 of the General Municipal Law as applicable. In no event shall the retention of contractor(s) by the Municipality for Project(s) relieve or otherwise discharge the Municipality from its obligations under this Agreement or create a third party beneficiary relationship between the County and such contractor(s), and the parties hereto expressly disclaim any intention to create such a relationship.

The design, purchase, and installation of the Project(s) will be carried on continuously, diligently and with dispatch to final completion, and said construction will be completed within _____ months of execution hereof unless extended with the written consent of the Commissioner.

Section 2.2. Approved budgets showing the total cost to design, purchase and install the Project(s) are set forth in Schedule "C", which is attached hereto and made a part hereof (the "Budget(s)").

In exchange for the Property(ies) and the Project(s) thereon being open and accessible to all County residents, the County agrees to finance a portion of the Budget(s) in a total amount not to exceed _____ $_____ DOLLARS (the "Funds"), payable following submission of invoices by the Municipality according to the terms set forth in this Agreement.

The Commissioner, in his/her sole discretion, may approve in writing an amendment to the scopes of work(s), Budget(s) and/or the not to exceed Funds amount, *provided, however*, the aggregate amount payable under this Agreement and under the agreements entered into between the County and all other Participating Municipalities under the Program shall not exceed $5,000,000.00.

For purposes of this Agreement, the term "County Contribution" means an amount up to fifty percent (50%) of the total cost of the Project(s) as set forth in the Budget(s), subject to the following conditions, limitations and reductions:

(1) the fifty percent (50%) will be reduced if the Municipality receives funding from any other sources for the Project(s), such as incentives from Con Edison, or other incentives, rebates or grants. By way of example, if the total cost of a Project is $200,000.00, then the County Contribution will be the following:

(i) If the Municipality receives $100,000.00 in funding from other sources, the County Contribution will be $100,000.00.

(ii) If the Municipality receives $110,000.00 in funding from other sources, the County Contribution will be reduced to $90,000.00.

(iii) If the Municipality receives $80,000.00 in funding from other sources, the County Contribution will be $100,000.00, and the Municipality shall be responsible for $20,000.00.

(2) the fifty percent (50%) shall only reimburse for the cost of work performed:

(i) on the Property(ies), or

(ii) on public right of ways to access electricity for the Project(s) from power lines that are situated within public right of ways. The Municipality shall be responsible for obtaining prior written approval from the utility companies to access the public right of ways and power source.

(3) the fifty percent (50%) shall only reimburse for costs in the Budget(s) that come within the terms of this Agreement provided the Municipality is in compliance with the terms of the Agreement and in no event shall the total amount of the County Contribution exceed the not to exceed amount for the Funds set forth in above.

The Municipality shall be responsible for the total amount of the Budget for each Project, less the reimbursement by the County of the County Contribution, and should the total cost of any Project exceed its Budget amount, the Municipality shall be solely responsible for any such additional amount and remaining costs and expenses for the Project (collectively, the "Municipality Contribution").

The Municipality is solely responsible for any over expenditure or improper expenditure relating to the Projects, and the County assumes no responsibility for any over expenditure or improper expenditure.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County for out of pocket expenses or disbursements made in connection with the design, purchase and installation the Project(s).

The Funds to be paid with the proceeds of County bond proceeds will be paid in accordance with the payment provisions set forth in this Agreement.

The County will make payment of the Funds to the Municipality to reimburse the Municipality for costs in the Budget(s) that it incurs in accordance with the terms of this Agreement up to the amount of the County Contribution.

The County in its sole discretion may make an advance payment of up to one-half of the County Contribution for each Project upon submission of an invoice from the Municipality as set forth herein. Such advance payment shall be expended by the Municipality solely and exclusively to pay for the costs permitted as a County Contribution. As work progresses, the Municipality shall submit to the County receipts and other documentation satisfactory to the Commissioner showing use of the advance payment by the Municipality to pay for the costs permitted under this Agreement. Should a Project fail to be fully constructed and installed in accordance with the terms of this Agreement, the Municipality shall repay such advance payment to the County, or the County shall have the right to deduct such amount from any payment due the Municipality under any other contract entered into or subsequently entered into between the County and the Municipality. Upon the Project(s) being fully constructed and operational to the satisfaction of the Commissioner, the County shall pay the Municipality the remaining amount of the County Contribution (or the full amount of the County Contribution if no advance payment was made) to reimburse the Municipality for the costs incurred that constitute County Contribution costs upon it submitting an invoice as set forth herein.

The Municipality shall submit all requests for payment with an invoice, which shall be uniquely numbered, and paid only after submission of all requested documentation concerning the Project or costs and approval of the invoice by the Commissioner. The Municipality shall use best efforts to provide sufficient detail on the invoices and backup documentation to substantiate the basis of the costs permitted as a County Contribution. In no event shall final payment be made to the Municipality for a Project prior to the successful completion of the Project and the approval of same by the Commissioner.

The County will not be liable for any costs in excess of the County Contribution. The County will not be liable for any costs or expenses for the Project(s) paid by the Municipality prior to the execution of this Agreement.

The Municipality will promptly pay all agent(s), contractor(s) and subcontractor(s) for work performed in connection with the design, purchase and installation of the Project(s). In the event the cost to design, purchase and install the Project(s) exceeds the Budget amount for the Project, the Municipality shall be solely liable to pay said excess.

Funds shall be used to pay for costs permitted as a County Contribution incurred by the Municipality solely and exclusively for the Project(s) in accordance with the terms of this Agreement.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to make their books and records available to the County for audit and inspection at reasonable times and upon reasonable notice. The County will not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate or cause cooperation of any agent(s), contractor(s) and sub-contractor(s) with such audit. The County will, in addition, have the right to audit such books and records for a term of not

less than seven (7) years subsequent to payment, noting that such records shall be retained for said period in accordance with State law.

At the County's request, the Municipality shall certify, or provide an audited report from a Certified Public Accountant in which the auditor certifies, that the County Contribution was spent in compliance with the Agreement and did not replace funds previously provided to the Municipality from another source, nor contributed to any surplus.

In the event an audit reflects overpayment by the County or that monies were not fully expended or that monies were improperly expensed, then the Municipality shall reimburse to the County the amount of such overpayment, underpayment or improper payment within 30 days of notice from the County.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality and its respective agent(s), contractor(s) and sub-contractor(s) in connection herewith. Notwithstanding the foregoing, the County expressly disclaims the existence of any third party beneficiary relationship between the County and any such agent(s), contractor(s) and sub-contractor(s).

Section 2.3. The County shall have the right to enter the Property(ies) and conduct inspections of the Project(s). The County will take all necessary safety precautions in doing so and will conduct such inspections in such a way as to minimize any interference with the activities contemplated hereunder.

ARTICLE III

LEASE OF PROPERTY

Section 3.0. Subject to the terms and conditions of Article II, and in order to facilitate the issuance of County bonds and/or notes to finance the County Contribution,

the Municipality hereby grants to the County a lease permitting the County to use and occupy the Property(ies) and Project(s). It is also recognized and understood that the County's sole responsibility shall be to provide an amount not to exceed the amount of the County Contribution and the Municipality shall assume all other responsibilities for all other costs and expenses related to the Project(s) and the Propert(ies).

Section 3.1. It is recognized and understood that the purpose of the lease described in Section 3.0 hereof is to give the County the necessary interest in the real property to be able to issue County bonds or notes to finance the County Contribution, and to ensure that the County and its residents shall receive a continuing benefit from the Project(s), and the County shall have no responsibilities, duties or liabilities to the Municipality or any third parties under the lease other than to provide funding as set forth in Section 2.2 above.

Section 3.2. The consideration for this lease shall be that the Municipality shall ensure that the Property(ies) and EV Charging Station Project(s) are open and accessible to all residents of the County.

Section 3.3. After execution of this Agreement, the Municipality shall be solely responsible for any and all other responsibilities, duties and liabilities related to the Property(ies) and Project(s), other than what the County has specifically committed to in Section 2.2 above. Nothing herein shall be construed to prevent the Municipality from seeking liability protection from third parties, such as from its contractors, but the County shall have no duty to look to any third party for contractual defense and indemnity as defined hereunder.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

Section 4.0. In addition to, and not in limitation of the insurance requirements contained in Schedule "D" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Municipality agrees that except for the amount, if any, of damage

contributed to, caused by or resulting from the sole negligence or intentional or willful misconduct of the County, its elected officials, officers, employees and agents:

(a) the Municipality shall indemnify and hold harmless the County, its elected officials, 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 Project(s), the Property(ies), this Agreement, or the acts or omissions 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 brought against the Indemnities (defined in Section 4.0(c) below) arising directly or indirectly out of the Project(s), the Property(ies) or this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless the County, its 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, that may be imposed upon or incurred by or asserted against any of the Indemnities by reason of any of the following:

(i) Work. Any construction, installation, repair, alteration, addition, replacement, restoration or other work done by or on behalf of Municipality in, on or about the Project(s) or Property(ies) or any part thereof;

(ii) Use. The use, occupation, condition, operation, maintenance, management or supervision of or providing security for all or any portion of the Project(s) or Property(ies), by or on behalf of the Municipality;

(iii) 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 its direction or control, or any of the Municipality's officers, agents, contractors, subcontractors, servants, employees, or invitees in connection with this Agreement, the Project(s) or the Property(ies);

(iv) 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 unless arising from the negligent, intentional or willful conduct of an Indemnitee, or property occurring in, on, or about the Property(ies) or any part thereof, or adjoining or adjacent thereto;

(v) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement; or

(vi) 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.

(vii) Breach of Representation or Warranties. Any material misrepresentation or material omission in any representations, warranties or covenants provided by the Municipality under this Agreement.

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(s) or the Property(ies).

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 Agreement, then the Municipality shall reimburse the County's reasonably attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this Section of the Agreement.

The Municipality may provide proof of self-insurance in lieu of an insurance policy pursuant to Schedule "D". Any proof of self-insurance shall be subject to the approval of the County Director of Risk Management.

Section 4.1. The Municipality shall be responsible for the operation, management, maintenance and security of the Property(ies) and Project(s), including, but not limited to, all software and hardware services, networks, data management, customer support and operational services (collectively, "Management Agreements") to support the operation of the Project(s), at the Municipality's sole cost and expense, for the term of this Agreement. The Project(s) shall be operated as electric vehicle charging stations and shall be available to all County residents for the term of this Agreement.

To the extent any fees are charged by the Municipality either directly or through a Management Agreement, for the use of the Project(s) or Property(ies), the fees charged to non-residents of the Municipality shall not exceed the fees charged to the Municipality's residents. All Management Agreements shall comply with the Tax Covenants set forth in Article VII of this Agreement.

Section 4.2. The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety for the Project(s) and Property(ies) through the Municipality's police department or other agency designated to provide such police services.

Section 4.3. The Municipality shall, at its sole cost and expense, operate, manage, maintain, repair and properly supervise the Project(s) and Property(ies), it being understood and agreed that such operation, management, maintenance, repair and supervision shall be performed by the Municipality to the satisfaction of the Commissioner. The Municipality shall defend and indemnify the County from any liability that may arise from any failure of the Municipality to perform its obligations under this Subsection.

Section 4.4. Following the installation of each Project, the Project shall be available to all residents of the County as required by this Agreement.

Section 4.5. The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the federal, state, County and local governments and all insurance requirements applicable to the Project(s) and Property(ies) or any part thereof or applicable to this Agreement. After construction of a Project is completed, the Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Municipality.

Section 4.6. All advertising and signage to be utilized by the Municipality in connection with the operation of the Property(ies) shall be subject to the prior written approval of the Commissioner and shall be provided in advance for review. The Municipality shall acknowledge the County's contribution towards each Project on any signs erected at the Property(ies) for the Project(s) and on any other publications, documents, etc. mentioning the Project(s).

Section 4.7. In the event the Municipality does not comply with a provision in this Article, the County shall have the right to cure such noncompliance upon thirty (30) days' notice from the County to the Municipality, except in emergencies when such notice period in the County's sole and unreviewable judgment shall be shorter. The cost to cure such noncompliance shall be borne by the Municipality. The failure of the Municipality to reimburse the County for the cost to cure such compliance within thirty (30) days of a written notice demanding such reimbursement shall be deemed a material breach of this Agreement.

Section 4.8. After completion of installation of the Project(s), the Municipality shall not install any fixtures or make any additions, development, improvements or alterations to the Project(s), other than routine maintenance or repair, without the prior written consent of the Commissioner, which shall not be unreasonably withheld. Any such additions, development, improvements or alterations shall be made at the Municipality's sole cost and expense unless otherwise agreed to by the County and the

Municipality. The Municipality shall submit all plans and specifications for all such additions, development, improvements and alteration to the Commissioner for approval. All such additions, development, improvements and alteration shall be completed in a thoroughly workmanlike manner and shall immediately become annexed to and be made a part of the Property.

Section 4.9. It is understood and agreed to between the parties that the Property(ies) are to be used during the term of this Agreement for the use and benefit of the County residents as EV charging station(s) as set forth in this Agreement.

Section 4.10. Except for the amount of funding to be advanced or reimbursed by the County under Section 2.2 above, the Municipality shall be responsible for all costs in relation to the Project(s), Property(ies) and this entire Agreement, 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 except as herein otherwise expressly set forth.

Section 4.11. The Municipality shall pay any and all taxes, assessments, special assessments, personal property and intangible taxes, gross receipts, sales, use or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, arising from the use or ownership of the Project(s) or the Property(ies) which shall or may be assessed levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property(ies) or any part thereof.

Section 4.12. The Municipality represents that is has complied with the requirements of the State Environmental Quality Review Act, and its implementing regulations, 6 NYCRR Part 617, ("SEQRA") with regard to the Project(s), including

conducting coordinated review with the County as an involved agency unless otherwise directed by the County.

Section 4.13. The provisions of this Article IV shall survive termination or expiration of this Agreement.

ARTICLE V

RESPONSIBILITIES OF THE COUNTY

Section 5.0. The County shall have no responsibility for anything other than that set forth in Section 2.2 above.

ARTICLE VI

REPRESENTATIONS OF THE MUNICIPALITY

Section 6.1. The Municipality represents and warrants as follows:

(a) The design, supervision and workmanship furnished by the Municipality with respect to the installation of the Project(s) will be in accordance with sounds and currently accepted scientific standards and best engineering practices;

(b) It will use its best efforts to assure and shall require in any contract documents with its contractors and subcontractors that all materials, equipment and workmanship furnished by contractors and subcontractor of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;

(c) To the best of the Municipality's current knowledge and information the Budget(s) attached hereto and forming a part hereof as Schedule "C" lists the anticipated true and correct costs for the Project(s);

(d) The consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bounds or affect; and

(e) It is the fee title holder of the Property(ies).

ARTICLE VII
TAX COVENANTS

Section 7.0. Tax Covenants. For so long as any federally tax-exempt County bonds issued to finance the Project(s) remain outstanding, the Municipality covenants as follows (as used in this section, the term "bonds" shall also include short-term notes):

(a) The Municipality shall at all times do and perform all acts and things necessary or appropriate under any current and valid provision of law, and that are within the Municipality's control, in order to assure, in the opinion of the County's bond counsel, that the interest on County bonds shall not be included in the gross income of the owners of the County bonds for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Municipality will take no action to cause the interest on the County bonds to be included in the gross income of the owners of the County bonds for federal income tax purposes under the Code.

(b) The Municipality shall not use or permit any use of the Project(s) purchased or installed with the proceeds of any County bonds, which, in the opinion of the County's bond counsel, would cause the County bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code, and the Municipality hereby covenants that it shall not permit any individual or entity other than the County, the Municipality or any other unit or instrumentality of a State or local government acting through its officers and employees ("Non-Governmental Person") to "use directly or

indirectly in a trade or business carried on by such person" (within the meaning of Section 141 of the Code), any portion of the Project(s) without the prior written consent of the County.

(c) The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to cooperate with the County in providing documentation, certifications or other reasonably required information to support the conclusion that such bonds and/or notes meet the requirements of federal tax-exemption.

(d) The provisions of this Article VII shall survive the expiration or termination of this Agreement.

Section 7.1. Tax Compliance Procedures. In order to implement compliance with the tax covenants of Section 7.0 hereof, the County and the Municipality agree as follows:

(a) County Consent Regarding Management Agreements.

(i) Procedure. The Municipality shall not enter into any agreement for Private Business Use (as defined in Section 141 (b)(6) of the Code), including but not limited to any Management Agreement, for the Project(s) unless the Municipality first requests in writing the County's consent to such activity and the County so consents in writing.

(ii) Indemnification. The Municipality shall indemnify and hold the County harmless from any loss, cost, damage or expense arising from or connected with a claim of loss of the tax-exempt status of interest on the County's bonds as a result of the use of the Project(s), including Management Agreements, to which the County has not consented pursuant to this Subsection 7.1(a).

(b) Certification by Municipality of Tax Compliance.

(i) Annual Certification. At the request of the County, the Chief Executive Officer of the Municipality shall provide the County with a certification in the form acceptable to the County that the Municipality's Management Agreement(s), if any, are in compliance with the Code, regulations of the Treasury Department and pronouncements of the Internal Revenue Service.

(ii) Indemnification; Inability to Provide Certifications. The Municipality agrees to indemnify and hold the County harmless from and against any loss, cost or expense arising from or connected with any claim of loss of the tax-exempt status of interest on the County bonds as a result of (A) any material misrepresentation or material omission in a certification provided by the Municipality pursuant to this section or (B) notification by the Municipality that it is unable to provide the certification required by this subsection. The Municipality shall promptly notify the County of any inability to provide any certification required by this subsection and of the reason therefore and the Municipality further agrees expeditiously to provide to the County all information pertinent to its inability to provide such certification.

ARTICLE VIII
NOTICES

Section 8.0. 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 sent by hand or overnight courier, 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.

To the County:

Commissioner of Public Works and Transportation
County of Westchester
148 Martine Avenue, Room 528
White Plains, New York 10601

with a copy to:

County Attorney
148 Martine Avenue, Room 600
White Plains, New York 10601

To the Municipality:

_____

_____

_____

_____

ARTICLE IX
MISCELLANEOUS

Section 9.0. Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

Section 9.1. In the event that the Municipality materially defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon ninety (90) days notice to the Municipality; provided, however, that the Municipality may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. This provision shall not affect the termination provision found in Section 4.7 of this Agreement. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

Section 9.2. 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. Nothing in this

Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 9.3. 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 9.4. 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 contractor(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 9.5. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 9.6. 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 9.7. The Municipality agrees to observe and obey any and all federal, state and local laws, rules, regulations, and requirements, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

Section 9.8. 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 9.9. 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 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 9.10. The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

Section 9.11. 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 9.12. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

Section 9.13. 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 Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

Section 9.14. In the event that all or any part of the Property(ies) shall be taken in a condemnation proceeding, or by right of eminent domain, or by agreement by any governmental authority authorized to exercise such rights, then, and in any such event, any such condemnation proceeds payable to the County for its interest in the Property(ies) shall be distributed to the County.

Section 9.15. The Municipality represents that it has all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary parties. The County represents that this Agreement has been approved by the Board of Legislators of the County of Westchester on the ___ day of _____, 2025 by Local Law No. _____-2025.

Section 9.16. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Hugh J Greechan, Jr. PE
Commissioner of Department of Public Works and Transportation

THE MUNICIPALITY

By _____
(Name and title)

Authorized by Local Law No. _____ adopted by the Board of Legislators of the County of Westchester on the _____ day of _____, _____.

Approved:

_____
Associate County Attorney
County of Westchester
S/Noe/DPW/EV Charging Station IMA

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/she, the said _____

resides at _____

and that he/she 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/she, the said _____ resides at _____, and that he /she is the _____ of said municipal corporation.
(title)

_____
Notary Public County

SCHEDULE "A"

(LIST OF PROPERTY(IES))

DRAFT

SCHEDULE "B"

SCOPE(S) OF WORK FOR EV CHARGING STATION PROJECT(S)

DRAFT

SCHEDULE C

BUDGET(S) FOR EV CHARGING STATION PROJECT(S)

DRAFT

SCHEDULE "D"

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, as its interest may appear, 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, as its interest may appear, 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, as its interest may appear:

(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.

DRAFT

REFERENCE BPF39

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF $5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE INSTALLATION OF ELECTRIC VEHICLE (EV) CHARGING STATIONS AT VARIOUS MUNICIPAL LOCATIONS WITHIN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,000,000 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, and to the provisions of other laws applicable thereto, $5,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the installation of electric vehicle (EV) charging stations and associated infrastructure at various municipal locations within the County, 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 $5,000,000. The plan of financing includes the issuance of $5,000,000 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.

Section 2. The period of probable usefulness of the specific object or purpose for which said $5,000,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 35 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 $5,000,000. 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 $5,000,000 as the estimated total cost of the aforesaid class of objects or purposes 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. 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 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____.

(SEAL)

The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

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 $5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE INSTALLATION OF ELECTRIC VEHICLE (EV) CHARGING STATIONS AT VARIOUS MUNICIPAL LOCATIONS WITHIN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,000,000 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 installation of electric vehicle (EV) charging stations and associated infrastructure at various municipal locations within the County, 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:	$5,000,000; five (5) years

Dated: _____, 20____
White Plains, New York

_____
The Clerk and Chief Administrative Officer of the County Board of Legislators, County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*	☒ CBA	Fact Sheet Date:*
BPF39		02-11-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	ELECTRIC VEHICLE CHARGING STATIONS AND INFRASTRUCTURE	
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	PUBLIC WORKS	2853

Overall Project Description

This project funds the installation of electric vehicle (EV) charging stations and associated infrastructure at various County and municipal locations. The County will work with NYSERDA, NYPA and NYSDEC to explore any Non-County funding that may be available for this project.

☒ 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	87,000	45,000	5,000	10,000	10,000	10,000	7,000	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	87,000	45,000	5,000	10,000	10,000	10,000	7,000	0

Expended/Obligated Amount (in thousands) as of : 7,961

Current Bond Description: Funding is requested for the installation of electric vehicle (EV) charging stations and associated infrastructure at the various municipal locations (attached).

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	5,000,000
Cash:	0
Total:	**$ 5,000,000**

SEQR Classification:

TYPE II/UNLISTED

Amount Requested:

5,000,000

Comments:

Energy Efficiencies:

THIS PROJECT PROMOTES THE USE OF ELECTRIC VEHICLES WHICH HELPS TO REDUCE GREENHOUSE GAS EMISSIONS.

Appropriation History:

Year	Amount	Description
2020	1,000,000	FUNDING FOR INITIAL PHASE
2022	1,000,000	ADDITIONAL INSTALLATION OF ELECTRIC VEHICLE (EV) CHARGING STATIONS
2023	18,000,000	ADDITIONAL EV CHARGING STATIONS
2024	25,000,000	CONTINUATION OF THIS PROJECT
2025	5,000,000	CONTINUATION OF THIS PROJECT (MUNICIPAL LOCATIONS)

Total Appropriation History:
50,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
20	84	1,000,000	697,756	INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ACROSS COUNTY
21	220	1,000,000	391,941	ELECTRIC VEHICLE CHARGING STATIONS AND INFRASTRUCTURE
23	6	8,000,000	0	

Total Financing History:
10,000,000

Recommended By:

Department of Planning	**Date**
MLLL	04-30-2025
Department of Public Works	**Date**
RJB4	05-05-2025
Budget Department	**Date**
DEV9	05-05-2025
Requesting Department	**Date**
MLLL	05-05-2025

ELECTRIC VEHICLE CHARGING STATIONS AND INFRASTRUCTURE
(BPF39)

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	87,000	45,000	8,047	5,000	10,000	10,000	10,000	7,000	
Non County Share			(337)						
Total	87,000	45,000	7,710	5,000	10,000	10,000	10,000	7,000	

Project Description

This project funds the installation of electric vehicle (EV) charging stations and associated infrastructure at various County and municipal locations. The County will work with NYSERDA, NYPA and NYSDEC to explore any Non-County funding that may be available for this project.

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	5,000,000			5,000,000

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
2020	1,000,000	Funding for initial phase	COMPLETE
2022	1,000,000	Additional installation of electric vehicle (EV) charging stations	COMPLETE
2023	18,000,000	Additional EV charging stations	$8,000,000 - IN PROGRESS; $10,000,000 AWAITING BOND AUTHORIZATION
2024	25,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	45,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	45,000,000	1,089,698	43,910,302
Federal Funds		282,250	(282,250)
State Funds		55,000	(55,000)
Total	45,000,000	1,426,948	43,573,052

ELECTRIC VEHICLE CHARGING STATIONS AND INFRASTRUCTURE
(BPF39)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
84	20	1,000,000	12/01/21	143,750	302,244
			12/01/22	286,155	
			12/01/22	31,059	
			11/30/23	215,559	
			11/30/23	21,233	
220	21	1,000,000	11/30/23	356,797	608,059
			11/30/23	35,145	
6	23	8,000,000			8,000,000
Total		10,000,000		1,089,698	8,910,302

RESOLUTION NO. - 2025

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. -2025 entitled "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with 86 Main St Yonkers AMS LLC, for approximately 12,273 square feet of space on the 6th floor of the building located at 86 Main Street, Yonkers, New York, with 24 reserved parking spaces at the adjacent Buena Vista Parking Garage, for use by the Department of Health." The public hearing will be held at 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.

Dated: , 2025
White Plains, New York

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending this Honorable Board adopt a Local Law to authorize the County of Westchester (the "County"), acting by and through its Department of Health ("Department" or "Department of Health"), to enter into a lease agreement ("Lease") with 86 Main St Yonkers AMS LLC (the "Landlord") in order to lease approximately 12,273 square feet of space on the 6th floor of the building ("Building") located at 86 Main Street, Yonkers, New York (collectively the "Leased Premises" or "Premises"), with 24 parking spaces at the adjacent Buena Vista Parking Garage allocated for use by County employees and invitees, to be used for general, administrative, medical, clinical use, and executive offices and for any other lawful purposes. Upon execution of the Lease and from time to time, the Landlord will request contiguous and/or reserved parking spaces from the Yonkers Parking Authority, which is subject to the discretion and approval of such authority.

Your Committee is advised that the Leased Premises will be occupied by the County's Department of Health, replacing space currently leased by the Department at 20 South Broadway, Yonkers, New York, for the continued operation of the Department's Clinic in the Yonkers area and implementation of important Department programs, including the essential Women, Infant and Children Nutrition Services ("WIC") program.

Your Committee is advised that the initial term of the Lease will be for a period of ten (10) years (the "Initial Term"), with the County having the option to extend the Initial Term by two (2) additional five year periods (individually, the "First Extended Term" and "Second Extended Term" and collectively, the "Extended Terms"), upon at least nine (9) months advance written notice to the Landlord. The Initial Term of the Lease will commence on the earlier of (i) the date the Landlord's renovation work to the Premises ("Landlord's Work") is "Substantially Completed"; or (ii) the date the County occupies the Leased Premises. The Landlord's Work will be deemed "Substantially Completed" when the Premises will be completed in a manner consistent with finished medical office space in buildings similarly situated. The Landlord will provide written notice to the County setting forth the date the Landlord's Work has been completed ("Completion

Notice"). The County has ten (10) days following delivery of such Completion Notice to inspect and provide to Landlord a punchlist of uncompleted items which in the County's reasonable opinion render the Landlord's Work not substantially completed. In the event the County fails to to so notify Landlord within said ten (10) period, the Landlord's Work will be deemed complete.

Your Committee is also advised that the Landlord will process the Landlord's Work with diligence to allow occupancy of the Leased Premises by the County's Department of Health by January 1, 2026. In the event the Landlord's Work is not "Substantially Completed" on or before ten (10) months from the date the Lease is fully executed, for any reason other than a County's delay, the County's sole and exclusive remedy will be to receive an abatement of Fixed Rent equal to two (2) days for each day beyond such 10-month period.

Your Committee is also advised that the fixed basic rent for the Initial Term, will be paid in equal monthly installments, as set forth below noting that there is a 2.0% annual increase over the rent paid during the immediately preceding year ("Fixed Rent"):

Year	Annual Payment	Monthly Installment
Year 1	$454,101.00	$37,841.75
Year 2	$463,183.08	$38,598.59
Year 3	$472,446.72	$39,370.56
Year 4	$481,895.64	$40,157.97
Year 5	$491,533.56	$40,961.13
Year 6	$501,364.20	$41,780.35
Year 7	$511,391.52	$42,615.96
Year 8	$521,619.36	$43,468.28
Year 9	$532,051.68	$44,337.64
Year 10	$542,692.68	$45,224.39

Your Committee is further advised that, the County will pay the first month of Fixed Rent upon execution of the Lease by both parties and delivery of the Lease by the County to the Landlord. In addition, the Landlord will agree to a 6 month rent concession for months 2-7 of the first year of the Initial Term in the total amount of $227,050.50. The Fixed Rent for the Extended Terms will be the fair market rental value of the Premises for similar properties within the same

geographic area prevailing six (6) months prior to the commencement of each such Extended Term. Such rent will not be more than 2% of the Fixed Rent payable for the immediately preceding month or less than $37.00 per square foot for the First Extended Term or less than $41.00 per square foot for the Second Extended Term.

In addition to the Fixed Rent, the County will also pay a total aggregate monthly rent of $3,120.00 ($130 per space per month) for the 24 reserved parking spaces ("Parking Rent") or such other monthly rental amount based upon actual parking costs incurred by the Landlord as required by the City of Yonkers. The County has the right to decrease the number of parking spaces, in which event the monthly Parking Rent will be adjusted downward.

Furthermore, your Committee is advised that the County will also pay as additional rent ("Additional Rent") all other operating costs, expenses and fees, including, but not limited to utility costs, such as electricity, water, sewer, gas, heating, ventilating, air conditioning, insurance costs and taxes that exceed Base Year 2026. The County will purchase electricity from the Landlord at the same rate paid by Landlord to the utility company, pursuant to a meter(s) installed and maintained by the Landlord, plus $1,000.00 per annum for Landlord's overhead and supervision. In addition, the County is responsible to clean the Premises, at the County's cost, by contracting directly with the Landlord's approved cleaning contractor.

In addition, your Committee is advised that the County will have 24x7 access to the Leased Premises, except during circumstances beyond Landlord's control, and subject to Landlord's reasonable restrictions and Building-wide security regulations and operating procedures for the Builidng.

Furthermore, your Committee is advised that the Landlord will provide security to the Building, including the Leased Premises and the Common Areas, comprised of, at a minimum, a 24 x 7 virtual doorman system and cameras in all Common Areas. The County, at its sole cost, may install a security system in the Leased Premises which uses master codes or cards instead of keys provide it gives the Landlord with the master code or card for such system.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Lease 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.

Your Committee is advised that pursuant to Section 104.11(5)(d) of the Laws of Westchester County, leases of the property of others for County purposes for terms exceeding ten (10) years may be made only by local law adopted by the affirmative vote of a majority of all the members of the Board of Legislators. Prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Upon careful consideration, your Committee finds the proposed Lease to be in the County's best interests as it provides for an adequate space for the Department of Health for the continued operation of the Department of Health's Clinic in the Yonkers area and implementation of important Department programs, including the WIC program, and therefore your Committee recommends approval of the proposed Local Law.

DOH/cmc.06.13.2025

Dated: July 14th, 2025

White Plains, New York

COMMITTEE ON

Budget & Appropriations

Human Services

FISCAL IMPACT STATEMENT

SUBJECT: 86 Main St ☐ **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 $ 675,015

Total Current Year Revenue $ -

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-27-0010-4380-HSSS for 2025 Build out

101-46-3300-3367-4320-GGDS for following years

Potential Related Operating Budget Expenses: Annual Amount $800,000

Describe: 2025: $5675,015 for Build out,

2026: $541,310 for Rent, Electricity, Parking, Security, Cleaning, Operating, Moving.

2027: $739,379 for Rent, Electricity, Parking, Security, Cleaning, Operating

Potential Related Operating Budget Revenues: Annual Amount

Describe: None

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

Current Year: None

Next Four Years: Rent @ 20 S. Broadway, approximately $550,000 annually

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation

Date: June 13, 2025

Reviewed By: Budget Director

Date: 6/13/25

SEQR STATUS SHEET

TO BE ATTACHED

Westchester County

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

FROM: Blanca P. Lopez, M.S. BPL
Commissioner

DATE: April 24, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF 86 MAIN STREET, YONKERS FOR DEPARTMENT OF HEALTH**

PROJECT/ACTION: Lease agreement for approximately 12,273 square feet of space in a building located at 86 Main Street, Yonkers, along with 24 reserved parking spaces at the adjacent Buena Vista Parking Garage, to be used by the Westchester County Department of Health for general, administrative and clinical purposes. This will replace currently leased space at 20 South Broadway, Yonkers, and provide for the continued operation of the department's clinic in the Yonkers area, as well as for the continued implementation of the department's essential programs, such as the Women Infant and Children Nutrition Services program. The lease will be for a term of 10 years with a County option to extend the term by two additional 5-year periods. Under the lease agreement, the landlord will renovate the interior space to serve the department's needs.

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)(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)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None.

BPL/cnm
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
David S. Kvinge, Assistant Commissioner
Claudia Maxwell, Principal Environmental Planner

LOCAL LAW INTRO NO. 2025 - _____

A Local Law authorizing the County of Westchester to enter into a lease agreement with 86 Main St Yonkers AMS LLC, for approximately 12,273 square feet of space on the 6th floor of the building located at 86 Main Street, Yonkers, New York, with 24 reserved parking spaces in the adjacent Buena Vista Parking Garage, for use by the Department of Health.

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 a lease agreement ("Lease") with 86 Main St Yonkers AMS LLC (the "Landlord") in order to lease approximately 12,273 square feet of space on the 6th floor of the building ("Building") located at 86 Main Street, Yonkers, New York (collectively the "Leased Premises" or "Premises"), with 24 parking spaces at the adjacent Buena Vista Parking Garage allocated for use by County employees and invitees, substantially similar to the form of agreement annexed hereto and made a part hereof.

§2. The Leased Premises shall be occupied by the Department of Health for general, administrative, medical, clinical use, and executive offices and for any other lawful purposes, including for the continued operation of the Department's Clinic in the Yonkers area and implementation of important Department programs, including the essential Women, Infant and Children Nutrition Services ("WIC") program.

§3. The initial term of the Lease shall be for a period of ten (10) years (the "Initial Term"), with the County having the option to extend the Initial Term by two (2) additional five year periods, upon at least nine (9) months advance written notice to the Landlord. The Initial Term of the Lease will commence on the earlier of (i) the date the Landlord's renovation work to the Premises ("Landlord's Work") is "Substantially Completed" ; or (ii) the date the County occupies the Leased Premises. The Landlord's Work will be deemed "Substantially Completed" when the Premises will be completed in a manner consistent with finished medical office space in buildings similarly situated.

§4. The Landlord shall provide written notice to the County setting forth the date the Landlord's Work has been completed ("Completion Notice").

§5. The County shall have ten (10) days following delivery of such Completion Notice to inspect and provide to Landlord a punchlist of uncompleted items which in the County's reasonable opinion render the Landlord's Work not substantially completed. In the event the County fails to to so notify Landlord within said ten (10) period, the Landlord's Work shall be deemed complete.

§6. The Landlord shall process the Landlord's Work with diligence to allow occupancy of the Leased Premises by the County's Department of Health by January 1, 2026. In the event the Landlord's Work is not "Substantially Completed" on or before ten (10) months from the date the Lease is fully executed, for any reason other than a County's delay, the County's sole and exclusive remedy shall be to receive a rent abatement equal to two (2) days for each day beyond such 10-month period.

§7. The County shall pay the fixed basic rent for the Initial Term in equal monthly installments, as set forth below noting that there is a 2.0% annual increase over the rent paid during the immediately preceding year ("Fixed Rent"):

Year	Annual Payment	Monthly Installment
Year 1	$454,101.00	$37,841.75
Year 2	$463,183.08	$38,598.59
Year 3	$472,446.72	$39,370.56
Year 4	$481,895.64	$40,157.97
Year 5	$491,533.56	$40,961.13
Year 6	$501,364.20	$41,780.35
Year 7	$511,391.52	$42,615.96
Year 8	$521,619.36	$43,468.28
Year 9	$532,051.68	$44,337.64
Year 10	$542,692.68	$45,224.39

§8. The County shall pay the first month of Fixed Rent upon execution of the Lease by both parties and delivery of the Lease by the County to the Landlord. The County will receive a six (6) month rent concession for months 2-7 of the first year of the Initial Term in the total amount of $227,050.50.

§9. County shall pay a total aggregate monthly rent of $3,120 ($130 per space per month) or such other monthly rental amount based upon actual parking costs incurred by the Landlord as required by the City of Yonkers for the 24 reserved parking spaces ("Parking Rent"). The County shall have the right to decrease the number of parking spaces, in which event the monthly Parking Rent shall be adjusted downward.

§10. The County shall pay additional rent ("Additional Rent") all other operating costs, expenses and fees, including, but not limited to utility costs, such as electricity, water, sewer, gas, heating, ventilating, air conditioning, insurance costs and taxes that exceed Base Year 2026. IThe County shall purchase electricity from the Landlord at the same rate paid by Landlord to the utility company, pursuant to a meter(s) installed and maintained by the Landlord, plus $1,000.00 per annum for Landlord's overhead and supervision. In addition, the County is responsible to clean the Premises, at the County's cost, by contracting directly with the Landlord's approved cleaning contractor.

§11. County shall have 24x7 access to the Leased Premises, except during circumstances beyond Landlord's control, and subject to Landlord's reasonable restrictions and Building-wide security regulations and operating procedures for the Builidng.

§12. Landlord shall provide security to the Building, including the Leased Premises and the Common Areas, comprised of, at a minimum, a 24 x 7 virtual doorman system and cameras in all Common Areas. The County, at its sole cost, may install a security system in the Leased Premises which uses master codes or cards instead of keys provide it gives the Landlord with the master code or card for such system.

§13. This Local Law shall take effect immediately.

LEASE

86 MAIN ST YONKERS AMS LLC

Landlord

TO

The County of Westchester
By and through its Department of Health

Tenant

Premises:
12,273 Square Feet on the
6th Floor
at
86 Main Street,
Yonkers, New York 10701

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THIS AGREEMENT OF LEASE, made as of the ___ day of _____, 2025, between 86 Main St Yonkers AMS LLC, a New York limited liability company having an address at 1 Bridge Plaza North, Suite 840, Fort Lee, NJ 07024 ("Landlord"), and the County of Westchester, a municipal corporation of the State of New York, acting by and through its Department of Health, having an address at 11 Martine Avenue, White Plains, New York 10601 ("County of Westchester" or "Tenant").

WITNESSTH:

That the parties hereto, for themselves, their legal representatives, successors and permitted assigns, hereby covenant and agree as follows:

Except as otherwise provided, capitalized terms herein shall have the meaning set forth in the Appendix to Lease attached hereto, and made a part hereof.

ARTICLE 1. DEMISE PREMISES, TERM, RENT

Section 1.01 Lease of Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the 6th floor (exclusive of common areas) of the Building located at 86 Main Street, Yonkers, New York, consisting of approximately 12,273 square feet of space as more particularly described in **Schedule A** annexed hereto and a made a part hereof (the "**Premises**") upon and subject to the terms, covenants and conditions of this Lease, for the Term.

Section 1.02 Term.

(a) The term of this Lease, for which the Premises are leased, shall be for ten (10) years ("Initial Term") and shall commence on the date (the "**Commencement Date**") which shall be the earlier of: (i) the day on which the Landlord's Work is Substantially Completed (in accordance with Article 3) and Landlord delivers the Premises to Tenant; or (ii) the day Tenant first occupies the Premises; and shall end at noon on the date that immediately precedes the date that is ten (10) years from the Commencement Date (the "**Fixed Expiration Date**"), or shall end on such earlier date upon which said term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law unless extended pursuant to the provisions of Article 39 hereof. If requested by either Landlord or Tenant, promptly after the occurrence of the Commencement Date, Landlord shall prepare and Landlord and Tenant shall execute and deliver to the other, within twenty (20) days after such request, a letter confirming and specifying the occurrence of the Commencement Date, specifying the Rent Commencement Date and specifying the Fixed Expiration Date; provided, however, that the failure of either party to execute or deliver such letter shall not affect the determination of such dates and periods in accordance with the provisions of this Lease.

(b) The Tenant, at its sole option, shall have the option to extend the term of this Lease for up to two (2) additional five-year terms upon the terms and at the rental amounts set forth in Section 39.

(c) If Tenant remains in possession of the Premises or any part thereof after the Expiration Date, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental, payable monthly in advance, in an amount equal to the monthly rental for the immediately preceding month, plus all other charges and additional rent payable hereunder and upon all terms hereof applicable to a month to month tenancy. In such case, either party may thereafter terminate this Lease at any time upon giving not less than thirty (30) days written notice to the other party.

(d) Tenant may remain in possession of the Premises or any part thereof after the Expiration Date or earlier termination of the Lease Term without the express written consent of Landlord, provided Tenants pays to Landlord an amount equal to (x) (A) for the first two (2) months of holdover, the Fixed Rent payable for the month immediately preceding the Expiration Date or earlier termination of this Lease, (B) for the third (3rd) and fourth (4th) month of holdover, 125% of the Fixed Rent payable for the last applicable monthly installment of rent provided for herein, and (C) thereafter, 150% of Fixed Rent payable for the last applicable monthly installment of rent provided for herein; (y) together with all other charges and additional rent payable hereunder and otherwise upon the terms, covenants and conditions as specified in this Lease. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal or extension of this Lease. The provisions of this subparagraph are in addition to and do not affect Landlord's right of re-entry or any other rights or remedies of Landlord under this Lease or otherwise provided by law.

Section 1.03 Fixed Rent

The Premises shall be leased at an annual rent (the "**Fixed Rent**") equal to, which reflects a two percent (2%) annual increase over the immediately preceding year:

(a) for the period commencing on the Commencement Date and ending on the day immediately preceding the first (1st) anniversary thereof: $37,841.75 per month;

(b) for the period commencing on the first (1st) anniversary of the Commencement Date and ending on the day immediately preceding the second (2nd) anniversary thereof: $38,598.59 per month;

(c) for the period commencing on the second (2nd) anniversary of the Commencement Date and ending on the day immediately preceding the third (3rd) anniversary thereof: $39,370.56 per month;

(d) for the period commencing on the third (3rd) anniversary of the Commencement Date and ending on the day immediately preceding the fourth (4th) anniversary thereof: $40,157.97 per month;

(e) for the period commencing on the fourth (4th) anniversary of the Commencement Date and ending on the day immediately preceding the fifth (5th) anniversary thereof: $40,961.13 per month;

(f) for the period commencing on the fifth (5th) anniversary of the Commencement Date and ending on the day immediately preceding the sixth (6th) anniversary thereof: $41,780.35 per month;

(g) for the period commencing on the sixth (6th) anniversary of the Commencement Date and ending on the day immediately preceding the seventh (7th) anniversary thereof: $42,615.96 per month;

(h) for the period commencing on the seventh (7th) anniversary of the Commencement Date and ending on the day immediately preceding the eighth (8th) anniversary thereof: $43,468.28 per month;

(i) for the period commencing on the eighth (8th) anniversary of the Commencement Date and ending on the day immediately preceding the ninth (9th) anniversary thereof: $44,337.64 per month; and

(j) for the period commencing on the ninth (9th) anniversary of the Commencement Date and ending on the Fixed Expiration Date: $45,224.39 per month.

Section 1.04 Payment of Rent

(a) Tenant shall pay the Fixed Rent in lawful money of the United States which shall be legal tender for payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance as aforesaid, on the first (1st) day of each calendar month during the Term commencing on the Commencement Date, at the office of Landlord or such other place as Landlord may designate. Tenant covenants and agrees to pay all Rental in accordance with the terms of this Lease. Tenant shall pay all such Rental promptly when due, without notice or demand therefor and without any set-off, offset, credit, abatement or deduction of any kind whatsoever, except where expressly so provided in this Lease. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Rental shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

(b) Tenant shall pay, upon execution and delivery of this Lease by Tenant an amount equal to the first month(s) Fixed Rent ($37,841.75). If the Rent Commencement Date is on the first date of a month, such payment shall be credited against the first full monthly installment of Fixed Rent due and payable under this Lease. If the Rent Commencement Date is not on the first day of a month, then on the Rent Commencement Date Tenant shall pay Fixed Rent for the period from the Rent Commencement Date through the last day of such month, and the payment made by Tenant upon the execution and delivery of this Lease shall be credited against the first full monthly installment of Fixed Rent.

(c) Notwithstanding anything to the contrary, but provided that Tenant is not in default under any of the terms (after applicable notice and cure periods), covenants and conditions in this lease on Tenant's part to observe, perform or comply with, the Fixed Rent due and payable under this Lease shall be abated for the first six (6) month period beginning on the second monthly anniversary of the Commencement Date and ending on the day immediately prior to the expiration of the seventh monthly anniversary of the Commencement Date (free rent for the period from the second month through the seventh month of the Initial Term), in the total amount of $227,050.50 (the "**Free Rent**"), but there shall be no other abatements of Rent during the Term. The date immediately following the expiration of the above-described abatement period is herein called the "**Rent Commencement Date**".

(d) If any of the Rental payable under the terms and provisions of this Lease shall be or become uncollectible, reduced or required to be refunded because of any act or law enacted by a Governmental Authority, Tenant shall enter into such agreement(s) and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (but not in excess of the amounts agreed therefor under this Lease). Upon the termination of such legal rent restriction, (a) the Rental which was uncollectible, reduced or refunded shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination, and (b) Tenant shall pay to Landlord promptly upon being billed, to the maximum extent legally permissible, an amount equal to (i) the Rental which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the Rental paid by Tenant, or received by Landlord with respect to the Premises, during the period such legal rent restriction was in effect.

(e) All Additional Rent of every kind shall be deemed to be Rental, and Tenant's failure to pay same shall be considered a failure to pay Rental hereunder, and Landlord shall be entitled to all rights and remedies provided herein or by law in equity in connection therewith.

ARTICLE 2. USE AND OCCUPANCY

Section 2.01 Tenant shall use and occupy the Premises for general, administrative, clinical, medical use, including the implementation and operation of its "Women, Infant and Children

Nutrition Services and Clinic (WIC)" program, and executive offices, and all other legal uses permitted by law and for no other purpose. Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, (1) for the business of photographic, multilith or multigraph reproductions or offset printing; (2) for a banking, trust company, depository, guarantee or safe deposit business; (3) as a savings bank, a saving and loan association, or as a loan company; (4) for the sale of travelers checks, money orders, drafts, foreign exchange or letters of credit or for the receipt of money for transmissions; (5) as a stockbroker's or dealer's office or for the underwriting or sale of securities; (6) by the United State Government, the City of Yonkers or City or State of New York, any foreign government, the United Nations or any agency or department of any of the foregoing; (7) for the preparation, dispensing or consumption of food or beverages in any manner whatsoever, except for the consumption by Tenant's officers, employees and business guests; (8) as an employment agency, executive search firm or similar enterprise, labor union, travel agency, school, or vocations training center (except for the incidental training of employees of Tenant intended to be employed at the Premises for the conduct of Tenant's business); (9) as a barber shop or beauty salon; (10) as an off-track betting or other betting establishment; (11) any charitable, religious, union or other not-for-profit organization or any tax exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended; or (12) the conduct of obscene, pornographic or similar or dissimilar disreputable activities or for any unlawful use or for any dangerous or noxious trade or business. Notwithstanding anything to the contrary herein, Tenant will not at any time use or occupy the Premises in violation of the certificate of occupancy issued for the Building.

Section 2.02 Tenant shall, at its sole cost and expense, obtain and maintain all necessary licenses and permits from Governmental Authorities for the operation of its business in the Premises and shall at all times fully comply with their terms and provisions, but nothing contained herein shall make the issuance of any such permit or license a precondition to the effectiveness of this Lease. Landlord shall cooperate with Tenant in Tenant's efforts to obtain any such licenses and permits, provided and on condition that in connection therewith (a) Tenant shall pay any and all of Landlord's reasonable costs, (b) Landlord shall not incur any obligation or liability of any kind as determined in Landlord's sole but reasonable discretion and (c) no action shall be taken which (as determined by Landlord in its sole but reasonable discretion) would adversely affect the Building, or the use and enjoyment thereof by Landlord or others. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actual loss, liability, damage, cost and expense (including, without limitation, reasonable attorneys' fees and costs) incurred by Landlord in connection with such application and/or procuring or attempting to procure any such license and/or permits or any modification of the certificate of occupancy (including, without limitation, any damages sustained by reason of such Alterations). Additionally, should Alterations or Tenant's use of the Premises require any modification or amendment of any certificate of occupancy for the Building (including, without limitation, such modification of the certificate of occupancy for the Building as may be necessary for Tenant to occupy the Premises), Tenant shall, at its expense, take all actions necessary in order to enable Landlord to procure any such modification or amendment and shall reimburse Landlord (as Additional Rent) for all reasonable costs and expenses Landlord incurs in

connection with said modifications or amendments upon presentation of a bill therefor. The foregoing provisions are not intended to be deemed Landlord's consent to any Alterations or to a use of the Premises not otherwise permitted hereunder nor to require Landlord to consent to any work requiring such modifications or amendments of any certificate of occupancy, or to effect such modifications or amendments of any certificate of occupancy.

Section 2.03 Intentionally Omitted.

Section 2.04 Notwithstanding anything in this Lease to the contrary, Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner or in violation of any certificate of occupancy for the Building or the Premises, and Tenant shall not permit the Premises or any part thereof to be used in any manner or anything to be done, brought into or kept therein which, in Landlord's determination, shall materially impair or interfere with (i) the exterior appearance of the Building or the Premises, (ii) any of the Building Systems, the Basic Construction of the Building or the proper and economic cleaning or other servicing of the Building or the Premises, (iii) the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building, or (iv) the character or reputation of the Building as a "Class A" office building. Tenant shall not use or permit the use of the Premises in any way which in the sole but reasonable determination of Landlord would create a nuisance, public or private, or which might cause injury to the Building or the Premises or any Building Systems or to any person or property, or which would discharge unlawful fumes, vapors or odors outside the Premises.

ARTICLE 3. ALTERATIONS

Section 3.01 Landlord's Initial Work.

(a) The obligations, covenants and agreements of Landlord to make certain renovations to the Premises (the "**Landlord's Work**"), at Landlord's cost are set forth in **Schedule C** attached hereto and made a part hereof, provided, however, that Landlord shall have the right to make any changes to Landlord's Work required by any Governmental Authority for compliance with Requirements of Law. The Landlord's Work shall be performed by Landlord only once, it being understood that Landlord's obligation to perform Landlord's Work is a single, non-recurring obligation.

(b) The Landlord's Work shall be completed on the date set forth in a written notice from Landlord to Tenant (the "**Completion Notice**") as the date that Landlord's Work has been or will be Substantially Completed. Within ten (10) days after delivery of the Completion Notice, Tenant shall inspect the Premises with a representative of Landlord and provide Landlord with a punchlist of any uncompleted items of Landlord's Work, which in Tenant's reasonable opinion renders Landlord's Work not substantially complete. The Completion Notice shall provide

constructive notice to the Tenant that in the event Tenant fails to inspect and provide Landlord with a punchlist of any uncompleted items of Landlord's Work which in Tenant's reasonable opinion renders Landlord's Work not substantially completed, within ten (10) days of delivery of the Completion Notice, the Landlord's Work shall be deemed completed, otherwise said Completion Notice shall be null and void. In the event that Tenant fails to so notify Landlord within said ten (10) day period, then Landlord's Work shall be deemed to have been completed. Notwithstanding the foregoing to the contrary, Tenant may within thirty (30) days thereafter provide Landlord with a punchlist of items that must be completed by Landlord, pursuant to terms and specifications of Schedule C, even though such items do not render the Landlord's Work as not "Substantially Completed."

(c) Landlord shall proceed with diligence to complete the Landlord's Work as soon as reasonably possible to allow occupancy of the Premises by Tenant by January 1, 2026. Landlord's Work shall be completed in a good and workmanlike manner and shall be completed free of liens and violations using materials that would be used in other First-Class comparable buildings in its class and in accordance with all Requirements of Law. Landlord shall be responsible for obtaining all governmental approvals, permits and sign-offs for Landlord's Work, including, but limited to a certificate of occupancy, a copy of such certificate of occupancy shall be delivered to Tenant. Landlord's Work shall be free of latent defect.

(d) Landlord agrees to provide a construction schedule and, upon request from Tenant, progress reports to Tenant on the completion of Landlord's Work during the construction process. Upon request of Tenant, Landlord shall hold construction meetings that Tenant's authorized representatives may attend. Upon prior written notice, Tenant's authorized representatives shall have the right to inspect the Landlord's Work and Landlord agrees that Tenant and its authorized representatives shall be permitted access and an opportunity to inspect such work at all reasonable times and upon reasonable notice, but this provision shall in no event be deemed to impose an obligation on Tenant to so inspect such work.

(e) Notwithstanding anything to the contrary contained herein, if Landlord does not substantially complete the Landlord's Work on or before ten (10) months from the Effective Date (the "Outside Commencement Date") (for any reason other than a delay caused by Tenant or Tenant's Parties), then Tenant, as its sole and exclusive remedy, shall be entitled to two (2) days of Fixed Rent abatement for each day beyond the Outside Commencement Date (as the same may be extended by a delay caused by Tenant or Tenant's Parties) that Landlord is delayed in substantially completing the Landlord's Work.

(f) During the period of Landlord's Work, Tenant may enter into the Premises upon notice and coordination with Landlord, solely for the purpose of inspecting the progress of Landlord's Work and installing FF&E and wiring systems, equipment and materials. Landlord shall cooperate with Tenant and give Tenant sufficient time for Tenant to complete the FF&E and wiring work before Landlord's completes the Landlord's Work, provided that Tenant does not delay Landlord in substantially completing Landlord's Work. Such early entry will not advance the

Commencement Date so long as Tenant does not commence business operations from any part of the Premises. All of the provisions of this Lease shall apply to Tenant during any early entry, including the indemnity in Section 33, but excluding the obligation to pay Rent unless and until Tenant has commenced business operations in the Premises, whereupon Rent shall commence. Landlord may revoke its permission for Tenant's early entry if Tenant's or Tenant's Parties' activities interfere with the completion of Landlord's Work. If Tenant is granted early entry, Landlord shall not be responsible for any loss, including theft, damage or destruction to any work or material installed or stored by Tenant at the Premises or for any injury to Tenant's Parties. Landlord shall have the right to post appropriate notices of non-responsibility and to require Tenant to provide Landlord with evidence that Tenant has fulfilled its obligation to provide insurance pursuant to the terms of this Lease.

Section 3.02 Tenant's Alterations.

(a) Tenant shall not make any Alterations of any kind, except as expressly permitted herein, without Landlord's prior consent, which may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall not require Landlord's consent if the Alterations, including Decorative Alterations: (i) are located wholly within the Premises and do not affect any Building System or part of the Building other than the Premises, (ii) do not materially adversely affect any service required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, (iii) do not reduce the value or utility of the Building, (iv) do not violate the certificate of occupancy for the Building or the Premises, if any, (v) do not impair or adversely affect the character or reputation of the Building and (vi) are in conformance with commercially accepted standards applicable to comparable buildings in the City of Yonkers ("Non-Structural Alterations"); provided Tenant delivers notice thereof to Landlord at least ten (10) days prior to the commencement thereof, including a reasonably detailed description thereof, and Tenant shall conform to the foregoing and the other requirements of this Article 3, as applicable.

(b) Prior to making any Alterations, Tenant shall (i) for other than Non-Structural Alterations, at least thirty (30) days prior to making any of same, submit to Landlord detailed plans and specifications, certified by Tenant's architect as being in compliance with all Requirements of Law (including layout, architectural, mechanical and structural drawings) for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, being understood and acknowledged that, in the event Landlord does not approve the plans within twenty (20) days of receipt of same, Tenant shall notify the Landlord in writing indicating that if the Landlord does not approve the plans within ten (10) additional business days from receipt of such written notice, Landlord's approval is deemed obtained and Tenant may proceed with the proposed Alterations, (ii) at Tenant's expense, and subject to the terms of Section 3.02 (c) obtain all permits, approvals and certificates required by any Governmental Authority in order to perform any such Alterations and furnish copies thereof to Landlord promptly after obtaining same, and (iii) furnish to Landlord duplicate original policies or certificates thereof of worker's compensation (covering all persons to be

employed by Tenant and Tenant's contractors in connection with such Alterations), employer's liability coverage, commercial public liability insurance (including property damage, personal injury and broad form contractual coverage) and Builder's Risk Insurance on an "all risk" basis for full replacement value, all in such form, with such companies, in such amounts and for such periods as Landlord may require, if applicable; such policies to be primary in coverage without contribution from any insurance which may be carried by Landlord or its agents or any of the other Indemnitees.

(c) Notwithstanding anything in this Lease to the contrary, if at any time Tenant is required by Landlord or any Requirement of Law, or otherwise determines, to make any filing with, or obtain any permit, approval, license or certificate from, any Governmental Authority in connection with the performance of any Alterations or any other work to be performed in or otherwise applicable to the Premises, Tenant shall notify and may request the cooperation of Landlord to submit or file all such applications for such permits, approvals, licenses or certificates, at Tenant's sole cost and expense, under the supervision, direction and control of persons having experience in making such filings and approved by Landlord in its sole but reasonable discretion (or Tenant shall abstain from making any such filing if such filing is not required under applicable Requirements of Law and, in connection therewith Landlord so instructs Tenant, in which event Tenant covenants and agrees not to make any such filings or submissions to any Governmental Authority without Landlord's prior written consent).

(d) All Alterations shall be made and performed in a good and workmanlike manner strictly in accordance with the plans and specifications as approved by Landlord, if applicable, all Requirements of Law, the Rules and Regulations and the Construction Procedures. All materials and equipment to be incorporated in the Premises as a result of any Alterations or a part thereof shall be new and of first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement.

(e) Prior to undertaking any Alterations at a cost for labor and materials (as estimated by Landlord's architect, engineer or contractor) in excess of Two Hundred Fifty Thousand ($250,000) Dollars either individually or in the aggregate with any other Alterations constructed in any twelve (12) month period, Tenant shall deliver to Landlord (i) a performance and payment bond (issued by a surety company and in form satisfactory to Landlord), in an amount equal to One Hundred Twenty Five Percent (125%) of such estimated cost, or (ii) such other security as shall be satisfactory to Landlord.

(f) Tenant shall be permitted to perform Alteration during the hours of 8:00 AM EST to 6:00 PM EST on Business Days, and during such other hours as Landlord shall reasonably approve, and provided that in all events such work shall not, in Landlord's reasonable discretion, materially interfere with or interrupt the operation and maintenance of the Building or materially interfere with or interrupt the use and occupancy of the Building by other tenants of the Building.

(g) All Alterations shall be performed by contractors, subcontractors or mechanics reasonably approved by Landlord. Tenant covenants and agrees to pay any contractor it engages the costs of the work performed by such contractor in stages as the work progresses subject only to customary retentions and amounts being disputed in good faith. In the event of any such dispute, Tenant shall furnish Landlord with all information relating thereto as Landlord may reasonably request. Tenant shall not, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Building or the Premises in connection with any Alterations or otherwise, if such employment would interfere or cause any conflict with other contractors, mechanics or laborers engaged in the Building or the Premises. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building or the Premises immediately.

(h) Tenant acknowledges that any review or approval by Landlord of plans or specifications required for certain Alterations, or any inspection of any work, is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant or any other Person with respect to the adequacy, correctness or efficiency thereof.

(i) Landlord reserves the right to inspect all Alterations and Tenant agrees that Landlord and its representatives shall be permitted access and an opportunity to inspect such work at all reasonable times and upon reasonable notice, but this provision shall in no event be deemed to impose an obligation on Landlord to so inspect such work.

(j) Tenant shall be granted reasonable access, upon reasonable prior notice to Landlord, to the Building Systems to make connections thereto in accordance with Tenant's plans and specifications for Alterations which have been approved by Landlord. All such connections shall be made only at points designated by Landlord and under the supervision and control of Landlord's Building personnel or contractors.

(k) Landlord shall not charge any supervisory fee, surcharges, or any other charges in connection with Tenant's Alterations during the Lease Term, including, but not limited to, charges for temporary power, lights and freight elevators, hook-up, or connection charges, nor any tap in charges for connecting supplemental air conditioning, sprinklers, etc. that are required for construction of the Premises or any alterations of Tenant in the Premises.

Section 3.03 Intentionally Omitted.

Section 3.04 Completion of Alterations.

Promptly following completion of any Alterations, other than "Non-Structural Alterations," Tenant, at Tenant's sole expense, shall obtain certificates of final approval of such Alterations required by any Requirements of Law (and shall furnish Landlord with copies thereof) and shall deliver to Landlord two (2) full and complete sets of transparencies of "as-built" plans

and specifications for such Alterations together with an electronic copy of such plans and specifications. Within thirty (30) days after completion of any Alterations, Tenant shall deliver to Landlord general releases and waivers of lien from any or all contractors, subcontractors and materialmen involved in the performance of the Alterations and the materials furnished in connection therewith, and a certificate from Tenant's architect certifying that (i) the Alterations have been completed strictly in accordance with the final plans and specifications therefor, as approved by Landlord, and (ii) all contractors, subcontractors and materialmen have been paid for the Alterations and materials furnished through such date.

Section 3.05 Construction Procedures.

In connection with Alterations and any repairs of any kind or nature, Tenant shall, at its sole cost and expense, strictly comply with all Requirements of Law, the Rules and Regulations and all Construction Procedures. If Landlord determines that any Requirement of Law, Rule or Regulation or Construction Procedure is not being strictly complied with, Landlord may immediately require by notice to Tenant the cessation of all work being performed in or around the Premises until such time as Landlord is satisfied in its reasonable discretion that such Requirement of Law, Rule or Regulation or Construction Procedure will be observed.

Section 3.06 Mechanic's Liens.

If any mechanic's lien is filed against the Premises, or the Building, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged or bonded by Tenant within thirty (30) days thereafter, at Tenant's expense, by payment or filing the bond required by law. In addition, Tenant, at its expense, shall promptly procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations or any other work, labor, services or materials done for or supplied to Tenant or any person claiming through or under Tenant.

Section 3.07 Connections to Building Systems.

Notwithstanding anything to the contrary herein, Tenant shall not make any connection to or sever any connection from any Building System without prior written notice to and approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. All such connections shall be made only at reasonable points reasonably designated by Landlord under the supervision and control of the Building personal or contractors. Landlord may, in its reasonable discretion, require that all such connections and severances be performed by the Building personnel or contractors, at Tenant's sole cost and expense, provided such costs related with Building personnel or contractors are reasonable.

Section 3.08 Removal of Alterations and Tenant's Property.

(a) In connection with the removal of any Tenant's Property, Tenant shall give Landlord ten (10) Business Days' prior notice of the severance of any connection to any of the Building Systems, and shall perform the same in accordance with Section 3.07. All Tenant's Property shall remain the property of Tenant and upon the Expiration Date, shall be removed from the Premises by Tenant (with the exception of raised flooring and supplemental air-conditioning units and related ductwork and piping which, at Landlord's election, shall remain upon the Premises and become the property of Landlord upon the Expiration Date). Tenant shall repair and restore in a good and workmanlike manner any damage to the Premises or the Building caused by such removal. Any other items of Tenant's Property which shall remain in the Premises thirty (30) days after the Expiration Date, or earlier termination of this Lease may, at the sole option of Landlord, be deemed to have been abandoned and may be retained by Landlord as its property or disposed of by Landlord, at Tenant's sole but reasonable expense in such manner as Landlord shall reasonably determine. Notwithstanding the foregoing, unless Landlord specifically informs Tenant that Alterations made by Tenant to the Premises may remain subsequent to the termination of this Lease, all Non-Structural Alterations must be removed in accordance with this paragraph.

(b) All structural alterations that are made by Landlord at Tenant's request after the Commencement Date, in and to the Premises made by or on behalf of Tenant, and which Landlord indicates must be removed as part of its approval of such alterations, shall be removed by Tenant at the end of the Term, and any damage to the Premises or the Building caused by such removal shall be repaired and restored by Tenant in a good and workmanlike manner to the condition existing on the date possession thereof was delivered to Tenant. Notwithstanding the foregoing, Landlord, upon notice given at least twenty (20) days prior to the Expiration Date or upon such shorter notice as is reasonable under the circumstances, may request that any such Alterations which are of a permanent nature shall become the property of Landlord upon the Expiration Date which Tenant may surrender to the Landlord with the Premises as a part thereof.

ARTICLE 4. MAINTENANCE AND REPAIRS

Section 4.01 Landlord Representations.

Landlord represents, covenants and warrants that the roof and all other structural elements of the Building, the Premises, all common facilities, all Building systems or Independent Systems serving the Premises and/or the Building are in good repair and condition, in compliance with all Requirements of Law as of the Commencement Date.

Section 4.02 Tenant Repairs.

Tenant shall, throughout the term of this Lease take good care of the Premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the Premises or any other part of the Building and the Building Systems or Independent Systems and equipment thereof, whether requiring structural or non-structural repairs caused by or resulting

from the negligent acts or omissions of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the Building and the Premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the Premises for which Tenant is responsible, using only the contractor for the trade or trades in question. Notwithstanding the foregoing, in the event Tenant does not commence action to make all necessary repairs within thirty (30) days of written notice from Landlord, Landlord shall have the right to make any such repairs, upon not less than seventy-two (72) hours prior notice to Tenant (provided that no notice shall be necessary in the event of an emergency), and the costs thereof shall be deemed Additional Rent, to be paid by Tenant, provided such costs are reasonable and Landlord provides supporting documentation related to same. Within thirty (30) days from demand therefor, together with supporting documentation, Tenant shall reimburse Landlord for all such costs, together with interest thereon at the Applicable Rate due and payable at the end of the thirty (30) day payment period until such date such costs are paid by Tenant.

Section 4.03 Landlord Repairs.

Landlord shall, at its sole cost and expense, maintain in good working order and repair the exterior and the structural portions of the Building, including, but not limited, the structural portions of the Premises, and the public portions of the Building, the Building Systems and the Independent Systems, if any, serving the Premises, except those repairs for which Tenant is responsible pursuant to this Lease. Tenant agrees to give prompt notice of any defective condition in the Premises for which Landlord may be responsible hereunder, and Landlord will make all required repairs in a reasonable time and use reasonable efforts not to materially interfere with the conduct of Tenant's business or use of the Premises. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or *de minimis* injury to business arising from Landlord or others making repairs, alterations additions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Landlord to comply with the covenants of this or any other article of this Lease, except in accordance with the terms of Article 22 herein. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 10 hereof. Subject to circumstances beyond Landlord's control and Landlord's Building-wide security regulations, Tenant shall have access to the Premises 24 hours per day, 365 days per year.

Section 4.04 In addition to the provisions set forth in Article 4, Tenant hereby waives all rights to make repairs at the expense of Landlord except in accordance with the terms of Article 22 herein.

Section 4.05 Tenant will not clean nor require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting Jurisdiction.

ARTICLE 5. REQUIREMENTS OF LAW

Section 5.01 Prior to the commencement of the Term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the Building if arising out of Tenant's use or manner of use of the Premises or the Building, including the use permitted under the Lease. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has caused damage to the structural elements of the Building and/or the Premises by its manner of use of the Premises or method of operation therein in violation of any such laws, ordinances, orders, rules, regulations or requirements with respect thereto.

Section 5.02 Tenant may, after securing Landlord to Landlord's reasonable satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any Mortgage under which Landlord may be obligated, or cause the Premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord or Tenant, as the case may be, with respect to the Premises or the Building, or which shall or might subject Landlord or Tenant, as the case may be, to any liability or responsibility to any person or for property damage.

Section 5.03 Tenant shall not keep anything in the Premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, nor use the Premises in a manner which will increase the insurance rate for the Building or Real Property over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all reasonable costs, expenses, fines, penalties, or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article and if by reason of such failure the fire insurance rate shall, at the beginning of this Lease or at any time thereafter, be higher than

it otherwise would be, as determined by an independent consultant retained by Landlord and reasonably acceptable to Tenant, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rate for the Building or Premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to the Premises. Tenant shall not place a load upon any floor of the Premises exceeding forty pounds (40 lbs) maximum load per square foot area which it was designed to carry, and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance.

ARTICLE 6. NON-DISTURBANCE; SUBORDINATION; ESTOPPEL CERTIFICATES

Section 6.01 Non-Disturbance

Landlord covenants that if, and so long as, Tenant pays all of the Rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement, condition and provision of this Lease on Tenant's part to be kept, observed and performed, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawfully claiming through or under the same.

Section 6.02 Subordination.

(a) This Lease shall be subject and subordinate to each and every Superior Lease and each and every Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any Headlessor or Mortgagee superior to the interest of Tenant hereunder. Tenant shall, however, at Tenant's sole cost and expense, execute and deliver within ten (10) Business Days after request therefor any certificate or other instrument in recordable form that Landlord or the holder of any Superior Lease or Mortgage may request in confirmation of such subordination. Landlord shall, provide a form of Non-Disturbance Agreement ("SNDA"), in recordable form, from the Headlessor under any Superior Lease and/or the holder of any Mortgage, on such terms as are reasonably acceptable to Tenant and to such Headlessor or Mortgagee within thirty (30) days from the execution of this Lease by both parties.

(b) If Landlord or Headlessor at any time during the term of this Lease shall enter into any future mortgage, Landlord shall, provide a form of SNDA, in recordable form, from the such future mortgagee, on such terms as are reasonably acceptable to Tenant and to such mortgagee prior to execution of such future mortgage.

Section 6.03 No Tenant's Termination Rights.

(a) If at any time or times during the term of this Lease, Landlord shall be the holder of a leasehold estate covering the Premises of which the Premises are a part, and if such leasehold estate shall expire or terminate for any reason or if the lessor of a Superior Lease or the holder of a Mortgage shall succeed to the rights of Landlord under this Lease, for any other reason, including, but not limited to, possession or foreclosure action or delivery of a new lease or deed, then upon notice to Tenant and at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") Tenant shall, at the election and upon demand of any owner or lessor of the Premises of which the Premises are a part, or of any mortgagee in possession thereof, attorn to any such owner, lessor or mortgagee upon the terms and conditions set forth herein for the remainder of the term of this Lease, provided such Successor Landlord executes an SNDA upon terms mutually acceptable to Tenant. The foregoing provisions shall inure to the benefit of any such owner, lessor or mortgagee and shall, in the event of any such election and demand, be self-operative without the necessity of the execution of any further instruments; but Tenant agrees upon the demand of any such owner, lessor or mortgagee to execute, acknowledge and deliver any instrument or instruments confirming such attornment. The foregoing provisions shall not be construed to limit or preclude any other rights which such owner, lessor or mortgagee may then have under law or otherwise. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment except that the Successor Landlord shall not be:

(i) liable for any previous act or omission of Landlord under this Lease;

(ii) subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to Tenant against Landlord;

(iii) bound by any previous modification of this Lease, not expressly provided for in this Lease, or by any previous prepayment of more than one month's fixed rent, unless such modification or prepayment shall have been expressly approved in writing by the lessor of the Superior Lease or the holder of the Mortgage through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease;

(iv) bound by any obligation to perform any work for, or make any payment to, Tenant which was required to be performed or made prior to the time such Successor Landlord succeeded to any prior Landlord's interest; and

(v) accountable for any monies deposited with any prior landlord (including security deposits), except to the extent such monies are actually received by such Successor Landlord.

(b) In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to the holder of each Mortgage and the lessor of each Superior Lease whose name and address shall previously have been furnished to Tenant in writing, and (ii) unless such

act or omission shall be one which is not capable of being remedied by Landlord or such mortgage holder or lessor within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such holder or lessor shall have become entitled under Mortgage or Superior Lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy), provided such holder or lessor shall with due diligence give Tenant written notice of intention to, and commence and continue to remedy such act or omission.

Section 6.04 Estoppel Certificate.

Each party agrees, at any time and from time to time, as requested by the other party, upon not less than twenty (20) days' prior notice, to execute and deliver to the other a statement certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (b) certifying the dates to which the Rental have been paid and the amounts thereof, and (c) stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing. Additionally, Tenant's statement shall contain such other information as shall be reasonably be required by the holder or proposed holder of any Mortgage or the lessor or proposed lessor under any Superior Lease.

ARTICLE 7. RULES AND REGULATIONS

Section 7.01 Tenant and Tenant's contractors, employees, agents, visitors, invitees and licensees shall comply with the Rules and Regulations and Construction Procedures. Landlord shall have the right from time to time to make reasonable changes in the Rules and Regulations and Construction Procedures. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or Construction Procedures or terms, covenants or conditions in any other lease against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors, invitees or licensees, unless the Tenant has notified Landlord that such violation materially interferes with Tenant's intended use of the Premises and Landlord did not take action to remedy such violation within a reasonable period of time, under the specific circumstances. Landlord shall enforce the Rules and Regulations in a non-discriminatory manner.

ARTICLE 8. PROPERTY LOSS; NON LIABILITY

Section 8.01 Landlord or its agents shall not be liable for any damage to any Tenant Property or of others entrusted to employees of the Building, nor for loss of or damage to any Tenant Property by theft or otherwise nor for any injury or damage to persons or property resulting from any cause of whatsoever nature (including but not limited to latent defects), unless caused by or due to the negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about the Building or caused by operations in construction of any private, public or quasi-public work. If at any time any windows of the Premises are temporarily closed, darkened or bricked up for any reason whatsoever including, but not limited to Landlord's own acts (or permanently closed, darkened or bricked up, if required by law, except that Tenant shall have all rights and remedies available to it under this Lease or in Law or equity if such permanent window closure or darkened condition, makes the Premises uninhabitable or otherwise in violation of minimum air ventilation and/or light statutory requirements), Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of Rental nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Nothing herein shall affect any right of Landlord to the indemnity from Tenant lo which Landlord may be entitled in this Lease in order to recoup for payments made to compensate for losses of third parties. In the event Landlord shall desire (or becomes obligated) to modify portions of the Building or to alter or renovate the same or clean, repair or waterproof the Building's facade (whether at Landlords option or to comply with Requirements of Law), Landlord may erect scaffolding, bridges and other temporary structures to accomplish the same, notwithstanding that such structures may temporarily obscure signs or windows forming a part of the Premises, and notwithstanding that access to portions of the Premises may be temporarily diverted or partially obstructed, provided, however, that Landlord agrees to use commercially reasonable efforts to (i) provide alternate access or minimize impairment of access to the Premises, (ii) not unreasonably interfere with the operation of Tenants business from the Premises, and (iii) to complete such repairs or modifications with diligence. Provided Landlord uses commercially reasonable efforts (exclusive of overtime and weekend labor) to not unreasonably interfere with the operation of Tenants business from the Premises and grants access to the Premises to Tenant and its employees, agents, servants or invitees, Landlord shall not be liable to Tenant or any party claiming through Tenant for loss of business or other consequential damages arising out of any change in the Building or temporary diversion or partial obstruction resulting from such alteration, renovation, repair or cleaning, out of the foregoing structures, or out of any noise, dust and debris from the performance of work in connection therewith, nor out of the disruption of Tenants business or access to the Premises necessary to perform such repairs, nor shall any matter arising out of any of the foregoing be deemed a breach of Landlords covenant of quiet enjoyment or entitle Tenant to any abatement of Rent.

Section 8.02 Notwithstanding anything to the contrary contained in this Lease, except as set forth in Section 38.10 of this Lease, in no event and under no circumstances shall either party be liable to the other party for so-called "consequential damages" under this Lease.

Section 8.03 Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant hereunder shall be in no ways affected, impaired or excused because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental pre-emption or priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, acts of God or other like cause beyond Landlord's reasonable control.

ARTICLE 9. INSURANCE

Section 9.01 Tenant Insurance

Tenant assumes the liability for damage to the Premises, all improvements, fixtures, partitions, equipment and personal property therein, and all appurtenances thereto, except if caused by the negligent acts or omissions of Landlord, its officers, employees, tenants, agents or contractors. Except as otherwise provided herein, Tenant expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from damage or loss to Tenant's goods, wares, merchandise, inventories, fixtures and/or equipment of any invitee, subsidiary, or affiliate of Tenant in, upon or about said Premises, except if caused by the negligent acts or omissions of Landlord, its officers, employees, tenants, agents or contractors.

Provided Tenant is the tenant entity set forth on Page "4" of this Lease, and Tenant shall be an agency or political subdivision of the State of New York or the County of Westchester, Tenant may, in lieu of procuring and maintaining the aforementioned insurance, elect to obtain such insurance through a program of self-insurance, in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County.

Section 9.02 If the Tenant changes from a self-insurance program to a traditional insurance program then the Tenant shall secure, pay for and maintain, at its own expense, the following insurance policies in full force and effect during the term of the Lease for the benefit of Landlord, Tenant, Superior Lessor, Agent and any holder of a Mortgage on the Building of which Tenant has notice:

(a) Commercial General Liability at limits of $2,000,000 per occurrence/ $3,000,000 aggregate per location subject to no deductible including broad form general liability extensions without limitations and host liquor liability coverage. Contractual liability, if not written on a blanket basis must be endorsed to cover Indemnities specified herein. This policy shall be written on an "occurrence" basis. Such policy shall be endorsed to name Landlord as "additional insured". Definition of **Additional Insured** shall include all partners, officers, directors, employees, agents and representatives of the named entity including its managing agent, if any. Further, coverage for "Additional Insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

(b) Property Insurance: Replacement cost insurance on Tenant's machinery, equipment, furniture and fixtures, goods, wares and merchandise, and Business Interruption/Extra Expense, in sufficient amounts to cover in full any interruption of Tenant's business for a minimum of twelve (12) months against damage caused by fire and all other perils. Such coverage shall be effected by a standard All Risk Policy, and shall include Landlord as loss payee. Such policy shall also provide specific coverage (in an amount not less than $300,000.00) for improvements/betterments, including but not limited to the leasehold improvements constructed by Landlord in accordance with Article 3, and shall include Landlord as sole loss payee. Tenant agrees to waive its right of subrogation against Landlord and shall obtain a waiver from its respective insurance companies releasing these carriers' subrogation rights against Landlord.

(c) Workers Compensation and Employers Liability Insurance affording coverage under the Workers Compensation laws of the applicable State and Employers Liability coverage in the statutory limits.

(d) Umbrella Liability Insurance at not less than a $3,000,000 limit providing excess coverage over all limits and coverages noted above in this section. This policy shall be written on an "occurrence" basis. Such policy shall be endorsed to name Landlord as "additional insured". Definition of Additional Insured shall include all partners, officers, directors, employees, agents and representatives of the named entity including its managing agent, if any. Further, coverage for "Additional Insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

(e) such other insurance in such amounts as Landlord, or any Mortgagee or Lessor, may reasonably require from time *to* time if generally required to be carried by tenants in comparable buildings in the City of Yonkers.

Section 9.03 Evidence (Notices) of Compliance.

If applicable, all policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Landlord shall receive thirty (30) days written notice thereof. Tenant shall furnish Landlord with Certificates of Insurance evidencing compliance with all insurance provisions noted above no later than (5) days prior to the Commencement Date; and prior to the expiration or anniversary of the respective policy terms. All Certificates of Insurance or policy termination notices should be delivered to Landlord at PO Box 496 Yonkers, NY 10702.

Section 9.04 Intentionally Omitted.

Section 9.05 If applicable, all policies noted above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A:10 in the most current edition of A.M. Best's Property Casualty Key Rating Guide.

Section 9.06 If applicable, Tenant shall endeavor to secure an appropriate clause in, or an endorsement upon, each "All Risk" property policy obtained by it and covering the Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which Tenant's insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of Tenant and its employees and, shall also extend to all other persons and entities occupying or using the Premises in accordance with the terms of this Lease.

Section 9.07 If, by reason of a failure of Tenant to comply with any of the provisions of this Lease, the rate of fire insurance with extended coverage on the Building or equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand thereof, together with supporting documentation, for that part of the premiums for fire insurance and extended coverage paid by Landlord because of such failure on the part of Tenant.

Section 9.08 Tenant shall give notice to Landlord, promptly after Tenant learns thereof, of (i) any accident in or about the Premises for which Landlord might be liable, (ii) all fires in the Premises, (iii) all damages to or defects in the Premises, including the fixtures, equipment and appurtenances thereof, for the repair of which Landlord might be responsible, and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air-conditioning, elevator and other systems located in or passing through the Premises or any part thereof.

Section 9.09 Failure to comply with any of the insurance provisions noted above, if applicable, will result in a breach of the Lease by Tenant.

ARTICLE 10. DESTRUCTION; FIRE; OTHER CASUALTY

Section 10.01 If the portion of the Building in which the Premises are located shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter specifically set forth. Provided this Lease shall not then or thereafter be terminated in accordance with the provisions of this Section 10, upon Tenant giving notice thereof to Landlord, the damage to the Basic Construction of the Building shall diligently be repaired by Landlord to a condition substantially comparable (subject to changes Landlord shall deem reasonable and desirable) to the condition existing prior to such damage ("**Landlord's Restoration Work**"). Until the Landlord's Restoration Work shall be substantially completed (of which substantial completion Landlord shall promptly notify Tenant), the Fixed Rent and Escalation Rent shall be reduced in the proportion which the floor

area of the part of the Premises which is not usable by Tenant by reason of such damage to the Basic Construction of the Building, as reasonably determined by Landlord, bears to the total floor area of the Premises; provided, however, that should Tenant or anyone claiming through or under Tenant occupy a portion of the Premises (for purposes of performing Tenant's Restoration Work or otherwise), Fixed Rent and Escalation Rent shall be appropriately increased to reflect Tenant's occupancy of such floor area.

Section 10.02 Tenant shall repair any damage to, or replace and restore all Alterations and Tenant's Property to substantially the condition existing prior to the damage ("**Tenant's Restoration Work**") as soon as possible after the damage or destruction. Such work by Tenant shall be deemed an Alteration for purposes of Article 3. The proceeds of policies providing coverage for Tenant's Restoration Work (as described in Article 9) shall be paid to Landlord. If this Lease shall not be terminated pursuant to Section 10.03, Landlord shall make such proceeds available for Tenant's Restoration Work, and any unused balance shall be paid promptly to Tenant. If this Lease shall be terminated pursuant to Section 10.03, Landlord shall pay to Tenant such proceeds that were collected to repair, replace or restore Tenant's Property.

Section 10.03 Termination Rights.

(a) Anything contained in this Article 10 to the contrary notwithstanding, if the Premises shall be totally or substantially (i.e., for this purpose more than 75%) damaged or destroyed (as estimated in such case by a reputable contractor, registered architect or licensed engineer designated by Landlord) or if the Building shall be so damaged by fire or other casualty that, in either party's sole but reasonable discretion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged or rendered untenantable), then either party, at its option, may, not later than sixty (60) days following the damage, give the other party a notice terminating this Lease. If a party elects to terminate this Lease, the Term shall expire upon the date specified in such party's termination notice but not earlier than the thirtieth (30th) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 10.03, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing.

(b) If more than fifty percent (50%) of the Premises are damaged or rendered untenantable, or if the Building is damaged so that Tenant no longer has reasonable means of access to the Premises, and if Landlord elects to perform Landlord's Restoration Work, Landlord shall, within ninety (90) days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "**Restoration Notice**") to Tenant of the estimated date by which Landlord's Restoration Work shall be substantially completed. If such date is more than twelve (12) months after the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice to Landlord not later than thirty (30) days following Tenant's receipt of the Restoration Notice. If Tenant delivers a notice of termination to Landlord, this Lease shall terminate in the manner set forth in the last two sentences of Section 10.2(a).

(c) Subject to Section 10.1, if more than fifty (50%) percent of the Premises shall be untenantable and based on the estimated date for the Substantial Completion of Landlord's Restoration Work set forth in the Restoration Notice, the unexpired Term remaining after such estimated date shall be less than twelve (12) months, then no later than thirty (30) days after the receipt of the Restoration Notice by Tenant, either party may deliver a notice of termination to the other, and upon delivery of such notice this Lease shall terminate in the manner set forth in the last two sentences of Section 10.2(a).

Section 10.04 Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building pursuant to Article 10. Notwithstanding any of the foregoing provisions of this Article 10, if by reason of some act or omission on the part of Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees, agents or contractors, Landlord or any Mortgagee or Headlessor shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destruction of the Premises or the Building by fire or other casualty, then, without prejudice to any other remedies which may be available against Tenant, any abatement or reduction of Fixed Rent or Escalation Rent Tenant shall be entitled to shall be reduced by the amount any such party shall be unable to collect. Further, nothing contained in this Article shall relieve Tenant from any liability that may exist as a result of any damage or destruction by fire or other casualty.

Section 10.05 Landlord has no obligation to carry insurance of any kind on any Alterations or Tenant's Property and shall not be obligated to repair any damage to or replace same, and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant's Property or Alterations, unless if such damage is caused by the negligent acts of Landlord. If Tenant is at the time not self-insured and has failed to maintain any such insurance, Landlord shall have the right (but not the obligation) to obtain such insurance and the cost thereof shall be Additional Rent under this Lease and payable by Tenant to Landlord on demand.

Section 10.06 This Article 10 constitutes an express agreement governing any case of damage or destruction of the Premises or the Building by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like nature and purpose now or hereafter in force shall have no application in any such case.

Section 10.07 Notwithstanding anything to the contrary contained in this Article 10, the provisions of any Mortgage now or hereafter encumbering all or any part of the Building shall govern and control over the provisions of this Article 10 and the proceeds of any insurance shall first be applied in accordance with any such Mortgage.

ARTICLE 11. EMINENT DOMAIN

Section 11.01 If the whole of the Building shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding. Tenant shall have the right at its sole cost and expense, to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the Lease to remove such property, trade fixture and equipment at the end of the term, provided however that Landlord's award is not thereby reduced or otherwise adversely affected.

Section 11.02 Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Article without deduction therefrom for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award, except as hereinafter expressly provided in this Article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in or to every such award.

Section 11.03 Anything contained in Section 11.01 to the contrary notwithstanding, if the Building shall be totally or substantially (i.e., for this purpose more than 75%) acquired or condemned by Eminent Domain for any public or quasi public purpose, and in Landlord's sole but reasonable discretion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises or any part thereof shall have been acquired or condemned), then Landlord, at Landlord's option, may, not later than one hundred eighty (180) days following the acquisition or condemnation, give Tenant a notice terminating this Lease. If Landlord elects to terminate this Lease, the Term shall expire upon the date specified in Landlord's termination notice but not earlier than the thirtieth (30th) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 10.03, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing and any prepaid portion of Fixed Rent and Escalation Rent for any period after the date the Lease was so terminated shall be refunded by Landlord to Tenant.

Section 11.04 If Tenant's use of the Premises is materially affected due to the taking by eminent domain of the Premises or any part thereof, Tenant may elect to terminate this Lease upon notice of such election to Landlord not later than thirty (30) days after (i) notice of such taking is given by Landlord to Tenant, or (ii) the date of such taking, whichever occurs sooner. Upon the giving of such notice by Tenant this Lease shall terminate on the date of such taking and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 11.04, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing and any prepaid portion of Fixed Rent and Escalation Rent for any period after the date the Lease was so terminated shall be refunded by Landlord to Tenant. Upon such partial taking and this lease continuing in force as to any part of the Premises, the rents apportioned to the part taken shall be prorated and adjusted as of the date of taking and from such date the Fixed Rent for the Premises and Escalation Rent shall be payable according to the rentable area remaining.

Section 11.05 Should any part of the Premises be taken to effect compliance with any law or requirement of public authority other than in the manner hereinabove provided in this Article, then (i) if such compliance is the obligation of Tenant under this Lease, Tenant shall not be entitled to any diminution or abatement of rent or other compensation from Landlord therefor, but (ii) if such compliance is the obligation of Landlord under this Lease, the Fixed Rent hereunder shall be reduced and Escalation Rent shall be adjusted in the same manner as is provided in Section 11.04 according to the reduction in rentable area of the Premises resulting from such taking.

ARTICLE 12. ASSIGNMENT; SUBLETTING; MORTGAGE, ETC.

Section 12.01 Tenant shall not, either voluntarily or by operation of law, assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (excepting the officers, employees, agents, servants, invitees and patients of Tenant) to occupy or use the Premises or any part thereof without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned as set forth herein.

Section 12.02 If this Lease be assigned, whether or not in violation of the provisions of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are licensed, sublet or used or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the fixed rent and additional rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Lease, or the acceptance of the assignee, subtenant, licensee or occupant as tenant, or as a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease, except as otherwise set forth in Section 12.03(c) below. The consent by Landlord to assignment, mortgaging, subletting, licensing or use or occupancy by others shall not in any way be considered to relieve Tenant from obtaining the express written consent of Landlord to any other or further assignment, mortgaging or subletting or use or occupancy by others not expressly permitted by this Article.

Section 12.03 Collection of Rent; No Release of Tenant

(a) If Tenant's interest in this Lease is assigned in violation of the provisions of this Article 12, such assignment shall be void and of no force and effect against Landlord, provided, however, that Landlord may collect an amount equal to the then Rental from the assignee as a fee for its use and occupancy. If the Premises or any part thereof are sublet to, or occupied or used by, any person other than Tenant, whether or not in violation of this Article 12, Landlord, after default

by Tenant under this Lease, may collect all Rent or other sums paid by the subtenant, user or occupant as a fee for its use and occupancy, and shall apply the net amount collected to the Rent due hereunder. No such assignment, subletting, occupancy or use, whether with or without Landlord's prior consent, nor any such collection or application of Rent or fee for use and occupancy, shall be deemed a waiver by Landlord of any term, covenant or condition of this Lease or the acceptance by Landlord of such assignee, subtenant, occupant or user as tenant hereunder. The consent by Landlord to any assignment or subletting shall not relieve Tenant from its obligation to obtain the express prior consent of Landlord to each further assignment or subletting.

(b) Tenant shall reimburse Landlord within thirty (30) days after demand from Landlord, together with supporting documentation, for any and all reasonable actual costs, including reasonable attorneys' fees and disbursements, that may be incurred by Landlord in connection with any proposed assignment or subletting of the Premises (including the cost of any investigation to determine the acceptability of a proposed assignee or subtenant).

(c) No assignment, subletting, occupancy or use of the Premises or any part thereof by any person other than Tenant, nor any collection or application of Rental by Landlord from any person other than Tenant shall relieve Tenant of its obligations under this Lease, unless (i) Landlord approves such assignment in accordance with the terms of this Section and (ii) such assignee or transferee assumes in writing all of the obligations of the Tenant under this Lease. Following any assignment without assignee assuming in writing all obligations of Tenant under this Lease, Tenant's liability hereunder shall continue notwithstanding any subsequent modification or amendment hereof or the release of any subsequent tenant hereunder from any liability, to all of which Tenant hereby consents in advance, except that no such modification or amendment which materially increases the monetary obligations of the then "Tenant" hereunder shall be binding on such prior Tenant. In the event such assignee or transferee does not assume in writing all of the obligations of Tenant under this Lease, Tenant's liability hereunder shall be joint and several, primary and direct with that of any assignee of Tenant or such assignee's successors and permitted assigns. Tenant shall remain fully responsible and liable for the acts and omissions of any subtenant, assignee or anyone claiming by or through any subtenant or assignee which shall be in violation of any of the obligations under this Lease.

Section 12.04 Transfers Deemed Assignments or Permitted Transfers.

(a) A transfer of more than twenty percent (20%) of the shares of any class of the issued and outstanding stock of any corporate Tenant or the issuance of additional shares of any class of its stock to the extent of more than twenty percent (20%) of the number of shares of said class of stock issued and outstanding at the time that it became Tenant hereunder shall constitute an assignment of this Lease and, unless in each instance the prior written consent of Landlord has been obtained, shall constitute a default under this Lease and shall entitle Landlord to exercise all rights and remedies provided for herein in the case of default. Transfer of the majority

partnership interest of a Partnership Tenant or the transfer of more than twenty percent (20%) of the membership interest of a Limited Liability Company shall be deemed an assignment.

(b) Notwithstanding the provisions of Section 12.1 and Section 12.04(a), Tenant shall have the right, subject to the terms and conditions hereinafter set forth, without the consent of Landlord:

(i)(1) to assign Tenant's interest in this Lease (by operation of law or otherwise) to any corporation which is a successor to Tenant either by merger or consolidation; or (2) to assign Tenant's interest in this Lease (by operation of law or otherwise) to any purchaser of all or substantially all of the assets or substantially all of the voting stock and equity interests in Tenant, provided that the value of this Lease does not constitute more than twenty (20%) percent of the total sales price for such assets; provided, however, that the transactions under this subparagraph 12.04(b)(i) may only be made upon the following conditions: (x) the principal purpose of such assignment or sublease is not the acquisition of Tenant's interest in this Lease and is a valid, bona fide and legitimate business purpose and not to circumvent the provisions of Section 12.01 or this Section 12.04(b)(i), (y) no Event of Default, shall exist as of the date of the assignment and (z) any such assignee or sublessee shall have a net worth determined in accordance with generally accepted principles, consistently applied, after giving effect to such assignment, equal to or greater than Tenant's net worth as so determined, on the date of such assignment.

(ii)Tenant may assign this Lease or sublet all or any portion of the Premises without Landlord's consent to any other department or office of the Tenant directly or indirectly controlling or controlled by Tenant or under common control with Tenant; provided that the use of such tenant does not change the Permitted Use herein (an "Internal Department Transfer").

Section 12.05 Simultaneously with the granting by Landlord of its consent, (a) the assignor shall deliver to Landlord an executed duplicate original of the assignment; (b) the assignee shall execute and deliver to Landlord an assumption agreement whereunder the assignee agrees to assume, perform and be bound by all covenant, agreements and conditions on the part of Tenant to be observed and performed under this Lease; and (C) the individual owners of the assignee (or any parent company of the assignee) shall execute and deliver to Landlord an unconditional guarantee of all obligations of Tenant under this Lease (in a form acceptable to Landlord).

Section 12.06 Any material modification, amendment, or extension of a sublease previously consented to by Landlord shall be deemed a new sublease subject to all of the terms and conditions of this Article 12.

Section 12.07 Conditions to Assignment/Sublease

(a) Notwithstanding Section 12.01, Landlord shall not unreasonably withhold, condition or delay its consent to any assignment or subletting of the Premises provided that:

(i) Tenant shall have delivered to Landlord a Transfer Statement pursuant to Section 12.07 (b) and Landlord shall not have elected to exercise any of its options pursuant to Section 12.08 within the times permitted therefor;

(ii) With respect to a sublease, the Premises shall not have been listed or otherwise publicly advertised for subletting at a rental rate less than the prevailing rental rate set by Landlord for space in the Building;

(iii) No Event of Default shall have occurred and be continuing;

(iv) The proposed assignee or subtenant shall use the Premises only for the purposes specified in Article 2 hereof;

(v) the proposed assignee or subtenant shall be a reputable entity of good character and otherwise shall have a financial standing and be engaged in a business in a manner in keeping with the standards of comparable office buildings in the City of Yonkers;

(vi) the proposed assignee or subtenant shall substantially have adequate financial condition and liquidity and similar creditworthiness of Tenant herein.

(vii) neither the proposed assignee or subtenant nor any Affiliate of any proposed assignee or subtenant shall he a person or entity with whom Landlord is then negotiating, or has, in the past six (6) months, negotiated with, to lease space in the Building;

(viii) the proposed assignee or subtenant shall not then be a tenant or other occupant of the Building or an Affiliate of a tenant or other occupant of the Building;

(ix) The proposed assignment or sublease shall not increase or impose an extra burden upon the building services;

(x) any subletting shall end no later than one (1) day prior to the Expiration Date;

(xi) any subletting must result in there being no more than two (2) occupants (including Tenant) occupying the Premises; and

(xii) the subletting or assignment must comply with all Requirements of Law and the space occupied by each occupant must be commercially reasonable in size and configuration as separate rental units.

(b) At thirty (30) days prior to any proposed assignment or subletting, Tenant shall submit a statement to Landlord (a "**Transfer Statement**") containing the following information: (i) the name and address of the proposed assignee or subtenant, (ii) the proposed commencement date of the assignment or sublease, (iii) all of the material terms and conditions of the proposed assignment or subletting including the rent payable, and the use of the Premises to be assigned or sublet, (iv) the nature and character of the business of the proposed assignee or subtenant, (v) the reasonable financial information required for Landlord to make its determination as to the financial standing of such assignee or subtenant (including the most recent financial report of such proposed assignee or subtenant), (vi) any other commercially reasonable information concerning the proposed assignment or subletting that Landlord may request and (vii) a non-binding term sheet reflecting the information in (i) through (iv) above, signed by Tenant and the proposed assignee or subtenant. Within the twenty (20) day period after Landlord receives the Transfer Statement and the information required under this Section 12.07 (b), Landlord shall by notice to Tenant (the "**Election Notice**") (1) elect whether to exercise any of its options pursuant to Section 12.09, to the extent available to Landlord, or (2) to grant or deny its consent to such assignment or subletting in accordance with Section 12.07 (b). If Landlord grants its consent to an assignment or subletting, Tenant shall be permitted to enter into same at any time within one hundred eighty (180) days after the submission of the Transfer Statement, provided such assignment or subletting conforms to the Transfer Statement and otherwise satisfies the requirements of this Section 12.07 and a copy of the fully-executed assignment or sublease agreement is delivered to Landlord prior to its effectiveness and no later than ten (10) days after execution. If an assignment or sublease satisfying the foregoing conditions is not entered into within said one hundred eighty (180) day period, Tenant shall be required to again submit a Transfer Statement and comply with this Section 12.07 with respect to any proposed assignment or subletting.

(c) To the extent Landlord's consent is required for any assignment or subletting pursuant to this Article 12 and the consent of any Mortgagee and Lessor shall also be required, such consent shall be granted or denied on the same terms and conditions as Landlord's consent shall be granted or denied hereunder.

(d) Notwithstanding anything to the contrary contained in this Lease, no assignment of Tenant's interest in this Lease shall be binding upon Landlord unless the assignee, and, if assignee is a partnership, the individual general partners thereof, shall execute and deliver to Landlord an agreement, in recordable form, whereby such assignee (and such general partners, if applicable) agrees unconditionally to be bound by and to perform all of the obligations of Tenant hereunder and further expressly agrees that notwithstanding such assignment the provisions of this Article shall continue to be binding upon such assignee with respect to all future assignments and transfers.

(e) Each sublease authorized by Landlord shall provide that:

(i) it is subject and subordinate to this Lease and to any matters to which this Lease is or shall be subordinate, and that in the event of termination, reentry or dispossess by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (a) liable for any previous act or omission of Tenant under such sublease, (b) subject to any credit, offset, claim, counterclaim, demand or defense, (c) bound by any previous modification, amendment, cancellation or surrender of such sublease or by any previous prepayment of more than one (1) months' rent, (d) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (e) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord or (f) required to remove any person occupying the Premises or any part thereof;

(ii) the subtenant may not assign its right thereunder or further sublet the spaced demised under the sublease, in whole or in part, without Landlord's express written consent;

(iii) the subtenant will not pay any rent or other sums under said sublease for more than one (1) month in advance of the date due for any corresponding rental obligation under this Lease.

Section 12.08 Listing of Name.

The listing of any name other than that of Tenant, whether on the doors of the Premises or the Building directory or otherwise, shall not operate to vest any right or interest in this Lease or in the Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others.

Section 12.09 Permitted Transfers.

Notwithstanding anything to the contrary in this Article 12, Tenant may transfer all or part of its interest in this Lease or all or part of the Premises (a "Permitted Transfer") to the following types of entities (a "Permitted Transferee") without the written consent of Landlord, provided that after giving effect to such transfer there is no reduction in the tangible net worth and creditworthiness of Tenant (or the surviving entity), as certified by both (y) written certification signed by Tenant's chief financial officer and (z) certification by Tenant's certified public accounting firm: (a) any parent, subsidiary or other Affiliate of Tenant, but only so long as such transferee remains an Affiliate of Tenant; (b) any other governmental entity or

department. Tenant shall promptly notify Landlord of any such Permitted Transfer no later than ten (10) days prior to such transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises. No later than ten days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (1) copies of the instrument effecting any of the foregoing Transfers, (2) documentation satisfactory to Landlord, in its sole discretion, establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (3) evidence of insurance as required under this Lease with respect to the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent transfers, and any subsequent transfer by a Permitted Transferee shall be subject to the terms of this Article 12. As used in this Lease, "Affiliate" means, with respect to a Person, any individual, corporation or other business entity which, either directly or indirectly, controls such Person, is controlled by such person, or is under common control with such Person. As used herein, "control" means possession of the power to direct, or cause the direction of the management and policies of a corporation or other entity whether through the ownership of voting securities, by contract or otherwise. As used in this Lease, "Person" means any legal or natural person, including any individual, corporation, sole proprietorship, partnership, limited liability company, trust, governmental or international body or agency, unincorporated society or association, or other entity.

ARTICLE 13. ELECTRICITY

Section 13.01 Method for Providing Electricity.

On and after the Commencement Date, electricity shall be supplied to the Premises in accordance with the provisions of Section 13.02. If, at any time during the Lease Term, Landlord is prohibited under Law or the requirements of the New York State Public Service Commission (the "**NYSPSC**") from supplying and charging for electricity to the Building in accordance with Section 13.02, including by reason of the imposition of any tariff or other costs on Landlord which Landlord may not legal pass through to Tenant in accordance with that Section, Landlord shall have the right, provided it is then permissible under Law and any applicable requirements of the NYSPSC, to supply electricity to the Premises in accordance with, at Landlord's election, Section 13.03 or 13.04.

Section 13.02 Rent Inclusion; Contests by Tenant.

(a) During any period in which electricity is to be supplied to the Premises in accordance with the provisions of this Section 13.02, the Fixed Rent shall be increased, effective as of the date (the "**Rent Inclusion Date**") on which electricity commences to be supplied in accordance

with this Section 13.02 (with suitable proration for any period of less than a full calendar month), by an amount equal to the Electricity Inclusion Amount.

Initially the "**Electricity Inclusion Amount**" shall be an amount equal to $36,819.00 per annum. The Electricity Inclusion Amount shall be subject to adjustment as hereinafter provided.

Thereafter and from time to time during the Lease Term, Landlord or Tenant may cause surveys of Tenant's electricity usage to be made by Landlord's electrical consultant. If any survey shall determine that the then Electric Inclusion Amount does not accurately reflect the amount of electricity consumed in the Premises, the then Electrical Inclusion Amount shall be adjusted upward or downward by Landlord's electrical consultant in accordance with such survey to reflect the annual usage of electricity as indicated by such survey. Surveys made of Tenant's electricity usage shall be based upon the use of electricity on such days and during such hours when Tenant uses electricity for lighting and for the operation of the computers, machinery, appliances and equipment used by Tenant in the Premises, and if cleaning services are provided by Landlord, such survey shall include Landlord's normal cleaning hours of three (3) hours per day for lighting within the Premises and for electrical equipment normally used for such cleaning. All survey determinations shall be subject to contest by Tenant provided in Section 13.02(b) below. Landlord may also cause the Electric Inclusion Amount to be adjusted upward or downward without survey from time to time in accordance with calculations by Landlord's electrical consultant to reflect changes in the fuel adjustment component of the utility company's charge or other changes in the charges by the utility company supplying electricity to Landlord, provided Landlord delivers to Tenant supporting documentation evidencing such required adjustment. In the event the Electric Inclusion Amount increases, Tenant shall pay the amount of any increase in the Electric Inclusion Amount retroactively (subject to Tenant's right to contest any determination based on a survey in the manner herein provided) from the date of the survey of Tenant's electricity usage and/or from the date when the increased charges to Landlord from the utility company become effective, as the case may be, such amount to be paid within twenty (20) days upon billing therefor by Landlord, which billing shall be independent of Fixed Rent bills. In the event the Electric Inclusion Amount decreases, Tenant may reduce the amount of any such decrease in the Electric Inclusion Amount retroactively from the date of the survey of Tenant's electricity usage and/or from the date when the decrease to Landlord from the utility company become effective, as the case may be, and Landlord shall reimburse any overpayment to Tenant within thirty (30) days of such survey determination.

(b) Tenant's Right to Contest Increase. Tenant, within sixty (60) days after notification from Landlord of the determination of the adjustments to be made to the Electricity Inclusion Amount made by Landlord's electrical consultant based on a survey of Tenant's usage of electricity or otherwise as determined by Landlord, shall have the right to contest, at Tenant's costs and expense, such determination by submitting to Landlord a like determination prepared by an electrical consultant of Tenant's selection, which shall highlight the differences between Landlord's determination and Tenant's determination and shall be accompanied by a survey of Tenant's electricity usage prepared by Tenant's electrical consultant. If Landlord's electrical consultant and Tenant's electrical consultant shall be unable to reach agreement within thirty

(30) days (the "**Consultation Period**") of the date Tenant submitted to Landlord the determination of tenant's electrical consultant, two such electrical consultants shall designate an independent electric consultant to select either the determination of Landlord's electric consultant or the determination of Tenant's electric consultant, whichever the independent electric consultant believes is more accurate. The determination of the independent electric consultant shall be binding and conclusive on Landlord and Tenant. The independent electric consultant must be a person having not less than 10 years' experience as an electric consultant for commercial office buildings in the City of New York. If the independent electric consultant is not designated within 40 days following Landlord's receipt of Tenant's notice of dispute, the independent electric consultant shall be designated by the New York City office of the American Arbitration Association (or any successor organization) under its then expedited rules at the request of either Landlord or Tenant. Landlord and Tenant shall each pay their own expenses of this procedure, except the fees and expenses of the independent electric consultant or the American Arbitration Association (or any successor organization) shall be paid 50 percent by Landlord and 50 percent by Tenant. Pending the resolution of any dispute, Tenant shall pay to Landlord any increase in the Electricity Factor and the Fixed Rent determined by Landlord's electric consultant. If it is determined that the increase is less than the increase determined by Landlord's electric consultant, Landlord shall credit the overpayment against the Tenant's next payments under this lease or if any overpayment is due Tenant at the Expiration Date, Landlord shall promptly pay that overpayment to Tenant.

Section 13.03 During any period in which electricity is to be supplied to the Premises in accordance with this Section 13.03, Tenant shall purchase from Landlord all electricity consumed or to be consumed in the Premises and shall pay to Landlord, as Additional Rent, Tenants Electricity Share (as hereinafter defined in subparagraph (b)) of the amounts (the "**Electricity Additional Rent**") for electricity actually consumed on those floors of the Building on which the Premises (or portions thereof) are located, as determined by a meter or meters (measuring both consumption and demand) and related equipment installed (or, if existing, retrofitted) by Landlord in accordance with Landlords specifications and at Landlords expense on each floor of the Premises prior to or within sixty (60) days of the Commencement Date. Landlord shall install the necessary meters on each floor and keep the meters and related equipment in good working order and repair, and Tenant shall pay Landlord, within thirty (30) days after Landlords demand therefor, together with supporting documentation, from time to time, Tenants Electricity Share of the cost thereof. Tenant shall purchase the electricity from Landlord at the same rate ("**Landlords Rate**") paid by Landlord to the utility company furnishing electricity to the Building plus $1,000 per annum for Landlords overhead and supervision. Bills therefor shall be rendered independent of the Fixed Rent bill and at such times as Landlord may elect, and the amount of the Electricity Additional Rent shall be deemed to be Additional Rent payable by Tenant within thirty (30) days after such bill is rendered. If there is more than one meter for the Premises, the electricity rendered though each meter may be computed and billed separately. In determining Landlords Rate, Landlord may take into account rates (including time of day and seasonal differentials), changes in the method of delivery of electrical current to the Building, kilowatt hours of energy charges, kilowatt hours of demand charges, time of day

charges, fuel adjustment charges (as determined for each month of such period and not averaged), rate adjustment charges, transfer adjustment charges, utility taxes, sales taxes and/or any other factors used by the utility company in computing its charges to Landlord or applied to the kilowatt hours of energy and the kilowatts of demand purchased by Landlord during a given billing period. In no event shall the Electricity Additional Rent for submetered electricity supplied to the Premises be more or less than Landlords actual costs to purchase and distribute such electricity plus $1,000 per annum. If any tax is imposed upon the Electricity Additional Rent received by Landlord from the sale or resale of electricity to Tenant, Tenant agrees that to the extent permitted by law, Tenant shall reimburse such taxes to Landlord as Additional Rent within thirty (30) days after written demand therefor, together with supporting documentation.

(a) As used herein, "**Tenant's Electricity Share**" of any amount or cost is the portion of such amount or cost that is attributable to Tenant's consumption of electricity in the Premises or to the furnishing of electricity to the Premises or to Tenant's proportionate share of electricity consumed in the common areas of the floor of the Building on which the Premises (or a portion thereof) is located, as the case may be, in any case as reasonably determined by Landlord.

Section 13.04 Intentionally Omitted.

Section 13.05 Electrical Requirements.

(a) Tenant shall not use any electrical equipment that, in Landlord's sole and absolute judgment, would exceed or interfere with the electrical service to other tenants of the Building. Tenant shall not make any electrical installations, alterations, additions or changes to the electrical equipment or appliances in the Premises without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Tenant covenants and agrees that at all times its use of electricity will not exceed the capacity of existing feeders to the Premises or the risers or wiring installations therein and Tenant shall not use any electrical equipment which, in Landlord's sole and absolute judgment, might overload such installation or interfere with the use thereof by other tenants in the Building. In the event that, in Landlord's sole and absolute judgment, Tenant's electrical requirements necessitate installation of an additional riser, risers or other proper necessary equipment or services, including without limitation ventilation or air conditioning, the same shall, if Landlord deems practicable (taking into consideration the needs of other tenants and of other spaces in the Building), be provided or installed by Landlord at Tenant's sole cost and expense, which shall be chargeable and collectible as Additional Rent and paid within thirty (30) days after the rendition to Tenant of a bill therefor and supporting documentation. Rigid conduits only will be allowed. Tenant shall at all times comply with the rules, regulations, terms and conditions applicable to service, equipment and wiring requirements of the public utility supplying electricity to the Building and such other rules and regulations as reasonably established by Landlord pursuant to the provisions of this Lease.

(b) Landlord shall not be liable for any loss, damage or expense or in any other way to Tenant for any failure, interruption or defect of any kind in the supply or character of electric service furnished to the Premises by reason of any Requirements of Law, act or omission of the utility serving the Building or for any other reason not attributable to the negligence of Landlord.

Section 13.06 Discontinuance of Electricity.

(a) If Landlord is compelled to discontinue furnishing electricity to Tenant by reason of any Requirement of Law, Landlord shall promptly notify Tenant of such Requirements of Law, and this Lease shall continue in full force and effect and shall be unaffected thereby, except only that from and after the effective date of such Requirements of Law, Landlord shall not be obligated to furnish electricity to Tenant and Tenant shall arrange to obtain electricity directly from the utility company serving the Building. Such electricity may be furnished to Tenant by means of the existing electrical facilities serving the Premises. All meters and all additional panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electricity of substantially the same quantity, quality and character, shall be installed by Landlord at Tenant's reasonable actual expense, and all such expenses incurred by Landlord shall be payable by Tenant, as Additional Rent.

Section 13.07 Alternative Service Providers.

Provided same does not materially increase Tenant's electricity costs, Landlord shall have the right at any time and from time to time during the Term, to the extent permitted by Requirements of Law, to either contract for electricity service with the current utility company providing electricity service to the Building (the "**Current Service Provider**") or to contract for service from an alternate company or companies providing electricity service (each an "**Alternative Service Provider**"). Tenant shall cooperate with Landlord, the Current Service Provider and any Alternate Service Provider at all times, and as reasonably necessary, to allow Landlord, Current Service Provider and any Alternate Service Provider reasonable access to any and all electric lines, feeders, wiring and other machinery within the Premises. Tenant may not utilize the services of any Alternate Service Provider, and no such Alternate Service Provider shall be permitted to provide service to Tenant or to install its lines or other equipment within the Building, without the prior written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed.

ARTICLE 14. LANDLORD SERVICES

Section 14.01 Elevators.

Landlord shall provide passenger elevator service, servicing the Building on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. and have an elevator for passenger use subject to call at all other times. In addition, Landlord shall provide one freight

elevator, upon Tenant's prior request, on a non-exclusive basis with other tenants at the Building, on all Business Days from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. The use of all elevators shall be subject to the Rules and Regulations and Construction Procedures.

Section 14.02 HVAC.

(a) Adequate heating, ventilation and air conditioning shall be supplied to the Premises from the HVAC unit(s) installed as an Independent System located on the Premises, at Landlord's sole cost and expense, in compliance with Tenant's air quality requirements and any Requirement of Law. Landlord shall be solely responsible for all maintenance, repairs, and replacements of its HVAC system, including the HVAC units that service the Premises. Tenant may, at its reasonable discretion install additional supplemental air conditioning units which shall operate twenty-four (24) hours a day seven (7) days a week, in compliance with Tenant's air quality requirements and any Requirement of Law provided that the Tenant shall be responsible for the maintenance, repairs and replacements of the same.

(b) Landlord, through the Building Systems, shall furnish heating for the reasonably comfortable occupancy of the Premises as reasonably determined by Landlord on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m., subject to Landlord's Rules and Regulations in effect from time to time. All electrical energy used in connection with the operation of the air conditioning system shall be in included as Tenant's Electrical Share and if applicable shall be paid by Tenant as provided in Article 13. The performance by Landlord of its obligation under this Section 14.02 is subject to Tenant's compliance with the conditions of occupancy and connected load established by Landlord from time to time. Use of the Premises, or any part thereof, in a manner exceeding the heating and/or air-conditioning design conditions, or rearrangement or partitioning which interferes with normal operation of the heating or air conditioning systems in the Premises, may require changes in the heating and/or air conditioning systems servicing the Premises, in order to provide comfortable occupancy. Such changes shall be made by Tenant, at its expense, as Alterations in accordance with Article 3 hereof. Notwithstanding the foregoing, if an energy conservation or any other Requirement of Law shall require any reduction in operations of the heating or air conditioning systems, the same shall be operated so as to provide reduced service in accordance with such Requirement of Law.

Section 14.03 Overtime Periods.

Except as otherwise specifically provided herein, Landlord shall not be required to furnish any services under this Article 13 during periods ("**Overtime Periods**") other than the hours of 8:00 a.m. to 6:00 p.m. on Business Days and 8:00 a.m. to 1:00 p.m. on Saturdays unless Landlord has received advance notice from Tenant (which may be given by telephone together with an additional notice by facsimile or email to the Agent) requesting such services, which notice must be given prior to 2:00 p.m. for services during the same Business Day and 2:00 p.m. of the preceding Business Day if such Overtime Period is requested for a day other than a Business Day. Landlord shall have no liability of any kind nor shall Tenant be entitled to any abatement of rent

for any failure *to* deliver any heating or other services during Overtime Periods. The Rental does not include or reflect any charge to Tenant for any services during any Overtime Periods. If Landlord provides any services during an Overtime Period, including exclusive freight elevator and loading dock usage, Tenant will pay Landlord's then established reasonable customarily charges therefor.

Section 14.04 Water.

(a) Landlord shall provide hot and cold water to the Premises for ordinary drinking, cleaning and lavatory purposes. Landlord shall provide sufficient quantities of water for the sprinkler system serving the Premises in accordance with any applicable Requirements of Law, at Landlord's then established rates thereof. If Tenant requires, uses or consumes water for any purpose in addition to ordinary drinking, cleaning and lavatory purposes and for the sprinkler systems serving the Premises, the cost of the water so used (inclusive of Landlord's administration charges, sewer rents, taxes and other charges) shall be billed to Tenant as Additional Rent based upon Landlord's estimate of the usage.

(b) If the "sprinkler system" installed in the Building or any or its appurtenances shall be damaged or injured or not be in proper working order by reason of any act of omission by Tenant, or Tenant's agents, servant, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition, at Tenant's sole cost and expense. Further, if the New York Board of Fire Underwriters or the New York Fire Insurance Rating Organization or any bureau, department or official of the state or city government shall require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business, or the location of the partitions, trade fixtures, or other contents of the Premises, Tenant shall, at Tenant's sole cost and expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

Section 14.05 Security.

Landlord shall, at its own cost and expense, provide security to the Building, including the Leased Premises and the Common Areas, comprised of, at a minimum, a 24 x 7 virtual doorman system and cameras in all Common Areas, and otherwise, consistent with its existing practices, and any other security measures Landlord may reasonably determine from time to time to ensure a clean, safe, secure and well-maintained environment for all its tenants.
Notwithstanding the foregoing, Tenant may install a security system in the premises which uses master codes or cards instead of keys provided that Tenant shall provide Landlord with the master code or card for such system.

Section 14.06 Discontinuance of Services.

(a) Landlord reserves the right, without liability, upon advance notice to Tenant, to stop service of any of the Building Systems or other facilities in the Building when necessary, by reason of accident or emergency, or for repairs, additions, alterations, replacements or improvements which in Landlord's sole but reasonable judgment are desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed (which repairs, alterations and improvements shall be performed in accordance with Article 6). Landlord shall promptly ensure completion of all repairs, additions, alterations, replacements or improvements as soon as reasonably possible, in order to eliminate or minimize any disruption to Tenant's business at the Premises. Landlord shall have no responsibility or liability for interruption, curtailment or failure to supply service of any of the Building Systems or other facilities, when prevented by Unavoidable Delays or by any Requirements of Law. The exercise of such right or such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any compensation or to any abatement or diminution of Rental, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise. Except as expressly provided in this Lease, Landlord shall not be required to furnish any services to the Premises.

(b) In addition to any and all other rights and remedies which Landlord may invoke for an Event of Default or material violation or material breach of any of the foregoing provisions of this Article 14, Landlord may discontinue furnishing services under this Article during the continuance of an Event of Default or the period of such material violation or material breach, and such discontinuance shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or Landlord's agents.

Section 14.07 Connections to Building Systems.

Notwithstanding anything herein to the contrary, Tenant shall not make any connection to or sever any connection from any Building System without prior notice to and reasonable approval of Landlord. All such connections shall be made only at reasonable points designated by Landlord and under the supervision and control of Landlord's Building personnel or contractors. Landlord may, in its reasonable discretion, require that all said, connections and severances be performed by Landlord's building personnel or contractors, at Tenant's sole cost and expense.

Section 14.08 Cleaning.

Tenant shall, at Tenant's cost, cause the Premises to be cleaned. Tenant agrees to contract directly with Landlord's cleaning contractor or a person or company reasonably approved by Landlord, for the provision of any cleaning of the Premises that Tenant desires or is otherwise needed to maintain the Premises in a reasonably clean fashion in excess of that which is standard in similar office buildings. Tenant shall pay to Landlord as Additional Rent within thirty

(30) days after submission of invoices therefor, together with supporting documentation, the cost of (i) cleaning the Premises resulting from the (a) misuse or neglect by Tenant or its employees or business visitors, (b) use of portions of the Premises for preparation, serving or consumption of food or beverages or other special purposes requiring greater or more difficult cleaning work than office areas, (c) unusual quantity of interior glass surfaces and (d) unusual materials or finishes installed by Tenant or at its request requiring greater or more difficult cleaning work than conventional materials, and (ii) (a) removal from the Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of office occupancy and (b) refuse and rubbish of Tenant's vending machines and other eating facilities requiring special handling (known in the trade as wet garbage). Tenant may arrange for removal of such wet garbage facilities by its own personnel or by contractors approved by Landlord, subject to such Rules and Regulations as Landlord may reasonably impose for the proper operation and maintenance of the Premises. Tenant may also arrange directly with Landlord's cleaning contractor or other contractor to pay for any or all of the costs of extra cleaning and rubbish removal referred to in this Section 14.07. Landlord and its cleaning contractor or Tenant's cleaning contractor, and their employees shall have access to the Premises during Overtime Periods and the free use of light, power and water facilities in the Premises as shall be reasonably required for the purpose of cleaning the Premises in accordance with Landlord's obligations hereunder. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however, occurring, or for any damage to any Tenant's property by the janitorial, cleaning, or exterminating personnel, whether approved by Landlord or not, unless such damage is caused by the negligent actions or omissions of Landlord. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Premises for the purpose of cleaning the same.

Landlord shall, at its own cost, provide all necessary cleaning services within the common areas of the Building, including, but not limited to the elevators and entrance lobby.

ARTICLE 15. ACCESS TO PREMISES

Section 15.01 Landlord's Access.

Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the Premises in any emergency at any time, and, at other reasonable times, upon at least forty-eight (48) hours advance notice to Tenant, except during an emergency, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the Premises or to any other portion of the Building or which Landlord may elect to perform. Tenant shall permit Landlord to use and maintain the Building Systems and Independent Systems within the Premises and replace pipes and conduits in and through the Premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into the Premises without the same constituting an eviction nor shall Tenant be entitled to any abatement of rent while such work is in progress nor to any

damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Landlord shall have the right, upon at least forty-eight (48) hours advance notice to Tenant, to enter the Premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the Building, and during the last twelve months of the term for the purpose of showing the same to prospective tenants. During any emergency event, if Tenant is not present to open and permit an entry into the Premises, Landlord or its agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property from the Premises, Landlord may immediately enter alter, renovate or redecorate the Premises without limitation or abatement of Rental or incurring liability to Tenant for any compensation and such act shall have no effect on this Lease or Tenant's obligations hereunder.

Section 15.02 Tenant's Access.

Tenant shall be permitted access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to conditions beyond Landlord's control and subject to Landlord's reasonable restrictions and regulations with respect to security and operating procedures for the Building, and Tenant shall comply with such restrictions and regulations.

Section 15.03 Access to Building.

Landlord reserves the right to change the address of the Building and/or to place signs above the entrances to the Building at any time and from time to time. Neither this Lease nor any use by Tenant shall give Tenant any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any subway or any other building or to any public conveniences, or to any particular entranceways to public streets, and the use of such doors, passages, concourses, plazas, entranceways and conveniences may without notice to Tenant, be regulated or discontinued at any time by Landlord provided Tenant's access to Premises is not blocked.

ARTICLE 16. CONDITIONS OF LIMITATION

Section 16.01 Tenant Events of Default.

Each of the following events shall be an "**Event of Default**" and constitute a condition of limitation hereunder:

(a) if Tenant shall default in the payment when due of any installment of Fixed Rent, Escalation Rent, Rental or any other charge payable by Tenant to Landlord; or

(b) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a happening or default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not subject Landlord to the risk of criminal liability or termination of any Superior Lease or foreclosure of any Mortgage, if Tenant shall not, (i) within said thirty (30) day period advise Landlord of Tenant's intention to duly institute all steps necessary to remedy such situation, (ii) duly institute within said thirty (30) day period, and thereafter diligently prosecute to completion all steps necessary to remedy the same and (iii) complete such remedy within such time after the date of the giving of said notice of Landlord as shall reasonably be necessary; or

(c) if any part of the Premises are subleased, or except as expressly permitted by Article 12, this Lease shall have been assigned or whenever any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant; or

(d) If Premises shall become vacant or abandoned for a period in excess of six (6) days; or

(e) if Tenant shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) if Tenant shall commence or institute any case, proceeding or other action (i) seeking relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(g) if Tenant shall make a general assignment for the benefit of creditors; or

(h) if any case, proceeding or other action shall be commenced or instituted against Tenant (i) seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment or a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, which either (x) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect of (y) remains undismissed for a period of sixty (60) days; or

(i) if any case, proceeding or other action shall be commenced or instituted against Tenant seeking issuance of a warrant of attachment, execution, distrain or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(j) if Tenant shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (f), (g), (h), (i) or (j) above; or

(k) if a trustee, receiver or other custodian is appointed for any substantial part of the assets of Tenant which appointment is not vacated or effectively stayed within thirty (30) days.

Section 16.02 Notice of Termination.

If an Event of Default described in Section 16.01(a) through (l) shall occur, and Landlord, at any time thereafter, at Landlord's option gives written notice to Tenant stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than thirty (30) days after the giving of such notice, then this Lease and the Term and all right of Tenant under this Lease shall expire and terminate as if the date specified in such notice were the Expiration Date, it being the intention of the Landlord and Tenant hereby to create conditional limitations, and Tenant immediately shall quit and surrender the Premises but Tenant shall remain liable for damages as provided in this Lease. Anything contained herein to the contrary notwithstanding, if such termination shall be stayed by order of any court having jurisdiction over any proceeding described in Section 16.01(f) through (k), or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such proceeding, Tenant or Tenant as debtor-in-possession shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at Landlord's election, to terminate this Lease on thirty (30) days' notice to Tenant, Tenant as debtor-in-possession or said trustee and upon the expiration of said thirty (30) day period this Lease shall cease and expire as aforesaid and Tenant, Tenant as debtor-in-possession or said trustee shall immediately quit and surrender the Premises as aforesaid.

ARTICLE 17. REMEDIES AND DAMAGES

Section 17.01 Landlord's Remedies.

(a) If there shall occur any Event of Default, and this Lease and the Term shall expire and come to an end as provided in Article 16:

(i) Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either by summary proceedings, or by any other applicable legal action of proceeding, and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property and effects from the Premises; and

(ii) Landlord shall exercise reasonable efforts to relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine in order to relieve Tenant of any liability under this Lease or otherwise affect any such liability. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole but reasonable discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to reenter or to institute legal proceedings (including its right to bring declaratory and/or injunctive judgment action) to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord after expiration or termination of this Lease, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical meanings. In the event of a breach or threatened breach by Tenant, any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

Section 17.02 Landlord's Damages.

(a) If this Lease and the Term shall expire and come to an end as provided in Article 16, or by or under any summary proceeding or any other action or proceeding, of if Landlord shall re-

enter the Premises as provided in Section 17.01, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Tenant shall pay to Landlord all Rental payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be;

(ii) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency (referred to as "**Deficiency**") between the Rental for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 17.01(a)(ii) for any part of such period (first deducting from the gross rents collected under any such reletting all of Landlord's expenses paid or incurred in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such re-letting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and any and all other expenses of preparing the Premises for such re-letting or charged against the Premises or the re-letting); any such Deficiency shall be paid in monthly installments by Tenant on days specified in this Lease for payment of installments of Fixed Rent. In no event shall Tenant in any suit pursuant to this Section 17.02(a) for any Deficiency be entitled to any credit from any such net rents from a re-letting except to the extent such net rents are actually received by Landlord. Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) In the event Landlord has been unable to re-let the Premises and collect any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any monthly Deficiency as and for liquidated and agreed final damages, a sum equal to the amount by which the Rental for the period which otherwise would have constituted the unexpired portion of the Term discounted to present worth at the Discount Rate, less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 17.02(a)(ii) for the same period; if, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been re-let by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such re-letting shall be deemed, prima facie, to be the fair and reasonable rental value for the part of the whole of the Premises so re-let during the term of the re-letting.

(b) If the Premises, or any part thereof, shall be re-let together with other space in the Building, the rents collected or reserved under any such re-letting and the expenses of any such re-letting shall be equitably apportioned for the purposes of this Section 17.02. Tenant shall in

no event be entitled to any rents collected or payable under any re-letting, whether or not such rents shall exceed the Fixed Rent reserved in this Lease. Solely for the purposes of this Article 17, the term "**Escalation Rent**" as used in Section 17.02(a) shall mean the Escalation Rent in effect immediately prior to the Expiration Date, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increase pursuant to the provisions of Article 26 for the Operating Year or Tax Year immediately preceding such event.

Section 17.03 Other Remedies.

Suit or suits for the recovery of damages, of any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provision of Article 16, or had Landlord not re-entered the Premises. Notwithstanding anything herein to the contrary, nothing contained in Article 16 or this Article 17 or any other provision of this Lease shall be deemed to preclude, limit or otherwise abridge the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law or equity, or of any sums or damages or other relief to which Landlord may be entitled in addition to the damages set forth in this Article 17 whether or not such amount be greater than any of the sums referred to in Article 17.

In no event shall Landlord be entitled to consequential, punitive or exemplary damages on account of any Tenant default including, without limitation, lost profits and loss of business damages.

Section 17.04 Conditions Upon Surrender.

If this Lease is terminated under the provisions of Article 16, or if Landlord shall, re-enter the Premises under the provisions of Article 16, Tenant agrees that:

(a) the Premises then shall be in the condition in which Tenant has agreed to surrender the same to Landlord at the Expiration Date;

(b) Tenant shall have performed prior to any such termination any covenant of Tenant contained in this Lease for the making of any Alterations or for restoring or rebuilding the Premises or the Building, or any part thereof; and

(c) for the breach of any covenant of Tenant set forth above in this Section 17.04, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay, as and for liquidated damages therefor, the cost of performing such covenant (as estimated by an independent contractor selected by Landlord).

Section 17.05 Property of Tenant.

(a) In the event of any retaking of possession of the Premises by Landlord as herein provided or otherwise, or upon the abandonment by Tenant of any Tenant Property, Landlord may remove and store any such Tenant Property in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of Tenant. Landlord may sell any and all of such property at public or private sale as provided by law and shall apply the proceeds of such sale first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of other amounts of money which may be due from Tenant to Landlord under the terms of this Lease and the balance, if any, to Tenant.

(b) Tenant hereby waives all claims for damages that may be caused by Landlord's changing locks at the Premises or re-entering and taking possession of the Premises or removing and storing the property of Tenant upon default hereunder by Tenant and will hold Landlord harmless from all losses, costs or damages occasioned by Landlord thereby, and no such re-entry shall be construed to be a forcible entry.

ARTICLE 18. CURING TENANT DEFAULTS; LATE CHARGE COSTS

Section 18.01 Landlord's Right to Cure.

(a) If an Event of Default shall occur and be continuing, beyond any applicable grace or cure period, then unless otherwise provided elsewhere in this Lease, Landlord may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Landlord in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money including but not limited to reasonable attorneys' fees in instituting prosecuting or defending any action or proceeding and prevails in any such action or proceeding then Tenant will reimburse Landlord for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days of rendition of any bill or statement to Tenant therefor, together with supporting documentation. If Tenant's Lease term shall have expired at the time of making of such expenditures or incurring of such obligations such sums shall be recoverable by Landlord as damages.

(b) In the event that after notice to Tenant, Landlord shall perform any work on behalf of Tenant pursuant to this Lease, which work is being performed at Tenant's expense (as provided herein or by agreement of the parties), Landlord shall be entitled to receive, in addition to Landlord's cost of performing such work, an amount equal to ten percent (10%) of such cost in reimbursement of Landlord's overhead and administrative fees.

Section 18.02 Late Fees.

(a) Any payment of Fixed Rent, Escalation Rent or other Additional Rent required to be paid by Tenant hereunder which is not received within five (5) business days after same is due shall be subject to a late charge of five percent (5%) of the delinquent amount (to reimburse Landlord for damages sustained resulting from non-contemplated late payments, which the parties acknowledge will be extremely difficult and impractical to ascertain), which late charge shall be payable at the same time as the delinquent amount is paid and shall be deemed Additional Rent. In addition, any amount due from Tenant not paid by the expiration of the grace period on the due date shall bear interest from the due date at a daily variable rate equal to the Applicable Rate, which interest shall be payable at the same time the delinquent amount is paid. The parties hereby agree that the foregoing late charge represents a fair and reasonable estimate of the costs Landlord will incur in processing each delinquent payment by Tenant; that such late charges will be paid to Landlord as liquidated damages for each payment which is not received on the due date; and that the payment of late charges and the payment of interest are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while payment of late charges is to compensate Landlord for additional administrative expense incurred by Landlord in Building and processing delinquent payments. The foregoing shall not be construed as obligating Landlord to accept any payment after the due date nor shall acceptance of such late charge or interest prejudice the right of Landlord to declare a default hereunder or exercise any right or remedy provided herein or at law or in equity.

(b) All sums so expended by Landlord, including attorney's fees, shall bear interest at the default rate provided above from the date of expenditure until paid. This paragraph is not intended to relieve Tenant from any default in failing to meet any payment or performance obligation at the time and in the manner herein specified. All remedies of Landlord specified in this Article or in this Lease shall be cumulative as to each default to the extent allowed by law.

ARTICLE 19. NO REPRESENTATIONS BY LANDLORD

Section 19.01 Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Building or the Premises, the rents, Leases, expenses of operation or any other matter or thing affecting or related to the Premises, except as herein expressly set forth, and no rights easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has inspected the Building and the Premises and is thoroughly acquainted with their condition and agrees to take the same "as is" subject to Landlord's Work being Substantially Completed and acknowledges that the taking of possession of the Premises by Tenant shall be conclusive evidence that the said premises and the Building of which the same form a part were in good and satisfactory condition at the time such possession was so taken except as to latent defects.

ARTICLE 20. END OF TERM

Section 20.01 Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this Lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this Lease shall expire at noon on the preceding Saturday unless it is a legal holiday in which case it shall expire at noon on the preceding Business Day.

ARTICLE 21. QUIET ENJOYMENT

Section 21.01 Landlord covenants that if, and so long as, Tenant pays all of the Rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement, condition and provision of this Lease on Tenant's part to be kept, observed and performed, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 22. LANDLORD DEFAULT; TENANT'S REMEDIES

Section 22.01 Landlord's Default.

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice is delivered by Tenant to Landlord, specifying the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

Section 22.02 Tenant's Remedies.

In the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant may exercise all of Tenant's rights and remedies under this Lease, at law, and in equity, including terminating this Lease. In no event shall Tenant be entitled to consequential, punitive or exemplary damages on account of any Landlord default including, without limitation, lost profits and loss of business damages. If a Landlord default occurs which is not cured within the applicable notice and cure period set forth in Section 22.01 above, then Tenant shall send a second written notice of such default indicating that Tenant intends to exercise its self-help and offset rights under this Lease. If Landlord fails to commence to cure and remedy such default within ten (10) days after Landlord's receipt of such second written notice, then Tenant may, but is not obligated to, remedy and cure such default at Landlord's expense and Landlord shall

reimburse Tenant for tenant's costs and expenses, including reasonable attorney' fees, within thirty (30) days or receipt of an invoice from Tenant. In the event Landlord does not reimburse Tenant within said thirty-day period, Tenant may offset the full undisputed amount due against all fees due and owing by the Tenant until the Tenant is fully reimbursed, together with interest thereon at Prime plus three (3%) percent per annum.

Section 22.03 Non-Recourse.

Notwithstanding anything to the contrary in this Lease, any judgment obtained by Tenant or any of Tenant's parties against Landlord or any Landlord parties shall be satisfied only out of Landlord's equity interest in the Building and the legal parcel of land on which it sits. Neither Landlord nor any Landlord parties shall have any personal liability for any matter in connection with this Lease or its obligations as Landlord of the Premises, except as provided above. Tenant shall not institute, seek or enforce any personal or deficiency judgment against Landlord or any Landlord parties, and none of their property shall be available to satisfy any judgment hereunder, except as provided in this Section 22.03.

ARTICLE 23. NO WAIVER

Section 23.01 No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Premises. In the event Tenant at any time desires to have Landlord sublet the Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purpose without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such subletting.

Section 23.02 The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations set forth hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation. The receipt of Landlord of Fixed Rent, Escalation Rent, or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth, or hereafter adopted, against Tenant or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulation. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Fixed Rent or other item of Rental herein stipulated shall be deemed to be other than on account of the earliest stipulated Fixed Rent or other item of Rental

herein stipulated, or as Landlord may elect to apply same, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Fixed Rent or other item of Rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Rent or other item or Rental or pursue any other remedy in this Lease provided.

ARTICLE 24. AFFIRMATIVE WAIVERS

Section 24.01 Waiver of Redemption.

TENANT, ON BEHALF OF ITSELF AND ANY AND ALL PERSONS CLAIMING THROUGH OR UNDER TENANT, DOES HEREBY WAIVE AND SURRENDER ALL RIGHTS AND PRIVILEGES WHICH IT, THEY OR ANY OF THEM MIGHT HAVE UNDER OR BY REASON OF ANY PRESENT OR FUTURE LAW, TO REDEEM THE PREMISES OR TO HAVE A CONTINUANCE OF THIS LEASE AFTER BEING DISPOSSESSED OR REJECTED THEREFROM BY PROCESS OF LAW OR UNDER THE TERMS OF THIS LEASE OR AFTER THE TERMINATION OF THIS LEASE AS PROVIDED IN THIS LEASE.

Section 24.02 Waiver of Jury Trial.

TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST TENANT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY AND OTHER STATUTORY REMEDY WITH RESPECT THERETO.

ARTICLE 25. INABILITY TO PERFORM

Section 25.01 Except as provided in Article 10 with respect to damage to the Premises arising from fire or other casualties and in Article 11 with respect to condemnation, this Lease and the obligation of Tenant to pay Fixed Rent, Escalation Rent and Additional Rent and other Rentals hereunder shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease expressly or impliedly to be performed by Landlord. In the event either party is unable to make, or is delayed in making any repairs, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if such party is prevented or delayed from so doing by reason of strikes, labor troubles, accidents, governmental preemption in connection with a national emergency, Requirements of Law, Tenant Delays, conditions of supply and demand which have been or are affected by war, other emergency, fire or other casualty, adjustment of insurance claims, acts of God, or any other similar or dissimilar cause beyond Landlord's reasonable control (collectively, "**Unavoidable Delays**"), such party shall endeavor to promptly notify the other of any Unavoidable Delays which prevents such party from fulfilling any of its obligations under this Lease but failure to do shall in no event impair the operation of the

provisions of this Article 25. It is hereby acknowledged and agreed by the parties that, any time limits required to be met by either party hereunder, whether specifically made subject to Unavoidable Delays or not, except those related to the payment of Fixed Rent, Escalation Rent and Additional Rent, as indicated above, will, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any required performance is delayed due to such Unavoidable Delays.

ARTICLE 26. ESCALATIONS

Section 26.01 Definitions.

For the purposes of this Lease, the following terms shall have the meanings set forth below:

(a) "**Assessed Valuation**" shall mean the amount for which the Real Property is assessed pursuant to applicable provisions of the Yonkers City Charter and of the Administrative Code of the City of Yonkers for the purpose of imposition of Taxes for such Tax Year.

(b) "**Base Operating Year**" shall mean the Calendar Year commencing on January 1, 2026 and ending on December 31, 2026.

(c) "**Base Taxes**" shall mean the Taxes, as finally determined and fully assessed, for the fiscal year commencing on July 1, 2025 and ending on June 30, 2026 for city taxes and January 1, 2026 for county taxes.

(d) "**Capital Improvements**" shall mean alterations, repairs, improvements, equipment or machinery installed (i) by reason of Requirements of Law or (ii) for the purpose of reducing energy consumption or reducing other Operating Expenses or improving the safety of the Building, whether structural, ordinary or extraordinary, foreseen or unforeseen, and whether or not required by this Lease, amortized over the lesser of the useful life of such repair, replacement, equipment or improvement, provided, however, with respect to any capital improvement and/or any machines or equipment which is made or becomes operational after the Commencement Date, and which has the effect of reducing the expenses which otherwise would be included in Operating Expenses, the amount included in Operating Expenses in any Operating Year until such improvement and/or machinery or equipment has been fully amortized or depreciated, as the case may be, shall be the lesser of (x) the amortization or depreciation, as the case may be, of such capital improvement and/or machinery or equipment, which would have been included in Operating Expenses pursuant to the foregoing provisions or (y) the amount of savings, as estimated by Landlord, resulting from the installation and operation of such improvement and/or machine or equipment.

(e) "**Operating Expenses**" shall mean the aggregate of all costs and expenses (and taxes, if any, thereon) paid or incurred by or on behalf of Landlord in respect of the maintenance,

operation, repair, replacement, improvement, insuring, equipping, cleaning and security of the Real Property, including the costs of:

(i) gas, oil, steam, water, sewer rental, common area electricity, as indicated by meter; (h) HVAC and other utilities furnished to the Building and utility taxes; (c) elevator and public area maintenance and cleaning; (d) painting and decoration; (e) regular cleaning costs for the Premises, including the windows, sidewalks and plazas, and the costs of all labor, supplies, equipment and materials incidental thereto; (f) rubbish removal; (g) snow and ice removal, sanding and salting; (h) security; (i) depreciation of hand tools and other movable equipment; (i) maintenance of conduits in the Building; (k) flood, fire, extended coverage, boiler and machinery, sprinkler apparatus, public liability and property damage, loss of rental, fidelity and plate glass insurance and any other insurance maintained by Landlord; (l) wages, salaries, bonuses and all other benefits and expenses respecting employees of Landlord (or its agents) up to the Agent level; (m) uniforms and working clothes for such employees and the cleaning and replacement thereof; (n) expenses imposed on Landlord pursuant to Requirements of Law or to any collective bargaining agreement with respect to such employees; (o) workmen's compensation insurance, payroll, social security, unemployment and other similar employment taxes with respect to such employees; (p) any Building security or other system; (q) charges of independent contractors; (r) repairs, replacements and improvements to all Building Systems and facilities and other portions of the Building, window washing equipment and snow removal equipment; (s) Capital Improvements; (t) salaries of bookkeepers and accountants, provided that to the extent that Landlord employs the services of any such persons at the Building and at additional locations other than the Building, then only a pro rata allocation (based on an equitable time allocation) of the foregoing expenses incurred on behalf of the Building shall be included in Operating Expenses; (u) professional and consulting fees, including legal and accounting fees and disbursements related to enforcing this Lease (and exclusive of fees and disbursements to attorneys in applying for reduction of Taxes which shall be included in "Taxes" as provided below); (v) association fees or dues; (w) telephone and stationery and (x) management fees for the management of the Real Property (capped at 3% of gross revenues collected in connection with the Building).

(ii) The following shall be excluded from Operating Expenses: (a) Taxes, and any franchise, inheritance, estate, gift, succession or income taxes (but not sales or use taxes) or other taxes imposed upon the profit or income of Landlord; (b) interest and amortization on Mortgages and fixed rent on Superior Leases; (c) leasing commissions, advertising expenses and other expenses incurred in connection with the leasing of space in the Building; (d) Capital Improvements except as provided in this Article 26; (e) the cost of electrical energy furnished directly to Tenant and other tenants of the Building for rentable space in the Building; (l) the cost of tenant installations and decorations incurred in connection with preparing space for an existing or new tenant; (g) legal fees incurred in connection with the negotiation of any space lease in the

Building; (h) refinancing costs; (i) the depreciation on the Building and equipment; (j) any repairs or work performed to any portion of the Building, improvement or premises intended to be occupied by individual tenants and which is not a common area or the cost of providing any service that is not provided to all tenants of the building; (k) items for which Landlord receives reimbursements from other sources or is otherwise reimbursed under this Lease; (l) debt service or other payments on mortgages or notes or amounts set aside for reserve or escrow requirements of any mortgage or cost and expense of financing, refinancing, disposition or transfer of the real property or building; (m) ground rents, if any; (n) expenses for repairs and other work occasioned by fire, windstorm or other insured casualties or costs of any repair, restoration or replacements to the extent that Landlord receives insurance premiums therefor; (o) expenses incurred in connection with the enforcement of leases, disputes with tenants (including Tenant) including, but not limited to, legal fees and disbursements; (p) costs and expenses incurred with Hazardous Materials, provided that same are not occasioned by Tenant's use thereof; (q) costs and expenses in connection with pre-existing violations or costs of curing any violations or of any compliance with any requirement of any governmental authority, provided that same is not occasioned by Tenant's unauthorized actions or unauthorized use of the Premises; (r) salaries, compensation and benefits of any personnel employed by Landlord in a supervisory, managerial or administrative capacity; and (s) utility costs, interest, income, taxes, including franchise taxes or excess profits taxes, insurance, costs of maintaining the Landlord's corporate existence and other costs payable by tenants to the extent that the inclusion of these costs would be duplicative.

(iii) If Landlord shall not furnish any particular items of work or service (which would otherwise constitute an Operating Expense hereunder) to portions of the Building due to the fact that (a) such portions are not occupied or leased, (b) such items of work or service is not required or desired by the tenant of such service, (c) such tenant is itself obtaining and providing such item of work or service, or (d) for other reasons, then, for the purposes of computing Operating Expenses, the amount of such item and for such period shall deemed to be increased by an amount equal to the additional costs and expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such item of work or services to such portion of the Building to such tenant.

(iv) Any insurance proceeds received with respect to any item previously included as an Operating Expense shall be deducted from Operating Expenses for the Operating Year in which such proceeds are received.

(v) In determining the amount of Operating Expenses for any Operating Year (including the Base Operating Year), if less than 100% of the Building rentable area shall have been occupied by tenant(s) at any time during any such Operating Year, Operating Expenses shall be determined for such Operating Year to be an amount equal to the like

expenses which would normally be expected to be incurred had 95% of the rentable areas been occupied throughout such Operating Year.

(f) "**Operating Statement**" shall mean a statement setting forth Landlord's calculation of Tenant's Operating Payment payable for an Operating Year pursuant to the provisions of this Article 26.

(g) "**Operating Year**" shall mean a twelve-month period commencing on January 1 and ending on the succeeding December 31 for any part or all of which Escalation Rent shall be payable pursuant to this Article 26.

(h) "**Taxes**" shall mean the aggregate amount of real estate taxes and any general or special assessments (exclusive of penalties and interest thereon) imposed upon the Real Property (including, without limitation, (i) assessments made upon or with respect to any "air" and "development" rights now or hereafter appurtenant to or affecting the Real Property, (ii) any fee, tax or charge imposed by any Governmental Authority for any vaults, vault space or other space within or outside the boundaries or the Real Property which are not paid by the occupant or user thereof, and (iii) any assessments levied after the date of this Lease for public benefits to the Real Property or the Building); provided, that if because of any change in the taxation of real estate, any other tax or assessment, however denominated (including, without limitation, any franchise, income, profit, sales, use, occupancy, gross receipts or rental tax) is imposed upon Landlord or the owner of the Real Property or the Building, or the occupancy, rents or income therefrom, in substitution for or in lieu of or in addition to any of the foregoing Taxes, such other tax or assessment shall be deemed part of Taxes computed as if Landlord's sole asset were the Real Property (it being acknowledged and agreed that any franchise, income, profit, sales, use, occupancy, gross receipts or rental tax which is unique to Landlord and which is not related to the Real Property shall be excluded from Taxes). With respect to any Tax Year, all expenses, including reasonable attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for such Tax Year. Except as set forth in the provision above with respect to changes in taxation, Taxes shall not be deemed to include (x) any taxes on Landlord's income or profit, (y) franchise taxes, or (z) gift, succession, estate or inheritance taxes, interest or penalties incurred by Landlord as a result of late payments of Taxes.

(i) "**Tax Payment Date**" shall mean December 1st and June 1st of each year, subject to revision in accordance with Section 26.02(b).

(j) "**Tax Payment Installment**" shall mean each installment on account of Tenant's Tax Payment which is due on a Tax Payment Date, which as of the date hereof shall mean two equal installments payable on December 1st and June 1st of each year, subject to revision in accordance with Section 26.02(b).

(k) "**Tax Statement**" shall mean a statement, as the same may be revised from to time by Landlord, setting forth Landlord's calculation of the Tax Payment or Tentative Monthly Tax Charge, as applicable, due for a Tax Year pursuant to the provisions of this Article 26.

(l) "**Tax Year**" shall mean the period January l - December 31 for County Taxes and July 1 - June 30 for City of Yonkers taxes.

(m) "**Tentative Monthly Tax Charge**" shall mean a sum equal to one-sixth (1/6th) of Landlord's good faith estimate of Tenant's Tax Payment Installment coming due on the next ensuing Tax Payment Date; provided, however, that if the number of installments in which Taxes are payable shall be modified to be other than the two semi-annual installments, then the fraction of 1/6 shall be appropriately revised so that the denominator thereof shall properly reflect the number of months of the Tax Year which shall be covered by each Tax Payment Installment.

(n) "**Tenant's Operating Share**" and "**Tenant's Tax Share**" shall mean 16.66% percent, which percentage was calculated based on the ratio between the total square footage of the Premises and the total square footage of the Building. The Tenant's Operating Share and Tenant's Tax Share may be increased or decreased pursuant to the terms hereof.

Section 26.02 Tenant's Tax Payment.

(a) Tenant shall pay to Landlord as Additional Rent for each Tax Year or partial Tax Year (occurring on and after the Commencement Date) throughout the Term an amount equal to (i) Tenant's Tax Share multiplied by (ii) the amount by which the Taxes payable for such Tax Year exceed the Base Taxes (the "**Tax Payment**") as shown on the Tax Statements rendered to Tenant from time to time with respect to such Tax Year as hereinafter provided. The Taxes shall be computed initially on the basis of the Assessed Valuation in effect at the time the Tax Statement is rendered (as the Taxes may have been settled or finally adjudicated prior to such time) regardless of any then pending application, proceeding or appeal respecting the reduction of any such Assessed Valuation, but shall be subject to subsequent adjustment as provided in Section 26.02(d).

(b) At any time during or after the Term, Landlord may render to Tenant a Tax Statement or Tax Statements showing Landlord's calculation of (i) the Tax Payment for such Tax Year and/or any prior Tax Year and/or (ii) the Tentative Monthly Tax Charge payable on account of the Tax Payment. Tenant shall pay to Landlord on the first day of each month during the Term from and after the Commencement Date, the Tentative Monthly Tax Charge, as specified by Landlord in a Tax Statement rendered to Tenant. Tenant shall pay to Landlord on each Tax Payment Date the Tax Payment Installment which is due on each such date, as shown on the Tax Statement rendered by Landlord to Tenant, less the sum of the Tentative Monthly Tax Charges theretofore or then being paid by Tenant on account of such Tax Payment Installment which is then due and payable. If Landlord is required to pay Taxes on any other date or dates than as presently

required by the Governmental Authority imposing the same by virtue of the requirement of such Governmental Authority or those of the holder of any Mortgage or Superior Lease, if applicable, then the Tax Payment Dates and the number of Tax Payment Installments shall be correspondingly revised so that the Tax Payment or Tax Payment Installments, as applicable, are due at least thirty (30) days prior to the date the corresponding payment is due to the Governmental Authority or the holder of such Mortgage or Superior Lease, as the case may be. If the Tax Year established by the City of Yonkers and County of Westchester shall be changed, any Taxes for the Tax Year prior to such change which are included within the new Tax Year and which were subject of a prior Tax Statement shall be apportioned for the purpose of calculating the Tax Payment payable with respect to such new Tax Year. Landlord's failure to render a Tax Statement during or with respect to any Tax Year shall not prejudice Landlord's right to render a Tax Statement during or with respect to any subsequent Tax Year, and shall not eliminate or reduce Tenant's obligation to make Tax Payments pursuant to this Article 26 for such Tax Year except as provided in the first sentence of this Section 26.02(b) with respect to the end of the Term. Whenever so requested, but no more than once a year, Landlord shall timely furnish Tenant with a reproduced copy of the tax bill (or receipted bill) for the Taxes for the current or next succeeding Tax Year (if theretofore issued by the Governmental Authority) but Landlord's failure to do so shall in no event impair or affect Tenant's obligation to make its Tax Payments in accordance with the terms hereof.

(c) The Tax Payment shall be prorated for any partial Tax Year in which the Commencement Date or Expiration Date shall occur to correspond to that portion of such Tax Year occurring from and after or before and ending on such dates, as applicable, within the Term. If the amounts paid by Tenant pursuant to this Section 26.02 on account of any Tax Payment Installment shall be less than the amount of such Tax Payment Installment as shown on the most recent Tax Statement rendered by Landlord, Tenant shall, within ten (10) Business Days thereafter, pay to Landlord an amount equal to the amount of any underpayment of such Tax Payment Installment and, in the event of an overpayment, Landlord shall credit against subsequent Tax Payments the amount of Tenant's overpayment. Any amount owing to Tenant subsequent to the Term shall be paid to Tenant within ten (10) Business Days after a final determination has been made of the amount due to Tenant, which final determination shall be made by Landlord within a reasonable period of time following the Expiration Date.

(d) Only Landlord shall be eligible to institute tax reduction or other proceedings to reduce the Assessed Valuation. In the event that after a Tax Statement has been sent to Tenant an Assessed Valuation which had been utilized in computing the Taxes for a Tax Year is reduced (as a result of settlement, final determination of legal proceedings or otherwise), and as a result thereof a refund of Taxes is actually received by or on behalf of Landlord, then, promptly after receipt of such refund, Landlord shall send by notice to Tenant a Tax Statement adjusting the Taxes for such Tax Year and setting forth Tenant's Tax Share of such refund and Tenant shall be entitled to receive such Tenant's Tax Share of such refund by way of a credit against the Tax Payment next becoming due after the sending of such Tax Statement, provided, however, that Tenant's Tax Share of such refund shall be limited to the portion of the Escalation Rent, if any,

which Tenant had theretofore paid to Landlord attributable to increases in Taxes for the Tax Year to which the refund is applicable on the basis of the Assessed Valuation before it had been reduced and shall be reduced by Tenant's Tax Share of any and all costs and expenses associated with such proceedings.

Section 26.03 Tenant's Operating Share.

(a) Tenant shall pay as Additional Rent for each Operating Year or partial Operating Year (occurring on and after the Commencement Date) throughout the Term an amount equal to (i) Tenant's Operating Share multiplied by (ii) the amount by which Operating Expenses for such Operating Year exceed the Operating Expenses for Base Operating Year (each, a "**Tenant's Operating Payment**") as hereinafter provided. Notwithstanding anything to the contrary in the Lease, all controllable Operating Expenses (Operating Expenses except real estate taxes, utilities, insurance, snow removal, and union contracts) shall not increase more than three percent (3%) on a cumulative and compounding basis per year during the Lease Term.

(b) At any time during or after the term of this Lease, Landlord may render by notice to Tenant an Operating Statement or Statements showing Landlord's calculation of Tenant's Operating Payment for such Operating Year and/or any prior Operating Year, which statement shall set forth the Operating Expenses in reasonable detail. Landlord's failure to render an Operating Statement during or with respect to any Operating Year in question shall not prejudice Landlord's right to render an Operating Statement during or with respect to any other Operating Year, and shall not eliminate or reduce Tenant's obligation to pay Tenant's Operating Payment pursuant to this Article 26 for such Operating Year or any other Operating Year.

(c)

(i) On the first day of the month following the month in which Tenant is furnished an Operating Statement, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of Tenant's Operating Payment shown thereon to be due for the preceding Operating Year multiplied by the number of months (and any fraction thereof) of the term of the Lease then lapsed since the commencement of such Operating Year in which such Operating Statement is delivered and thereafter, commencing with the then current monthly installment of Fixed Rent and continuing monthly thereafter until rendition of the next succeeding Operating Statement, Tenant shall pay on account of Tenant's Operating Payment for such Operating Year an amount equal to one-twelfth (1/12th) of Tenant's Operating Payment shown thereon to be due for the preceding Operating Year. Any Tenant's Operating Payment shall be collectible by Landlord in the same manner as Fixed Rent.

(ii) Following the rendering of each Operating Statement a reconciliation shall be made as follows: Tenant shall be debited with any Tenant's Operating Payment shown on such Operating Statement and credited with the amounts, if any, paid by Tenant on account in accordance with the provisions of Section 26.03(c)(i) for the

Operating Year in question. Tenant shall pay any net debit balance to Landlord within ten (10) Business Days after rendition by Landlord of an invoice for such net debit balance, and any net credit balance shall be applied against the Tenant's Operating Payment next becoming due.

(d)

(i) As used in this Section 26.03(d), (1) the term "**Tentative Monthly Escalation Charge**" shall mean a sum equal to 1/12th of Tenant's Operating Share multiplied by Landlord's reasonable estimate of Operating Expenses for the Current Operating Year, and (2) the term "**Current Operating Year**" shall mean the Operating Year in which a demand is made upon Tenant for payment of a Tentative Monthly Escalation Charge.

(ii) At any time in any Operating Year, Landlord, at its option, in lieu of the payments required under Section 26.03(c)(i), may by notice to Tenant demand and collect from Tenant, as Additional Rent, a sum equal to the Tentative Monthly Escalation Charge multiplied by the number of months in said Operating Year preceding such demand (less any amounts theretofore paid by Tenant on account of the Tenant's Operating Payment for such Operating Year), and thereafter, commencing with the month in said Operating Year, the monthly installments of Fixed Rent shall be deemed increased by the Tentative Monthly Escalation Charge. Any amount due to Landlord under this Section 26.03(d) may be included by Landlord in any Operating Statement rendered to Tenant as provided in Section 26.03(b).

(iii)After the Current Operating Year and at any time that Landlord renders an Operating Statement or Statements to Tenant as provided in Section 26.03(b), the amounts, if any, collected by Landlord from Tenant under this Section 26.03(d) on account of the Tentative Monthly Escalation Charge shall be adjusted, and, if the amount so collected is less than or exceeds the amount actually due under said Operating Statement for the Operating Year, a reconciliation shall be made in the same manner as provided in Section 26.03(c)(ii). Any amount owing to Tenant subsequent to the term of the Lease shall be paid to Tenant within ten (10) Business Days after a final determination has been made of the amount due to Tenant.

Section 26.04 Operating Statement Binding. Right to Audit

(a) Any Operating Statement sent to Tenant shall be conclusively binding upon Tenant unless, within sixty (60) days after such Operating Statement is sent, unless Tenant shall send a notice to Landlord within said sixty (60) period objecting to such Operating Statement and specifying the respects in which such Operating Statement is disputed. At Tenant's request, Landlord shall provide Tenant with reasonable supporting information relating to the Operating Statement. If such dispute is not resolved between Landlord and Tenant within thirty (30) days thereafter, then if such notice is sent, provided Tenant shall pay to Landlord the amount shown to be due to Landlord on the disputed Operating Statement, either party may refer the decision of the issues raised to a reputable independent firm of certified public accountants selected by Landlord and reasonably acceptable to Tenant (it being understood that Landlord's books and records are confidential), and the decision of such accountants shall be conclusive and binding upon the parties. The fees and expenses involved in such decision shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the accountants shall apportion the fees and expenses between the parties based on the relative degree of success of each party.)

Section 26.05 Minimum Payment.

Anything in this Article 26 to the contrary notwithstanding, under no circumstances shall the Tax Payment for any Tax Year or Tenant's Operating Payment for any Operating Year be less than zero, nor shall the Rental payable under this Lease be less than the Fixed Rent set forth in this Lease.

Section 26.06 Survival.

The expiration or termination of this Lease during any Operating Year or any Tax Year shall not affect the rights or obligations of the parties hereto respecting payments of Tenant's Operating Payment or the Tax Payment and any Operating Statement or Tax Statement may be sent to Tenant subsequent to, and all such rights and obligations shall survive, any such expiration or termination. In determining the amount of Tenant's Operating Payment or the Tax Payment for the Operating Year or Tax Year in which the Term shall expire, the payment of Tenant's Operating Payment or the Tax Payment for such Operating Year or Tax Year shall be prorated based on the number of days of the Term which fall within such Operating Year or Tax Year. Any payments due under such Operating Statement or Tax Statement shall be payable within ten (10) Business Days after such statement is sent to Tenant.

ARTICLE 27. PARTNERSHIP TENANT

Section 27.01 If Tenant is or will be a partnership (or is comprised of two (2) or more persons, individually or as co-partners of a partnership) or if Tenant's interest in this Lease shall be validly assigned to a partnership or to two (2) or more persons, individually or as co-partners of a partnership (any such partnership and such persons are referred to in this paragraph as "**Partnership Tenant**"), the following provisions shall apply to each Partnership Tenant: (i) the liability of each of the parties comprising Partnership Tenant shall be joint and several, and (ii)

each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any modifications of this Lease which may hereafter be made and by any notices, demands, requests or other communications which may hereafter be given by Partnership Tenant or any of the parties comprising Partnership Tenant, and (iii) any bills, statements, notices, demands, requests or other communications given or rendered to Partnership Tenant or to any of the parties comprising Partnership Tenant shall be deemed given or rendered to Partnership Tenant and to all such parties and shall be binding upon Partnership Tenant and all such parties, and (iv) if partnership Tenant shall admit new partners, all of such new partners shall, by their admission to Partnership Tenant, be deemed to have assumed performance of all of the terms, covenants and conditions of this Lease on Tenant's part or be observed and performed, and (v) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new partners, and upon demand of Landlord, shall cause each such new partner to execute and deliver to Landlord an agreement in form satisfactory to Landlord, wherein each new partner shall assume performance of all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new partner to execute and deliver any such agreement to Landlord shall vitiate any of the provisions of this Article).

ARTICLE 28. BILLS AND NOTICES

Section 28.01 Bills and Notices.

Except as otherwise expressly provided in this Lease, any bills, statements, consents, demands, requests or other communications given or required to be given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (against an affidavit of delivery) or delivered by a nationally recognized overnight courier (against a receipt of delivery) or delivered through registered or certified mail (return receipt requested) addressed:

If to Landlord to: 86 Main St Yonkers AMS LLC
1 Bridge Plaza North, Suite 840,
Fort Lee, NJ 07024

with a copy to: Rothman Law PLLC
555 Madison Avenue, 23rd Floor
New York, New York 10022
Attn: Daniel Rothman, Esq.

If to Tenant to: Westchester County Department of Health
11 Martine Avenue
White Plains, NY 10606
Attention: Commissioner

with a copy to: Westchester County Attorney

148 Martine Avenue, 6th Floor
White Plains, NY 10601

And to: Director of Countywide Administrative Services and Real Estate
Office of the County Executive
148 Martine Avenue, 9th Floor
White Plains, NY 10601
Attention: Christopher Steers

or to such other address(es) and with such other copies as either Landlord or Tenant may reasonably designate as its new address(es) or additional address(es) for such purposes by notice given to the other in accordance with the provisions of Article 28. Any such bill, statement, consent, notice, demand, request or other communication shall be deemed to have been rendered or given (a) on the date it shall have been delivered, if delivered by hand or by reputable overnight delivery courier or (b) on the fifth (5th) day after mailing as provided above.

Section 28.02 Landlord's Agent.

Unless Landlord shall render written notice to Tenant to the contrary, the Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, the delivery of any and all notices and consents. Tenant shall be entitled to rely upon correspondence received from the Agent, as agent for Landlord. Tenant acknowledges that Agent is acting solely as agent for Landlord in connection with foregoing; and Agent and its direct and indirect partners, officers, shareholders, directors and employees shall have no liability to Tenant in connection with the performance of this Lease and Tenant waives any and all claims against any such party arising out of, or in any way connected with, this Lease or the Real Property. Each party may have counsel deliver notices to each other with the same force and effects as if given by the party represented by such counsel.

ARTICLE 29. HAZARDOUS MATERIALS

Section 29.01 Tenant's representations

Tenant and its agents, employees, invitees and contractors shall not use, handle, manufacture, store or dispose of any Hazardous Materials on, under or about the Premises (except cleaning fluids of a type customarily used by tenants occupying space comparable to the Premises and used by Tenant for purposes of cleaning and maintaining the Premises, or listed on **Schedule B** (**"Permitted Materials"**) and approved by Landlord in writing, which Permitted Materials shall be used, handled, stored and disposed of in accordance with all Requirements of Law and otherwise in a safe manner). If Landlord, in its sole but reasonable discretion, believes that the Premises have become contaminated with any Hazardous Materials used, manufactured, stored or disposed of by Tenant, Landlord, in addition to its other rights under this Lease, may enter upon the Premises and obtain samples from the Premises, for the purpose

of analyzing the same to determine whether and to what extent the Premises have become so contaminated and Tenant shall reimburse Landlord for the reasonable cost of such inspection, sampling and analysis, provided that such contamination is determined to exist as a result of the negligent acts or omissions of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also reimburse Landlord for the reasonable costs of such inspection, sampling and analysis conducted in other portions of the Building if Hazardous Materials are present therein due to the negligent acts or omissions of Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. If Landlord determines, in its sole but reasonable discretion, that the Premises or the Building are so contaminated, then, upon Landlord's request, Tenant shall, at its sole cost and expense, immediately remove such Hazardous Materials in compliance with all Requirements of Law and to the reasonable satisfaction of Landlord. Notwithstanding the preceding sentence, in the event Tenant does not commence action to remove such Hazardous Materials, Landlord shall have the right to remove any such Hazardous Materials, upon not less than twenty-four (24) hours prior notice to Tenant (provided that no notice shall be necessary in the event of an emergency), and the costs thereof, provided such costs represent actual costs and expenses, shall be deemed Additional Rent. Tenant shall, within fifteen (15) Business Days after demand is made therefor, together with supporting documentation, reimburse Landlord for such costs, together with interest thereon at the Applicable Rate from the date following such fifteen (15) Business Days period until the date of payment by Tenant.

Section 29.02 Landlord's representations

Landlord will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any Hazardous Materials or conditions or concerns as may now or at any time hereafter be in effect at the Building and/or the Property affecting the Premises or access thereto, unless such Hazardous Materials or conditions or concerns are caused by the specific activities or negligence of Tenant, Tenant's employees, contractors or agents in the Premises or elsewhere at the Property. To the extent such Hazardous Materials exist in violation of environmental laws, Landlord, shall, at its sole cost and expense, take all reasonable action necessary to test, identify and monitor any such Hazardous Material or environmental or industrial hygiene conditions or concerns and to remove and/or dispose of such Hazardous Material or other environmental or industrial hygiene conditions or concerns from the Property and dispose of the same and restore the Property to the condition existing prior to such any environmental or industrial hygiene conditions or concerns, and/or to remedy any Requirement of Law, all in accordance with applicable federal, state and local statutes, laws, codes, rules, regulations or orders. This provision shall survive the termination of this Lease.

ARTICLE 30. BROKERS

Section 30.01 Tenant represents that it has dealt with no broker in connection with this transaction other than: RM Friedland and Rand Commercial (the "**Broker**") and Landlord will pay Broker a commission pursuant to the terms of a separate agreement (the "**Broker Fee**"). Tenant hereby indemnifies and agrees to hold Landlord harmless from any claim for brokerage commission made by any party other than the Broker claiming to act for or on behalf of Tenant in this transaction. Landlord shall have no liability to any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE 31. ADJACENT EXCAVATION-SHORING

Section 31.01 If an excavation shall be made upon land adjacent to the Premises or shall be authorized to be made Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the Building of which Premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord or diminution or abatement of rent.

ARTICLE 32. RENT CONTROL

Section 32.01 If at the commencement of, or at any time or times during the Term, the Rental reserved in this Lease shall not be fully collectible by reason of any Requirements of Law, Landlord may at its option: (i) require Tenant to enter into such agreements and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which may from time to time during the continuance of such legal rent restriction be legally permissible (and not in excess of the amounts reserved therefor under this Lease); or (ii) terminate this Lease by not less than sixty (60) days' written notice to Tenant on a date set forth in said notice, in which event this Lease and the term hereof shall terminate and come to an end on the date fixed in said notice as if the said date were the date originally fixed herein for the termination of the demised term. Landlord shall not have the right to so terminate this Lease if Tenant within such period of sixty (60) days shall in writing lawfully agree that the rental herein reserved is a reasonable rental and agree to continue to pay said rental, and if such agreement by Tenant shall then be legally enforceable by Landlord.

Section 32.02 Upon the termination of such legal rent restriction prior to the expiration of the Term, (a) the Rental shall become and thereafter be payable hereunder in accordance with the amounts reserved in this Lease for the periods following such termination and (b) Tenant shall pay to Landlord, if legally permissible, an amount equal to (i) the items of Rental which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the rents paid by Tenant to Landlord during the period or periods such legal rent restriction was in effect.

ARTICLE 33. NON-LIABILITY; HOLD HARMLESS AND INDEMNITY

Section 33.01 Tenant shall indemnify and hold Landlord and all other Indemnities harmless and any fee owner and any Mortgagee and Headlessor under any Superior Lease (disclosed or undisclosed), and their respective contractors, agents and employees, licensees, and invitees, from and against any and all liability statutory or otherwise, any and all loss, claims, suits, demand, damages, judgments, costs, interest and expenses (including, but not limited to, counsel fees and disbursements incurred in the defense of any action or proceeding), to which they may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons (including, without limitation, Landlord, its agents, contractors, employees, licensees and invitees) or damage to property (including any loss of use thereof) directly arising out of (i) Tenant's use or occupancy of the Premises or any person claiming under Tenant, the common facilities of the Building (or any portion thereof), or the conduct of Tenant's practice and/or business, or (ii) any activity, work or other thing done, permitted or suffered by Tenant in or about the Building or the Premises, or any part thereof, or (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease not cured within any grace or cure period or (iv) any negligent acts or omissions of Tenant, or any officer, agent, employee, contractor, servant, licensee, invitee or guest of Tenant in or about the Premises or the Real Property, either prior to, during or after the expiration of, the term, but in each case only to the extent of the negligence of Tenant, and in each case from and against any and all actual damages, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable expert witness fees and reasonable attorneys' fees) arising in connection with any such claim or claims as described in clauses (i) through (iv) above, or any action or proceeding brought thereon, provided, however, that Landlord waives, to the full extent permitted by law, any claim for consequential damages in connection therewith and specifically with respect to any property damage claims, Tenant and Tenant's officers, agents, employees, contractors, servants, licensees, invitees or guests shall not be liable, to the extent of Landlord's property insurance coverage for any such loss or damage to any property.

Section 33.02 Tenant shall pay to Landlord as Additional Rent, within thirty (30) days following the rendition by Landlord to Tenant of bills or statements thereof, sums equal to all losses, costs, liabilities, claims, damages, fines, penalties and expenses referred to in Section 33.01 above.

Section 33.03 Landlord shall not be liable for any damage, or loss to property entrusted to Landlord's employees or agents, nor for loss or damage to any property by theft or otherwise, nor for any injury to or death of or damage or loss to persons or property resulting from any accident, casualty or condition occurring in or about the Building or the Premises, or any part thereof, or any equipment, appliances or fixtures therein, or from any other cause whatsoever, unless caused solely by the negligence or willful misconduct of Landlord, and then only to the extent of such negligence, it being understood that no property, other than such as might normally be brought upon or kept in the Premises as incidental to the reasonable use of the Premises for the purposes herein permitted will be brought upon or be kept in the Premises;

provided, however, that even if due to any such negligence of Landlord or Landlord's agents, Tenant waives, to the full extent permitted by law, any claim for consequential damages in connection therewith and Landlord and Landlord's agents shall not be liable, to the extent of Tenant's commercial insurance coverage or self-insurance hereunder, as applicable, for any loss or damage to any person or property. Landlord shall not be liable for (and Tenant hereby waives all claims against Landlord for) any damage, injury or loss to all persons and property in or on the Premises, the Common Facilities or the Building (for any part thereof) caused or occasioned by plumbing, gas, sprinkler, water, roof or other leaks; fire, unless such damage was caused due to a violation by Landlord of any applicable laws, rules or regulations or any term of this Agreement not cured within any grace or cure period; any damage arising from acts or neglect of co-tenants or other occupants of the Building, unless such co-tenants or occupants are in breach of its lease obligations and Landlord failed to require such co-tenants or other occupants of the Building to comply with same, pursuant to the terms of such agreements, or any Landlords or occupants of adjacent or contiguous property; or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be required to terminate the lease of any such non-performing or breaching tenant.

Section 33.04 Neither any (a) performance by Landlord, Tenant or others of any repairs, alterations or improvements in or to the Real Property, Building or Premises, (b) failure of Landlord or others to make any such repairs or improvements, (c) damage to the Building, Premises or Tenant's property in the Premises, (d) any injury to any persons, caused by other Tenants or persons in the Building, or by operations in the construction of any private, public or quasi-public work, or by any other cause, (e) latent defect in the Building or Premises, nor (f) inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business by reason of any of the events or occurrences referred to in the foregoing subdivisions (a) through (f) shall impose any liability on Landlord or Landlord's agent to Tenant, other than such liability as may be required or imposed upon Landlord by law for Landlord's negligence of Landlord's agents in the operation or maintenance of the Building or for the breach by Landlord of any express or implied covenant of this Lease on Landlord's part to be performed or observed. No representation, guaranty or warranty is made or assurance given that any communications or security systems, devices or procedures of the Building, if any, will be effective to prevent injury to Tenant or any other person or damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person, and Landlord reserves the right to discontinue or modify at any time such communications or security systems or procedures at its sole discretion, without liability to Tenant, provided Landlord provides advance notice to Tenant of its intent to discontinue or modify such communications or security systems and works diligently to repair, replace or install existing or new communications or security systems and Tenant shall cooperate with Landlord in connection therewith. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be responsible for any loss or damage to Tenant's property or property kept on the Premises, including but not limited to valuable items such as cash, unless such loss or damage result from the negligent acts or omissions of Landlord, its employees, contractors or agents.

Section 33.05 Landlord hereby agrees to indemnify and hold Tenant and Tenant's agents and employees harmless from any and all claims, damages, liabilities or expenses (including reasonable attorneys' fees) arising out of any negligence or willful misconduct of Landlord, its agents or employees in the Common Areas, the Building or the Premises.

Section 33.06 If Landlord or a successor in interest is an individual (which term as used herein includes aggregates of individuals, such as joint ventures, general or limited partnerships or associations), such individual shall be under no personal liability with respect to any of the provisions of this Lease. Notwithstanding anything to the contrary contained herein, Tenant shall look only to Landlord's estate in the Premises (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its agents, directors, officers, shareholder, partners or principals (disclosed or undisclosed) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law or Tenant's use or occupancy of the Premises or any other liability of Landlord to Tenant.

Section 33.07 In the event of any sale of the Building or any part thereof which includes the Premises, Landlord shall be relieved of all liability under any and all of its covenants and obligations hereunder provided such purchaser or successor in interest shall have assumed and agreed in writing to carry out each and every of the covenants and obligations of Landlord under this Lease, in which event Tenant will look solely to Landlord's successor in interest in and to this Lease. Landlord, upon notice to Tenant of any such sale, may transfer any security deposit to its successors in interest and Landlord will thereupon be discharged from further liability in reference thereto.

Section 33.08 The non-defaulting party hereby waives, to the full extent permitted by law, any claim for loss of profits, lost business opportunities, indirect, incidental, consequential, special or punitive damages, except if any such loss or damage was caused by the gross negligence, intentional misconduct or fraud of the defaulting party.

Section 33.09 The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 34. ADVERTISING AND SIGNS

Section 34.01 Tenant shall not install in the Premises or on or in any portion of the Building any exterior or interior signs, awnings, projections, advertisements, notices, nameplates or lettering (including any changes thereto) and only those window blinds provided to the Premises by Landlord shall be visible from the exterior of the Building without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. All permitted signs shall conform with applicable municipal ordinances and regulations. Landlord shall determine

the appearance of all Buildings directories and signs. Notwithstanding the foregoing, Landlord shall allow Tenant to place signage in the Building lobby, similar to the other tenants in the Building. Landlord shall be responsible for the cost of such Building lobby interior signage. In addition, Landlord shall permit Tenant to have exterior signage on a blade attached to the Building or on the façade, subject to Landlord's approval of a mutually agreed upon design plan not to be unreasonably withheld. Tenant agrees to remove immediately after demand by Landlord, and as often as such demand shall be made, any such sign, display, or other material to which Landlord shall object, and further agrees to discontinue immediately after demand by Landlord, and as often as such demand shall be made, the exhibition or advertisement in or with respect to the Premises or any part thereof, of any article or material, or the manner of exhibition or advertisement of same to which Landlord shall reasonably object. Tenant acknowledges that Landlord's damages resulting from any breach of the provisions of this Article 34 are difficult, if not impossible, to ascertain and concedes that, among other remedies for such breach permitted by law or the provisions of this Lease, Landlord shall be entitled to enjoin Tenant from any violation of said provisions.

ARTICLE 35. PROPERTY OF TENANT

Section 35.01 Fixtures.

All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall be deemed the property of Landlord and shall not be removed by Tenant, unless Tenant is directed in writing by Landlord to remove such property or except as hereinafter in this Article expressly provided.

Section 35.02 Tenant's Property.

All paneling, movable partitions, lighting fixtures, special cabinet work, other business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant, without expense to Landlord, and can be removed without permanent structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises, (all of which are sometimes referred to as **"Tenant's Property"**) shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant or any party or person entitled to remove same shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from such removal. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant or which has replaced such items originally provided by Landlord at Landlord's expense shall not be deemed to have been installed by or for the account of Tenant, without expense to Landlord, and shall not be considered Tenant's Property.

Section 35.03 Removal of Tenant's Property.

At or before the Fixed Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant at its expense, shall remove from the Premises all of Tenant's Property except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of Landlord, and shall fully repair any damage to the Premises or the Building resulting from such removal. Notwithstanding the foregoing to the contrary, Tenant shall not be required to restore the Premises or remove any cabling or wiring upon expiration of this Lease. Tenant's obligation herein shall survive the termination of the Lease.

Section 35.04 Abandonment of Property.

Any other items of Tenant's Property (except money, securities and other like valuables) which shall remain in the Premises after the Fixed Expiration Date or after a period of fifteen (15) days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as its property or may be disposed of, without accountability, at Tenant's expense in such manner as Landlord may see fit.

Section 35.05 Limitations of Property.

No property, other than such as might normally be brought upon or kept in the Premises as an incident or ancillary to the reasonable use of the Premises for the purpose herein permitted, will be brought upon or be kept in the Premises.

ARTICLE 36. INTERPRETATION; GOVERNING LAW

Section 36.01 If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 36.02 This Lease shall be governed by and construed in accordance with the laws of the State of New York. Except as expressly provided to the contrary in this Lease, the parties agree that all disputes arising out of or relating to this Lease shall be adjudicated in the State Courts for the State of New York in Westchester County or in the Federal Courts for the Southern District of New York. This Lease shall be construed without regard to any presumption or other role requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on either party's part to be performed, shall be deemed and construed as a separate and independent covenant of such party, not dependent on any other provision of this Lease.

Section 36.03 Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or unreasonably delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment.

Section 36.04 The obligations of this Lease shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Article 12 shall operate to vest any rights in any successor or assignee of Tenant, unless such assignee assumed in writing all obligations of Tenant, and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 16. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building as owner or lessee thereof provided in the event of such transfer said obligations shall have been assumed in writing by such transferee and thereafter be binding upon each transferee of the interest of Landlord herein named as such or lessee of the Building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

Section 36.05 Tenant shall look only to such Landlord's estate and property in the Building (or the proceeds thereof) and, where expressly so provided in this Lease, to offset against the rents payable under this Lease, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord or any partner, member, officer or director thereof, disclosed or undisclosed shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

Section 36.06 If, at any time, (i) Tenant shall comprise two (2) or more persons, or (ii) Tenant's obligations under this Lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease shall have been assigned, the word "Tenant", as used in Section 16.01(e), shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any moneys received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in Section 16.01(e) shall be deemed paid as compensation for the use and occupation of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rental or a waiver on the part of Landlord of any rights under Section 16.02.

Section 36.07 Unless Landlord shall render written notice to Tenant to the contrary, the Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, the delivery of any and all notices and consents. Tenant shall be entitled to rely upon correspondence received from the Agent, as agent for Landlord. Tenant acknowledges that Agent is acting solely as agent for Landlord in connection with foregoing; and Agent and its direct and indirect partners, officers, shareholders, directors and employees shall have no liability to Tenant in connection with the performance of this Lease and Tenant waives any and all claims against any such party arising out of, or in any way connected with, this Lease or the Real Property. Each party may have counsel deliver notices to each other with the same force and effects as if given by the party represented by such counsel.

Section 36.08 The Captions are inserted only as a matter of convenience and for reference and in no way define limit or describe the scope of this Lease nor the intent of any provisions thereof.

Section 36.09 For purposes of this Lease, whenever the words "include", "includes" or "including" are used, the same shall be deemed to be followed by the words "without limitation". All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

Section 36.10 All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Landlord and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 37. ARMS LENGTH TRANSACTION

Section 37.01 The parties acknowledge that this Lease was fairly negotiated and no pressure was made upon same to execute this Lease. The parties expressly acknowledge that the terms and provisions of this Lease were agreed to by same without force or coercion.

ARTICLE 38. GENERAL PROVISIONS

Section 38.01 Lease Not Binding Until Execution and Approvals Obtained.

This Lease shall not be binding upon Landlord or Tenant or impose any rights or obligations on Landlord or Tenant unless and until Landlord and Tenant shall have executed a fully executed copy of this Lease [and such Lease has been approved by the Office of the County Attorney. In addition, the terms and conditions set forth in this Lease are subject to all necessary legal approvals, including the approval of the County' Executive Management and its Board of Legislators.]

Section 38.02 No Recordation.

This Lease shall not be recorded. The recordation of this Lease or any memorandum thereof by Tenant shall constitute a default by Tenant under this Lease. The provisions of this Section 38.02 shall survive the expiration or earlier termination of this Lease for a period of one (1) year.

Section 38.03 Only Written Consents.

All references in this Lease to the consent or approval of Landlord or Agent shall be deemed to mean the written consent or approval of Landlord, unless expressly stated otherwise in this Lease, and no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is given in advance and is set forth in a written instrument executed by Landlord or Agent.

Section 38.04 Entire Agreement; Amendments in Writing.

This Lease contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein. No agreement hereafter made shall be effective to change, modify, terminate, discharge or effect an abandonment of this Lease in whole or in part unless such agreement is in writing, refers specifically to the provisions of this Lease and is signed by the party against whom enforcement of the change, modification, termination, discharge or abandonment is sought.

Section 38.05 Severability.

If any provisions of this Lease or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

Section 38.06 No Occupancy Other Than Premises.

Tenant shall not occupy any space in the Building (by assignment, sublease or otherwise) other than the Premises, except with the prior written consent of Landlord.

Section 38.07 Zoning.

Tenant acknowledges that it has no rights to any development rights, "air rights" or comparable rights appurtenant to the Land or Building, and consents, without further consideration, to any utilization of such rights by Landlord, provide same does not materially adversely affect Tenant's stated use and enjoyment of the Premises, and agrees to promptly execute and deliver any instruments which may be requested by Landlord, including instruments

merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 38.07 shall be deemed to be and shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest."

Section 38.08 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, and subtenants.

Section 38.09 Non-Liability.

Landlord shall have no liability for any property of Tenant or any other person which is delivered to any employee or agent of Landlord for safekeeping, delivery or otherwise.

Section 38.10 Damage.

Notwithstanding anything to the contrary contained in Article 10 of this Lease, Landlord shall not be liable for any injury to the business of Tenant resulting from any damage to the Premises or the Building by fire or other casualty or the repair thereof.

Section 38.11 Modification.

If in connection with any financing, Landlord's Lender or Landlord requests a modification to this Lease, Tenant shall agree to such modification provided such modification does not increase Tenant's financial obligations or materially increase Tenant's other obligations under the Lease. Tenant agrees to execute all documents Landlord or Landlord's Lender may reasonably require, within twenty (20) days of receipt of Landlord's written request.

Section 38.12 Security Deposit.

None.

Section 38.13 Executory Agreement.

This Lease shall be deemed executory only to the extent of money appropriated and allocated by the County of Westchester for the performance of the terms hereof, and no liability under this Agreement shall be incurred by the County of Westchester beyond moneys available for the purposes s hereof. Notwithstanding the foregoing, the Tenant will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Lease may be made, including (i) making provisions for such payment to the extent necessary on each annual budget submitted for the purpose of obtaining funding, and (ii) using reasonable efforts to have such portion of the budget approved. In the event of reduction in

money so appropriated, the Tenant shall make reasonable efforts to obtain funds from other sources, if available.

ARTICLE 39. EXTENSION OPTIONS

Section 39.01 First Extension Option.

(a) Provided that, at the time of delivery of the First Extension Notice (as hereinafter defined) and on the Fixed Expiration Date, this lease shall be in full force and effect and without default of any of the obligations required to be observed or performed by Tenant hereunder, beyond any grace or cure period, Tenant shall have the option (hereinafter referred to as the "**First Extension Option**") to extend the term of this lease for a term (hereinafter referred to as the "**First Extended Term**") of five (5) years, to commence on the day (hereinafter referred to as the "**First Extended Term Commencement Date**") next succeeding the Fixed Expiration Date and to expire on the fifth (5th) anniversary of the Fixed Expiration Date (hereinafter referred to as the "**First Extended Term Expiration Date**"). Tenant shall exercise the First Extension Option by sending a written notice thereof (herein referred to as the "**First Extension Notice**") to Landlord by certified mail, return receipt requested or reputable overnight courier on or before the day that shall be no earlier than eighteen (18) months prior to the Fixed Expiration Date and no later than nine (9) months preceding the Fixed Expiration Date. If Tenant shall send the First Extension Notice within the time and in the manner hereinbefore provided, this lease shall be deemed extended for the First Extended Term upon the terms, covenants and conditions hereinafter contained. If Tenant shall fail to send the First Extension Option, this lease shall cease and terminate on the Expiration Date, and Tenant shall have no further option to extend the term of this lease.

(b) The First Extended Term, if any, shall be upon, and subject to, all of the terms, covenants and conditions provided in this lease for the initial term hereof, except that Fixed Rent payable by Tenant during the First Extended Term the fair market rental value of the Premises for similar properties within the same geographic area prevailing six (6) months prior to the commencement of the First Extended Term, which shall take into account the quality of the Premises and Building relative to such other office space in the market, but in no event shall the Fixed Rent be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or less than $37.00 per square foot, subject to the same two (2%) annual escalations. Immediately after the exercise by Tenant of its option under Subsection (a) above, Landlord and Tenant shall use their best efforts to agree upon the fair market rental value of the Premises (inclusive of electricity charges), pursuant to the terms and conditions set forth above. In the event Landlord and Tenant cannot reach agreement within thirty (30) days after the date of Tenant's notice of exercise of its option, Landlord and Tenant shall confer and appoint a reputable, qualified, licensed real estate broker having an office in the county in which the Building is located and is familiar with the rentals then being charged in the Building and in comparable buildings (the "**Independent Broker**"). Upon the failure of Landlord and Tenant to

agree upon the designation of the Independent Broker, then upon ten (10) days' notice, either party may apply to any court of the state in which the Building is located which exercises primary jurisdiction over general commercial litigation to appoint the Independent Broker. Concurrently with such appointment, Landlord and Tenant shall each submit a letter to the Independent Broker, with a copy to the other, setting forth their respective estimates of the fair market rental value of the Premises, taking into consideration the duration of the First Extension Term and all other terms and conditions of this Lease which are applicable to the First Extension Term and the terms and conditions set forth above (respectively, "**Landlord's Letter**" and "**Tenant's Letter**"). The Independent Broker shall use his best efforts to determine the fair market rental value of the Premises during the First Extension Term and shall choose the fair market rental value set forth in either Landlord's Letter or Tenant's Letter to be the Fixed Rent during the First Extension Term, but in no event shall the Fixed Rent during the First Extension Term be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or be less than $37.00 per square foot, but subject to the same two (2%) annual escalations. The fees and expenses of the Independent Broker and all costs incurred in connection with the appointment of the Independent Broker shall be shared equally by Landlord and Tenant.

(c) In the event the First Extension Term shall commence prior to a determination of the Fixed Rent during the First Extension Term having been made in accordance with Subsection (b) above, then the Fixed Rent to be paid by Tenant to Landlord until such determination has been made shall be the fair market rental value as set forth in Landlord's Letter plus any other Additional Rent. After such determination has been made for the Fixed Rent during the First Extension Term, any excess rental for the First Extension Term theretofore paid by Tenant to Landlord shall be credited by Landlord against the next ensuing monthly Fixed Rent payable by Tenant to Landlord and any deficiency in Fixed Rent due from Tenant to Landlord during the First Extension Term shall be immediately paid.

(d) If, in accordance with and subject to, all of the terms, covenants and conditions contained in this Article 39, the term of this lease is extended for the First Extended Term, then "Fixed Expiration Date", as such term is used in this lease, shall mean the "First Extended Term Expiration Date", and "term of this lease" (and comparable words), shall mean the initial term of this lease, as extended by the First Extended Term.

(e) Time is of the essence as to the Tenant with respect to the notice and other provisions set forth in this Article.

Section 39.02 Second Extension Option.

(a) Provided that, at the time of delivery of the Second Extension Notice (as hereinafter defined) and on the First Extended Term Expiration Date, this lease shall be in full force and effect and without default of any of the obligations required to be observed or performed by Tenant hereunder, beyond any applicable cure or grace period, Tenant shall have the option (hereinafter referred to as the "**Second Extension Option**") to extend the term of this lease for a term

(hereinafter referred to as the "**Second Extended Term**") of five (5) years, to commence on the day (hereinafter referred to as the "**Second Extended Term Commencement Date**") next succeeding the First Extended Term Expiration Date and to expire on the fifth (5th) anniversary of the First Extended Term Expiration Date (hereinafter referred to as the "**Second Extended Term Expiration Date**"). Tenant shall exercise the Second Extension Option by sending a written notice thereof (herein referred to as the "**Second Extension Notice**") to Landlord by certified mail, return receipt requested or reputable overnight courier on or before the day that shall be no earlier than eighteen (18) months prior to the First Extended Term Expiration Date and no later than nine (9) months preceding the First Extended Term Expiration Date. If Tenant shall send the Second Extension Notice within the time and in the manner hereinbefore provided, this lease shall be deemed extended for the Second Extended Term upon the terms, covenants and conditions hereinafter contained. If Tenant shall fail to send the Second Extension Option, this lease shall cease and terminate on the First Extended Term Expiration Date, and Tenant shall have no further option to extend the term of this lease.

(b) The Second Extended Term, if any, shall be upon, and subject to, all of the terms, covenants and conditions provided in this lease for the initial term hereof, except that Fixed Rent payable by Tenant during the Second Extended Term shall be the fair market rental value of the Premises for similar properties within the same geographic area prevailing six (6) months prior to the commencement of the First Extended Term, which shall take into account the quality of the Premises and Building relative to such other office space in the market, but in no event shall the Fixed Rent be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or less than $41.00 per square foot subject to the same two (2%) annual escalations. Immediately after the exercise by Tenant of its option under Subsection (a) above, Landlord and Tenant shall use their best efforts to agree upon the fair market rental value of the Premises (inclusive of electricity charges), pursuant to the terms and conditions set forth above. In the event Landlord and Tenant cannot reach agreement within thirty (30) days after the date of Tenant's notice of exercise of its option, Landlord and Tenant shall confer and appoint a reputable, qualified, licensed real estate broker having an office in the county in which the Building is located and is familiar with the rentals then being charged in the Building and in comparable buildings (the "**Independent Broker**"). Upon the failure of Landlord and Tenant to agree upon the designation of the Independent Broker, then upon ten (10) days' notice, either party may apply to any court of the state in which the Building is located which exercises primary jurisdiction over general commercial litigation to appoint the Independent Broker. Concurrently with such appointment, Landlord and Tenant shall each submit a letter to the Independent Broker, with a copy to the other, setting forth their respective estimates of the fair market rental value of the Premises, taking into consideration the duration of the Second Extension Term and all other terms and conditions of this Lease which are applicable to the Second Extension Term and the terms and conditions set forth above (respectively, "**Landlord's Letter**" and "**Tenant's Letter**"). The Independent Broker shall use his best efforts to determine the fair market rental value of the Premises during the Second Extension Term and shall choose the fair market rental value set forth in either Landlord's Letter or Tenant's Letter to be the Fixed Rent during the Second Extension Term, but in no event shall the Fixed Rent during the Second Extension Term be less than $41.00 per square foot but subject to annual escalations. The fees

and expenses of the Independent Broker and all costs incurred in connection with the appointment of the Independent Broker shall be shared equally by Landlord and Tenant.

(c) In the event the Second Extension Term shall commence prior to a determination of the Fixed Rent during the Second Extension Term having been made in accordance with Subsection (b) above, then the Fixed Rent to be paid by Tenant to Landlord until such determination has been made shall be the fair market rental value as set forth in Landlord's Letter plus any other Additional Rent. After such determination has been made for the Fixed Rent during the Second Extension Term, any excess rental for the Second Extension Term theretofore paid by Tenant to Landlord shall be credited by Landlord against the next ensuing monthly Fixed Rent payable by Tenant to Landlord and any deficiency in Fixed Rent due from Tenant to Landlord during the Second Extension Term shall be immediately paid.

(d) If, in accordance with and subject to, all of the terms, covenants and conditions contained in this Article 39, the term of this lease is extended for the Second Extended Term, then "Fixed Expiration Date", as such term is used in this lease, shall mean the "Second Extended Term Expiration Date", and "term of this lease" (and comparable words), shall mean the initial term of this lease, as extended by the Second Extended Term.

(e) Time is of the essence as to the Tenant with respect to the notice and other provisions set forth in this Article. Tenant's notice to Landlord shall be irrevocable, and, in the event of such notice, Tenant shall be liable for the Fixed Rent, during the Second Extended Term. Notwithstanding anything to the contrary contained herein, if at any time this lease is terminated prior to the expiration of the initial term hereof, then, without the requirement of any of any notice, Tenant's option to extend the term as set forth herein is likewise terminated.

ARTICLE 40. EMERGENCY POWER

Section 40.01 The Landlord shall, at its own cost and expense, maintain an existing or future back-up generator(s) servicing the Building Systems in good condition and repair, in compliance with all Requirements of Law affecting the Building and the Premises.

ARTICLE 41. RIGHT OF FIRST OFFER

Section 41.01 In the event Landlord, in its sole discretion, intends to lease additional premises adjacent to Tenant's Premises to a third party, during the term of this Lease, and provided that (i) this Lease shall be in full force and effect, (ii) Tenant is not then in default under the Lease beyond any applicable grace and cure periods, (iii) Tenant shall be in occupancy of the entire Premises, and (iv) the Tenant originally named herein shall not have assigned its interest in the Lease or sublet all or any part of the Premises (except in connection with an Internal Department Transfer), Tenant then shall have a right of first offer to lease such premises on the terms and conditions at which Landlord wishes to lease said premises to a third party. Landlord shall give Tenant written notice of such intent to lease and shall indicate the terms and conditions (upon

which Landlord intends to lease said premises to an unrelated third party. Tenant thereafter shall have thirty (30) days to elect in writing to lease the contiguous premises TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL TIME PERIODS SET FORTH IN THIS SECTION 41. If Tenant does not elect to lease the adjacent premises within the 30-day period specified, then Landlord shall be free to lease the adjacent premises to such third party pursuant to the proposed terms, and Tenant shall have no further rights under this Section as if had not been included in this Lease.

Section 41.02 Under no circumstances whatsoever shall a subtenant under a sublease or any other occupant of all or any part of the Premises or any assignee of this Lease that is not pursuant to an Internal Department Transfer (as defined in Section 12 herein) or any successor to the interest of Tenant by reason of any action under the Bankruptcy Code, or by any public officer, custodian, receiver, United States Trustee, trustee or liquidator of Tenant or substantially all of Tenant's property, have any right to exercise the rights granted in this Section 41.

ARTICLE 42. PARKING

Section 42.01 Landlord shall secure the right for Tenant to use twenty-four (24) parking spaces at the adjacent Buena Vista Parking Garage (the "**Parking Spaces**"). Upon execution of this Lease and from time to time during the term of this Lease, Landlord shall request contiguous and/or reserved Parking Spaces from the Yonkers Parking Authority, but Landlord and Tenant recognize that Landlord does not own or control the Buena Vista Parking Garage and such request(s) will be subject to the discretion of the Yonkers Parking Authority. Tenant shall not use more parking spaces than such number. In connection with the use of such reserved Parking Spaces, Tenant shall have a non-exclusive right of access over the entrance(s) and exit(s) to and from the garage. The Parking Spaces shall be used only for parking of vehicles no larger than full size passenger automobiles, sports utility vehicles or pickup trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Tenant. There shall be no parking of any vehicles for longer than a forty-eight (48) hour period unless otherwise authorized by Landlord, and vehicles which have been abandoned or parked in violation of the terms hereof may be towed away at the owner's expense. Nothing contained in this Lease shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless ultimately determined to be caused by the sole negligence or willful misconduct of Landlord. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users all reasonable rules and regulations (including the designation of areas for employee parking) that Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the Parking Spaces.

Section 42.02 Tenant shall pay Landlord, for the Parking Spaces, a total aggregate monthly rent fixed at $3,120 per month ($130 per space per month) or such other monthly rental amount based upon actual parking costs incurred by the Landlord, as required by the City of Yonkers. Tenant acknowledges that said monthly charges to be paid under this Section are for the use by Tenant of the Parking Spaces referred to herein, and not for any other service. Except as otherwise expressly provided herein, Tenant's failure to make payment when due to Landlord, as the case may be, shall be considered a performance failure hereunder for which Landlord shall have, after the expiration of applicable notice and cure periods, all its rights and remedies under this Lease. Tenant upon not less than thirty (30) days written notice to Landlord, may elect from time to time during the Term hereof to decrease the number of Parking Spaces set forth in Section 42 to be used in accordance with the terms hereof, in which case the monthly parking rent shall be adjusted downward for each Parking Space that is surrendered.

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IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD:

86 MAIN ST YONKERS AMS LLC

By: _____
Name:
Title:

TENANT:

THE COUNTY OF WESTCHESTER

By :_____
Name:
Title: Commissioner, Department of Health

Authorized by the Board of Legislators of the County of Westchester on the ___ day of _____, 202__, by Act No. 202__ - _____.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 202__.

Approved:

_____
Sr. Assistant County Attorney
The County of Westchester

APPENDIX TO LEASE

DEFINITIONS

The following terms shall have the meaning set forth below:

"**Additional Rent**" shall mean any and all sums of any kind or nature whatsoever due, owing or payable to Landlord pursuant to the terms and conditions of this Lease, other than Fixed Rent and including, without limitation Escalation Rent.

"**Affiliate**" with respect to a person or entity shall mean any person, firm or entity that, directly or indirectly, controls, is controlled by or is under common control with such person or entity. The term "**control**" shall mean the ownership, directly or indirectly, of fifty (50%) percent or more of the beneficial interests in a firm or entity.

"**Agent**" shall mean the managing agent for the Building.

"**Alterations**" shall mean any alterations, installations, replacements, improvements, additions and other physical changes in or about the Premises (whether structural, non-structural or otherwise) and shall not include Decorative Alterations.

"**Alternate Service Provider**" shall have the meaning set forth in Section 13.04.

"**Applicable Rate**" shall mean the lessor of (x) three (3) percentage points per annum above the then current Base Rate or (y) the maximum rate permitted by applicable law.

"**Assessed Valuation**" shall have the meaning set forth in Section 26.01.

"**Assignment Profit**" shall have the meaning set forth in Section 12.08.

"**Bankruptcy Code**" shall mean 11 U.S.C. Section 101 et seq., including any amendment thereto and any successor statute thereto or any statute of similar nature and purpose.

"**Base Operating Year**" shall have the meaning set forth in Section 26.01.

"**Base Taxes**" shall have the meaning set forth in Section 2.01.

"**Base Rate**" shall mean the rate of interest publicly announced from time to time by The Wall Street Journal, or its successor, as the prime rate (or such other term as may be used, from time to time, for the rate presently referred to as the prime rate). In the event that the "prime rate" (or other term used for the rate currently called the "prime rate") shall cease to be published by The Wall Street Journal, then Landlord shall designate another nationally recognized publication that publishes the "prime rate" or, if no such other nationally recognized publication publishes the "prime rate," Landlord will designate a comparable reference rate hereunder.

"**Basic Construction of the Building**" shall mean the demising walls, structural slabs constituting the core floors and ceilings, structural columns, exterior walls and Building Systems to the extent necessary to be delivered to the Premises, or to such other more remote location where the point of connection of the Independent Systems to the Building Systems is located or is to be located pursuant to the terms hereof (and in all event shall exclude the distribution of any such Building Systems within the Premises).

"**Broker**" shall have the meaning set forth in Article 30.

"**Building**" shall mean all buildings, equipment and other improvements and appurtenances of every kind and description now located or hereafter erected, constructed or placed upon the land (and any and all alterations, renewals, and replacements thereof, additions thereto and substitutions therefor), known by the address of 86 Main Street, Yonkers, New York.

"**Building Systems**" shall mean the mechanical (including, without limitation, heating, ventilation and air conditioning), electrical, elevator, plumbing (including water and waste lines), life safety, steam and other service systems of the Building serving space in the Building generally (whether inside or outside the Premises) exclusive of the Independent Systems.

"**Business Days**" shall mean all days, excluding Saturdays, Sundays and all days observed by either the State of New York or the Federal Government or by the labor unions servicing the Building as legal holidays.

"**Commencement Date**" shall have the meaning set forth in Section 1.02.

"**Construction Procedures**" shall mean the construction procedures, rules and regulations established by Landlord with respect to work in the Building, which procedures, rules and regulations shall be enforced on a non-discriminatory basis to all tenants in the Building, and such other further procedures, rules and regulations as Landlord or Landlord's agents may from time to time adopt.

"**Current Operating Year**" shall have the meaning set forth in Section 26.03.

"**Decorative Alterations**" shall mean non-structural Alterations which do not affect the Building Systems or Independent Systems, are solely within the Premises and are of a purely decorative nature, such as painting, carpeting and wall papering.

"**Deficiency**" shall have the meaning set forth in Section 17.02.

"**Discount Rate**" shall mean the rate of interest equal to 2% below the Base Rate.

"Effective Date" shall mean the date the Lease is signed by both parties and approved by the Office of the County Attorney.

"**Electricity Additional Rent**" shall have the meaning set forth in Section 13.01.

"**Escalation Rent**" shall mean the Tax Payment and Tenant's Operating Payment, collectively.

"**Event of Default**" shall have the meaning set forth in Section 16.01.

"**Expiration Date**" shall mean the Fixed Expiration Date or such earlier or later date on which the Term shall sooner or later end pursuant to any of the terms, conditions or covenants of this Lease or pursuant to law.

"**Fixed Expiration Date**" shall have the meaning set forth in Section 1.02.

"**Fixed Rent**" shall have the meaning set forth in Section 1.03.

"**Governmental Authority (Authorities)**" shall mean the United States of America, the State of New York, the City of Yonkers, any political subdivision thereof and any court, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Real Property or any portion thereof.

"**Hazardous Materials**" shall mean, collectively, any pollutant, contaminant, flammable, explosive, radioactive material, hazardous waste, toxic substance or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any Requirement of Law or the removal of which is required, or the manufacture, use, maintenance, storage, ownership or handling of which is restricted, prohibited, regulated or penalized by any Requirement of Law, and shall include, without limitation:

(i) those substances included within the definition of "hazardous substances," "extremely hazardous," "hazardous materials," "hazardous waste," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. Sections 11001-11050, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and in the regulations adopted and promulgated pursuant to said laws, and any successor statutes or regulations hereto;

(ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and any amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and any amendments thereto);

(iii) such other substances, materials and wastes which are regulated as to the

manner of use, storage or disposal under any Requirement, or which are classified as hazardous or toxic under any Requirement;

(iv) any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead, any asbestos or asbestos containing substance; and (v) any waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. Section 261.20-261.24, inclusive, or any "extremely hazardous" substance listed under Section 302 of the Superfund Amendment and Reauthorization Act of 1986 ("SARA") and any successor statutes or regulations thereto, that are present in excess of or equal to threshold planning or reportage quantities defined under SARA.

"**Headlessor(s)**" shall mean a lessor under a Superior Lease.

"**HVAC**" shall mean heat, ventilation and air conditioning.

"**Indemnities**" shall mean Landlord, Agent and their respective direct and indirect partners, shareholders, officers, directors, employees, agents and contractors.

"**Independent Systems**" shall mean the HVAC, mechanical, electrical, plumbing, sanitary, sprinkler, smoke purge and life safety and other service systems (or the applicable portions thereof) specifically servicing the Premises and not other portions of the Building, it being understood that any facilities and systems which exclusively service the Premises and do not service other tenants or space in the Building outside the Premises (even though connected to systems outside the Premises) shall be deemed to constitute "Independent Systems."

"**Landlord**", on the date as of which this Lease is made, shall mean 86 MAIN ST YONKERS AMS LLC, a New York limited liability company, but thereafter, "Landlord" shall mean only the then current tenant under the Superior Lease, or if there is no Superior Lease with respect to the Real Property, then the fee owner of the Real Property.

"**Landlord's Restoration Work**" shall have the meaning set forth in Section 10.01.

"**Landlord's Work**" shall have the meaning set forth in Section 3.01.

"**Mortgage(s)**" shall mean any trust indenture or mortgage which may now or hereafter affect the Real Property, the Building or any Superior Lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefore, and advances made thereunder.

"**Mortgagee**" shall mean the holder of any Mortgage on the Building.

"**Operating Expenses**" shall have the meaning set forth in Section 26.01.

"**Operating Statement**" shall have the meaning set forth in Section 26.01.

"**Operating Year**" shall have the meaning set forth in Section 26.01.

"**Partnership Tenant**" shall have the meaning set forth in Article 27.

"**Premises**" shall mean a portion of the rentable space on the Third Floor, substantially as shown hatched on the floor plan attached hereto as Schedule A and made a part hereof, as the same may be adjusted during the term of this Lease pursuant to the terms hereof. The term "Premises" shall exclude any and all portions of the rentable space demised to Tenant constituting the Basic Construction of the Building and/or Building Systems (except items not deemed to be included therein).

"**Real Property**" shall mean the Building, together with the plot of land upon which it stands.

"**Rent Commencement Date**" shall have the meaning set forth in Section 1.04.

"**Rental**" or **"Rent"** shall mean and be deemed to include all Fixed Rent and Additional Rent.

"**Requirements of Law**" shall mean an present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Real Property, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same, or requiring removal of any encroachment, or affecting the maintenance, use or occupation of the Real Property or the rights of landlords and tenants generally.

"**Rules and Regulations**" shall mean the rules and regulations annexed hereto and made a part hereof as **Schedule E**, and such other and further rules and regulations as Landlord or Landlord's agents may from time to time adopt, effective as to Tenant from and after notice is given to Tenant.

"SNDA" shall have the meaning set forth in Section 6.01.

"Substantial Completion" or "Substantially Completed" or words of similar import as it relates to all or any part of Landlord's Work and/or Landlord's Restoration Work shall be deemed to have occurred when such work has been completed, i.e. the Premises shall be completed in a manner consistent with finished medical office space in buildings similarly situated, pursuant to the terms set forth in Schedule C, except for (a) non-material items of construction, mechanical adjustment or decoration that remain to be performed (i.e., so-called "punch list" items) the

absence of which do not materially affect use or occupancy of the space, or (b) portions of such work that have not been completed because under good construction scheduling practice such work should be done after work by Tenant on any Alterations has been completed; provided, however, that in the event of a Tenant Delay, Substantial Completion shall be deemed to have occurred on the date on which Substantial Completion would have occurred but for such Tenant Delay.

"**Superior Lease(s)**" shall mean all ground or underlying leases of the Real Property, the Building or any part of the Building containing the Premises heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments and modifications thereof.

"**Tax Payment**" shall have the meaning set forth in Section 26.01.

"**Tax Payment Date**" shall have the meaning set forth in Section 26.01.

"**Tax Payment Installment**" shall have the meaning set forth in Section 26.01.

"**Tax Statement**" shall have the meaning set forth in Section 26.01.

"**Tax Year**" shall have the meaning set forth in Section 26.01.

"**Taxes**" shall have the meaning set forth in Section 26.01.

"**Tenant**" on the date as of which this Lease is made, shall mean WESTCHESTER COUNTY, acting by and through its DEPARTMENT OF HEALTH, with an address at 11 Martine Avenue, White Plains, New York 10601, but thereafter "Tenant" or "County of Westchester" shall mean only the tenant under this Lease at the time in question; provided, however, that the initial tenant and any subsequent tenant hereunder shall not be released from liability hereunder in the event of any assignment or further assignment of this Lease, unless such assignee assumes in writing all obligations of Tenant under this Lease. After Tenant occupies the Premises, Tenant's address shall be deemed to be the Premises.

"**Tenant Delay**" shall mean any delay in the performance of Landlord's Work and/or Landlord's Restoration Work occurring by reason of: (a) any action or omission, outside of ordinary, prudent business conduct of Tenant, its agents, employees, invitees, licenses, contractors or subcontractors; (b) any written direction by Tenant that Landlord suspend or slow down the progress of such work or any part thereof; or (c) any displacement (resulting from any of the foregoing) of any portion of such work from its place in the construction schedule and the rescheduling of such work (due regard being given to the need to minimize disturbance to other tenants and occupants of the Building).

"**Tenant's Operating Payment**" shall have the meaning set forth in Section 26.01.

"**Tenant's Operating Share**" shall have the meaning set forth in Section 26.01

"**Tenant's Property**" shall have the meaning set forth in Section 35.

"**Tenant's Restoration Work**" shall have the meaning set forth in Section 10.02

"**Tenant's Tax Share**" shall have the meaning set forth in Section 26.01.

"**Tentative Monthly Escalation Charge**" shall have the meaning set forth in Section 26.01.

"**Tentative Monthly Tax Charge**" shall have the meaning set forth in Section 26.01.

"**Term**" shall mean the term of this Lease, which shall commence on the Commencement Date and shall expire on the Expiration Date.

"**Unavoidable Delays**" shall have the meaning set forth in Article 25.

SCHEDULE "A"

PREMISES

SCHEDULE "B"

PERMITTED MATERIALS

SCHEDULE "C"

LANDLORD'S WORK

In addition to the mutual covenants contained in the Agreement, of which this Schedule C is a part, Landlord and Tenant further mutually agree as follows:

I - PLANS AND SPECIFICATIONS FOR THE PREMISES

(a) Tenant agrees to cooperate with Landlord's architect or space planner and to meet with such architect or space planner within ten (10) days from the date hereof to provide criteria for the preparation of a space plan. Landlord's architect or space planner shall prepare (at Landlord's expense) adequate space plans and specifications for the Premises (hereinafter sometimes called "**Construction Plans**"), which shall include, but not be limited to, architectural, mechanical, electrical and plumbing drawings for Landlord Standard Work as described in Paragraph II hereof, which drawings shall, among other things, indicate locations of doors, partitioning, electrical and lighting fixtures, outlets and switches, telephone outlets, plumbing fixtures and other equipment and Landlord Non-Standard Work (as hereinafter defined), all in compliance with Article 28 of the New York State Public Health Law rules and regulations for Diagnostic and Treatment Centers (D&TCs). Tenant agrees to respond to plans submitted to Tenant (including the final Construction Plans) within ten (10) business days of receipt. Tenant shall either approve plans as submitted or note corrections to be made. If no response is received from Tenant within the ten (10) business days, then plans shall be deemed approved as submitted.

(b) Should Tenant require work (hereinafter referred to as "**Landlord Non-Standard Work**") different from or in addition to Landlord Standard Work (as described in Paragraph II hereof), then in such event, any architectural, mechanical, electrical and structural engineering drawings, plans and specifications required as a result of such Landlord Non-Standard Work shall be prepared by Landlord's architect or space planner solely at Tenant's expense. Tenant shall provide all information relating to such Landlord Non-Standard Work to Landlord's architect or space-planner at the same time Tenant provides Landlord's architect or space planner with Tenant's space criteria and/or requirements. All such plans and specifications referred to in this subparagraph (b) are subject to Landlord's prior written approval.

(c) Prior to the date Tenant approves (or is deemed to have approved) the Construction Plans, Landlord's designated space planner shall determine which of Tenant's requirements constitute Landlord Non-Standard Work and shall identify said Landlord Non-Standard Work to Tenant.

II - LANDLORD'S STANDARD WORK, AT LANDLORD'S COST

(a) Landlord agrees, solely at its expense, to furnish and install the following Landlord Standard Work ("**Landlord Standard Work**"), which shall be limited to the quantities specified below, and in accordance with the Construction Plans annexed hereto:

Ceiling—2 x 4 grid with second look tegular ceiling tiles (Armstrong Cirrus #513 or equal). All room partitions go through the ceiling grid to 12" above for sound control.

Walls—Painted with 2 coats eggshell finish latex paint over one coat latex primer. Maximum of 3 colors in each suite. Paint to be Benjamin Moore or Sherwin Williams. Walls to include one layer of 5/8" gypsum board each side with 3" sound batt insulation in the stud spaces.

Door Frames—Painted with 2 coats semi-gloss latex paint over one coat latex primer. Color to match adjacent wall color.

Wood Doors—Solid core wood doors with oak or birch veneer, stained or clear finish polyurethane—3 coats with steel wool rub between coats and after last coat.

Base—4" vinyl base with color selected from standard color range—Johnsonite or equal. 4" ceramic tile or porcelain base with Schluter top cap at toilet rooms (3).

Flooring—At Clinic side, LVT plank flooring with material allowance of $2.75/ sf throughout except as noted otherwise. At WIC offices 24" x 24" commercial carpet tiles with material allowance of $27.00/ sy throughout except as noted otherwise. At toilet rooms, large format (min 2' x 2') ceramic or porcelain tiles thinset over waterproof membrane. At Staff Pantry/ Locker area, LVT as noted above.

Countertops/ Millwork

- Reception desks (both sides)—high transaction counter (14" deep) shall be solid surface material 3 cm thickness. Corian Quartz, Silestone or equal. Work counters shall be 25" deep plastic laminate faced units. Plastic Laminate shall be Formica or equal. Backsplash at walls shall be 4" high plastic laminate faced to match counter finish.

- Staff Pantry—Countertop shall be solid surface material as noted above-- +/- 8—0" long by 25" deep. Base and overhead cabinets shall be plastic laminate faced on all exposed faces with melamine interiors. Plastic laminate shall be Formica or equal. Backsplash shall be plastic laminate faced, full height between base and overhead cabinets for full width of counter. Plastic laminate shall be Formica or equal.

- Exam Rooms—Countertop, base and overhead cabinets shall be +/- 4'-0" long units with 4" high backsplash. All exposed exterior faces of base and overhead

cabinets as well as backsplash shall be finished with plastic laminate. Interior of cabinets shall be melamine faced. Plastic laminate shall be Formica or equal.

- Lab, Vaccine and Pharmacy—Countertop, base and overhead cabinets shall be in lengths TBD. Backsplash shall be full height of space between base and overhead cabinets. All exposed exterior faces of base and overhead cabinets as well as backsplash shall be plastic laminate faced. Cabinet interiors shall be melamine faced. Plastic laminate shall be Formica or equal.

- Nurses Station—25" deep plastic laminate faced counter tops with 4" high plastic laminate faced backsplash and vertical support panels based on +/- 4'-0" work surface spacing per person. At full height rear wall include +/- 16' of plastic laminate faced overhead cabinets and make back splash full height from counter to underside of overhead cabinets. Plastic laminate to be Formica or equal.

Plumbing Fixtures—Toilets (3) shall be white, floor-mounted tank type units at with open front seat at barrier free accessible height. Lavatories at toilet rooms and Lactation Room shall be white, wall hung lavatories (American Standard Declyn or equal) with single lever faucet. Exam room and Vaccine room sinks shall be +/- 18" x 18" stainless steel sinks, deck mounted with single lever pull-out type faucet. Pharmacy and Lab sinks shall be 25" x 22" stainless steel sinks, deck mounted with single lever pull-out type faucet. Sink at Staff room shall be 22" x 22" undermount stainless steel sink with deck mounted pull-out faucet. All stainless steel sinks shall be Elkay or equal.

Lighting shall be 2' x 4' or 2' x 2' flat panel lay-in type LED fixtures with occupant sensor switching per code. Lighting temperature shall be 3000K or 3500K, per Tenant selection.

All other work specifications required pursuant to Article 28 of New York State Public Health Law for D&TCs.

SCHEDULE "D"

RESERVED

SCHEDULE "E"

RULES AND REGULATIONS

1. The sidewalks, driveways, entrances, passages, courts, lobbies, esplanade areas, elevators, stairways, vestibules, corridors, halls and other public portions of the Building ("**Public Areas**") shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a tenant's premises, and no tenant shall permit any of its agents, employees, contractors, licensees or invitees (collectively, "**Invitees**") to congregate or loiter in any of the Public Areas or any other part of the Building used in common by other tenants of the Building. No tenant shall invite to, or permit to visit, its premises persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and shall not be used for any other purposes by any tenant, or the Invitees of any tenant. Landlord reserves the right to reasonably control and operate, and to restrict and regulate the use of, the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it reasonably deems best for the benefit of the tenants generally, including the right to allocate certain elevators for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of a tenant's premises.

2. No awnings or other projections shall be attached to the outside walls (or inside atrium walls) or windows of the Building. No curtains, blinds, shades or screens shall be attached or hung in, or used in connection with, any window or door of a tenant's premises, without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, reasonably approved by Landlord. No tenant shall have the right to remove or change curtains, shades, blinds or other window coverings within its premises without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. In order that the Building can and will maintain a uniform appearance to those persons outside of the Building, each tenant occupying the perimeter areas of the Building shall (a) use only building standard lighting in areas where lighting is visible from the outside of the Building and (b) use only building standard blinds in window areas which are visible from the outside of the Building.

3. No sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of its premises or the Building or on corridor walls without the prior consent of Landlord. Signs on each entrance door of a tenant's premises shall conform to building standard signs. Such signs shall, at the expense of the applicable tenant, be inscribed, painted or affixed by

sign makers approved by Landlord acting reasonably. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant or tenants violating this Rule. Interior signs, elevator cab designations, if any, and lettering on doors and the Building directory shall, if and when approved by Landlord, be insc1ibed, painted or affixed for each tenant by Landlord, at the expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the Public Areas in the Building nor the HVAC vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral heating enclosures. Whenever the HVAC systems are in operation, such tenant shall cause the shades, blinds, or other window coverings to be drawn, as reasonably required because of the position of the sun.

5. No showcases or other articles or property shall be put by any tenant in front of or affixed to any part of the exterior of the Building, not placed in the Public Areas.

6. No acids, vapors or other harmful materials shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any HVAC vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and the cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the Invitees of such tenant, shall be paid by such tenant. Any cuspidors or similar containers or receptacles shall be emptied, cared for and cleaned by and at the expense of the tenant.

7. Except for permitted alterations and the making of customary office decorations in its premises in accordance with its lease, no tenant shall mark, paint, drill into or in any way deface any part of its premises or the Building. No boring, cutting or stringing of wires shall be pe1mitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner reasonably approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of its premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall he first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

8. No bicycles, vehicles, animals (except seeing eye dogs), fish or birds of any kinds shall be brought into, or kept in or about, a tenant's premises.

9. No noise, including, but not limited to, music, the playing of musical instruments, recordings, radio or television, which might reasonably be expected to disturb other tenants, shall be made or permitted by any tenant. Nothing shall be done or permitted by any tenant which would unreasonably or materially adversely impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.

10. Nothing shall be done or permitted in a tenant's premises, and nothing shall be brought into, or kept in or about a tenant's premises, which would unreasonably or materially adversely affect, impair or interfere with any of the Building Equipment or the proper and economical rendition of Landlord's Services in the Building or to a tenant's premises, or which would cause unreasonable discomfort, annoyance or inconvenience to Landlord or any other tenant, nor shall there be installed by any tenant any HVAC, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, unless Landlord is furnished with keys therefor or other means of access thereto. Duplicate keys for a tenant's premises and toilet rooms shall be procured only from Landlord and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of its lease, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks. Notwithstanding the foregoing, Tenant may install reasonable security measures, including but not limited, to a security person in the lobby of the Building, pursuant to terms mutually agreed by the parties, and a security system in the premises which uses master codes or cards instead of keys provided that Tenant shall provide Landlord with the master code or card for such system.

12. All removals, the carrying in or out of the Building and the movement from floor to floor within the Building of any safes, bulky freight, furniture or bulky packages, shall take place only during such hours, in such elevators and under such restrictions as Landlord may from time to time reasonably determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord in connection therewith. No such materials or objects shall be transported in passenger elevators without Landlord's prior written consent in each instance.

13. Landlord reserves the right to reasonably inspect all packages, objects and matter to be brought into the Building and to exclude from the Building anything which violates any of these Rules and Regulations or the applicable tenant's lease. Landlord may require any

person leaving the Building with any package or other object or matter to submit a pass, listing such package, object or matter and the tenant from whose premises the package, object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall not be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from its premises or the Building under the provisions of this Rule 13 or of Rule 15 hereof.

14. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the reasonable judgment of Landlord, tends to impair the appearance or reputation of the Building or the desirability of the Building as a building for offices, and upon written notice from Landlord, such tenant shall refrain from and/or discontinue such advertising or identifying sign; provided, however, that the foregoing shall not prohibit the exhibition of a tenant's logo or trademark (from time to time) in its premises. Landlord reserves the right to exclude from the Building during other than business hours all Invitees of any tenant who do not present a pass to the Building signed by Landlord. Landlord or its managing agent will furnish passes to persons for whom any tenant requests the same in writing.

15. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not *so* accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender the pass given to such person. Each tenant shall be responsible for all persons for whom it requests any such pass or any person whom such tenant so accepts, and such tenant shall he liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the reasonable judgment of the Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants thereof may be denied access to the Building or may be removed from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.

16. All entrance doors to a tenant's premises shall be kept locked when such premises are not in use. Entrance doors shall not be left open at any time unless a tenant occupies a full floor and then only during business hours.

17. Each tenant shall, at the expense of such tenant, provide light, power and water for the employees of Landlord, and the agents, contractors and employees of Landlord, while doing janitorial service or other cleaning in such tenant's premises and while making repairs in such tenant's premises.

18. No premises shall be used for lodging or sleeping or for any immoral or illegal purpose.

19. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

20. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

21. There shall not be used in any space, or in the Public Areas, either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require. No hand trucks shall be used in passenger elevators.

22. No tenant shall emit or discharge objectionable noise, fumes, vapors or odors into the Building or Building Equipment or cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in a tenant's premises except for hot beverages and microwave cooking and/or as is otherwise expressly permitted in its lease.

23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire- retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner reasonably approved by Landlord.

24. No tenant shall without the consent of Landlord place, or cause or permit to be placed, any radio or television antenna or other signal sending or receiving device on the roof or on any other part of the outside of the Building or any device, electrical or otherwise, in such tenant's premises which may emanate electrical interference or radio waves which may impair radio or television broadcasting or reception or the normal use of computers or other electronic devices from or in the Building or elsewhere.

25. Each tenant shall comply, and cause its Invitees to comply, with all rules and regulations from time to time established by Landlord in respect of any parking garage servicing the Building to the extent used by Tenant or its Invitees.

26. Any persons employed by a tenant to perform any repair, maintenance or janitorial work within such tenant's premises shall, while in the Building and outside of such tenant's premises, be subject to and under the reasonable control and direction of Landlord (but not as an agent, servant or employee of Landlord), and such tenant shall be responsible for all acts of such persons.

27. Each tenant shall comply and cause its Invitees to comply with the City of Yonkers and New York State legislation relative to "Smoking". Each tenant is responsible for establishing conformant policies for smoking within tenant areas.

28. Smoking is prohibited in any public areas of the building, including stairwells, lavatories, elevators, lobbies etc.

Reference RB04F

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 $525,000 to finance capital project RB04F – Gallows Hill Road Bridge Over Peekskill Hollow Brook, Cortlandt (BIN 3348420) ("RB04F"). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the cost of design for improvements to Gallows Hill Road Bridge over Peekskill Hollow Brook, Cortlandt, including the rehabilitation of the existing structure, replacement of the existing concrete deck and wearing surface, waterproofing, painting and repairs of the structural steel members, the replacement of the railing, sidewalk and utility supports, and associated work.

The Department of Public Works and Transportation ("Department") has advised that this bridge was built in 1939, has an annual daily traffic count of 4,004, and requires rehabilitation to maintain a safe roadway for the traveling public. In 2023, the New York State Department of Transportation gave the bridge a condition rating of 4.63 and the bridge has continued to deteriorate. This 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.

Following bond authorization, design will be scheduled and is anticipated to take eighteen months to complete and will be undertaken by a consultant. It is anticipated that construction will take approximately thirty-six months to complete and will begin after award and execution of the construction contracts, subject to your Honorable Board's further approval of construction financing.

The Department of Planning has advised your Committee that based on its review, RB04F 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: July 7th, 20 25.
White Plains, New York

Budget & Appropriations

Public Works & Transportation

COMMITTEE ON

c/mg/4-17-15

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB04F ☐ **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 $ 525,000 **PPU** 5 **Anticipated Interest Rate** 2.78%

Anticipated Annual Cost (Principal and Interest): $ 114,028

Total Debt Service (Annual Cost x Term): $ 570,140

Finance Department: Interest rates from June 11, 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: 6

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/12/25

Reviewed By: [signature]

dw 6.13.25
CP 6/13/25

Budget Director

Date: 6/13/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: May 7, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB04F GALLOWS HILL ROAD BRIDGE OVER PEEKSKILL HOLLOW BROOK, CORTLANDT (BIN 3348420)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/10/2025 (Unique ID: 2877)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: The current request is for design only.

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
Maximilian Zorn, Assistant 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 RB04F

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $525,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR IMPROVEMENTS TO GALLOWS HILL ROAD BRIDGE OVER PEEKSKILL HOLLOW BROOK, CORTLANDT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $525,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $525,000 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 (the "County"), 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, $525,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of planning for improvements to Gallows Hill Road Bridge over Peekskill Hollow Brook, Cortlandt, including the rehabilitation of the existing structure, replacement of the existing concrete deck and wearing

surface, waterproofing, painting and repairs of the structural steel members, the replacement of the railing, sidewalk and utility supports, and associated work; 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $525,000. The plan of financing includes the issuance of $525,000 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.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 62(2^{ND}) 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 $525,000. 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. 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
(SEAL) County of Westchester, New York

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 $525,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR IMPROVEMENTS TO GALLOWS HILL ROAD BRIDGE OVER PEEKSKILL HOLLOW BROOK, CORTLANDT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $525,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $525,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; 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 planning for improvements to Gallows Hill Road Bridge over Peekskill Hollow Brook, Cortlandt, including the rehabilitation of the existing structure, replacement of the existing concrete deck and wearing surface, waterproofing, painting and repairs of the structural steel members, replacement of the railing, sidewalk and utility supports, and associated work; 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: $525,000; 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:*
RB04F		03-13-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	GALLOWS HILL ROAD BRIDGE OVER PEEKSKILL HOLLOW BROOK, CORTLANDT (BIN 3348420)	1,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2877

Overall Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1939 and is 105' long by 30' wide.

☒ 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	3,700	3,700	0	0	0	0	0	0
Less Non-County Shares	1,964	0	1,964	0	0	0	0	0
Net	1,736	3,700	-1,964	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for design associated with the rehabilitation of the existing structure including replacement of the existing concrete deck and wearing surface, waterproofing, painting and repairs of the structural steel members, replacement of the railing, sidewalk and utility supports and associated work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	525,000
Cash:	0
Total:	**$ 525,000**

SEQR Classification:

TYPE II

Amount Requested:

525,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

BCR: 4.63 (2023); AADT: 4,004

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	3,700,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

3,700,000

Total Financing History:
0

Recommended By:

Department of Planning	**Date**
MLLL	04-10-2025
Department of Public Works	**Date**
RJB4	04-11-2025
Budget Department	**Date**
DEV9	04-14-2025
Requesting Department	**Date**
RJB4	04-14-2025

GALLOWS HILL ROAD BRIDGE OVER PEEKSKILL HOLLOW BROOK, CORTLANDT (BIN 3348420)
(RB04F)

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	3,700	3,700							
Non County Share	(1,964)			(1,964)					
Total	1,736	3,700		(1,964)					

Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1939 and is 105' long by 30' wide.

Current Year Description

The current year request reflects the anticipated receipt of BRIDGE NY funding.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	(1,964,000)		1,964,000	

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	3,700,000	Design, construction and construction management	AWAITING BOND AUTHORIZATION
Total	3,700,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,700,000		3,700,000
Total	3,700,000		3,700,000

Reference RB180

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 the following bond acts in connection Capital Project RB180 – Central Park Avenue, CR 47-I/II/IIA/IV, Yonkers ("RB180"):

(1) a bond act (the "Amending Bond Act"), prepared by the law firm of Hawkins, Delafied & Wood LLP, which, if adopted, would further amend in part Bond Act No. 224-2024, by removing the authorization for bonds for design costs associated with project RB180, and by reducing the estimated maximum cost and the amount of bonds authorized thereunder by $1,925,000, from $12,850,000 to $10,925,000; and

(3) a superseding bond act (the "Consolidated Bond Act") which, if adopted, would authorize the County to issue up to $19,000,000 in bonds of the County to finance the cost of design, construction management and construction associated with the rehabilitation of approximately 5.57 miles of the Central Park Avenue from the Bronx/Westchester County Line to the NYS Thruway Bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles. The work will include milking, resurfacing, concrete curb replacement, drainage repairs, new traffic loops, new pavement markings and related work.

Your Committee is advised that the Amending Bond Act is required to remove design bonding authorization related to RB180 so that said authorization may be included in the Consolidated Bond Act for RB180.

Your Committee is further advised that the Department of Public Works and Transportation ("Department") has advised that this road, which has an average annual daily traffic count ("AADT") of 8,091 is in need of rehabilitation to provide a safe roadway for the traveling public. The associated pavement condition index ("PCI") in 2023 was 58 and the roadway has continued to deteriorate. The PCI rating is a pavement condition rating with a range of 0 to 100,

with 0 signifying that the road requires reconstruction and 100 signifying that the road is new. Based on this rating this road requires corrective rehabilitation to extend the life of the roadway.

Your Committee is also advised that design is currently underway using outside consultants and is expected to be completed by the second quarter of 2025. It is anticipated that construction will take approximately twenty-four (24) months to complete and will begin after award and execution of the construction contracts.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed capital project 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 your Honorable Board has previously authorized the County to issue bonds in connection with RB180 as indicated in the annexed fact sheet.

It should be further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amending Bond Act and the Consolidated Bond Act.

Your Committee has carefully considered the proposed Amending Bond Act and Consolidated Bond Act, and recommends approval of both of the proposed Acts.

Dated: , 20____
White Plains, New York

COMMITTEE ON

s: cmc.06.11.2025

Dated: July 7th , 2025

White Plains, New York

COMMITTEE ON

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB180 ☐ **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

AMEND AND REDUCE BA 224-2024 BY $1,925,000

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal $ 10,925,000 **PPU** 5 **Anticipated Interest Rate** 2.78%

Anticipated Annual Cost (Principal and Interest): $ 2,372,879

Total Debt Service (Annual Cost x Term): $ 11,864,395

Finance Department: Interest rates from June 11, 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: 118

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/11/25

Reviewed By: dw 6/11/25

Budget Director

Date: 6/12/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: April 9, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB180 CENTRAL PARK AVENUE, CR 47-I/II/IIA/IV, YONKERS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/03/2025 (Unique ID: 2859)

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; and
- **617.5(c)(5):** repaving of existing highways not involving the addition of new travel lanes; and
- **617.5(c)(22):** installation of traffic control devices on existing streets, roads and highways.

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
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BPL36
T0073
T0047
RCC17
B015E
RB04A
BCR50
BCR62

ACT NO. -20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT 219-2021 ADOPTED DECEMBER 7, 2021, AS AMENDED BY ACT 248-2023 ADOPTED DECEMBER 11, 2023, AND FURTHER AMENDED BY ACT 224-2024 ADOPTED ON OCTOBER 21, 2024, IN RELATION TO THE PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY, AT THE MAXIMUM ESTIMATED COST OF $14,225,000. (Adopted , 20___).

WHEREAS, this Board has heretofore duly authorized the issuance of $13,700,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for various capital purposes in and for the County, pursuant to Act No. 219-2021 duly adopted on December 7, 2021 (the "Bond Act 219-2021"); and

WHEREAS, $50,000 of such amount was authorized for the preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the replacement of the County Center roof and associated building renovations; and

WHEREAS, such $50,000 was subsequently authorized to be issued pursuant to a subsequent Bond Act and Bond Act 219-2021 was amended to reduce the amount of bonds authorized to be issued by such $50,000 pursuant to Bond Act 248-2023 duly adopted on December 11, 2023; and

WHEREAS, $800,000 of such amount was authorized for the preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the reconstruction of the Bronx River Pathway; and

WHEREAS, such $800,000 was subsequently authorized to be issued pursuant to a subsequent Bond Act and Bond Act 219-2021 was amended to reduce the amount of bonds authorized to be issued by such $800,000 pursuant to Bond Act 224-2024 duly adopted on October 21, 2024; and

WHEREAS, the Bond Act 219-2021 also authorized the issuance of $1,925,000 bonds to finance the cost of design associated with the rehabilitation of approximately 5.57 miles of Central Park Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles; and

WHEREAS, such $1,925,000 has been or will be authorized pursuant to another Bond Act authorizing the planning, construction and construction management associated with the rehabilitation of Central Park Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road, and that it is necessary to reduce the amount of bonds Authorized pursuant to Bond Act 219-

2021 as amended by Bond Act 248-2023, and further amended by Bond Act 224-2024 now therefore

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:

"(BOND) ACT NO. 224-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $12,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $16,150,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF $3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF $12,850,000 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 $10,925,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND

DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $14,225,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF $3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF $10,925,000 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___)

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, $10,925,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance a portion of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning various capital purposes in and for the County, to wit: campus wide site improvements at the Valhalla Complex, the electrification of the County's two mass transit bus garages, design and engineering services for the replacement of the HVAC system at the Cerrato maintenance facility, design for the restoration and modification of the County Center, design associated with the replacement of chillers, ice storage system and related work at the Michaelian Office Building, study and preliminary design to determine options and associated costs for the

replacement of the Broad Street viaduct over the Bronx River Parkway, design for a stand-alone building to replace the existing infirmary at the County Jail, and design to rehabilitate or replace elevators for the Corrections Department; 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 total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $14,225,000. The plan of financing includes the expenditure of $3,000,000 expected to be received from ConEd and $300,000 expected to be received from the New York Power Authority (collectively, the "Grant Funds") and the issuance of $10,925,000 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.

Section 2. The periods of probable usefulness ("PPU") of the objects or purposes for which said $10,925,000 bonds authorized by this Act are to be issued, within the limitations of the respective subdivisions of Section 11.00 a. 62 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 total amount of $10,925,000. 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 $10,925,000 as the estimated total cost of the aforesaid class of objects or purposes 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)

HDW
3976181.1 048034 LEG

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 $10,925,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $14,225,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF $3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF $10,925,000 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 a portion of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning various capital purposes in and for the County, to wit: campus wide site improvements at the Valhalla Complex, the electrification of the County's two mass transit bus garages, design and engineering services for the replacement of the HVAC system at the Cerrato maintenance facility, design for the restoration and modification of the County Center, design associated with the replacement of chillers, ice storage system and related work at the Michaelian Office Building, study and preliminary design to determine options and associated costs for the replacement of the Broad Street viaduct over the Bronx River Parkway, design for a stand-alone building to replace the existing infirmary at the County Jail, and design to rehabilitate or replace elevators for the Corrections Department; 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:	$10,925,000; five (5) years

Dated: _____, 20___
White Plains, New York

HDW
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Clerk and Chief Administrative Officer of the County Board of Legislators of the County of Westchester, New York

REFERENCE RB180

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $19,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS ROAD IMPROVEMENTS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $19,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $19,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

WHEREAS, this Board has heretofore duly authorized the issuance of $1,925,000 bonds to finance the cost the design associated with the rehabilitation of Central Park Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road (the "Project"), pursuant to Act No. 219-2021 duly adopted on December 7, 2021, as amended pursuant to Act No. 2023-248 duly adopted on December 11, 2023, and as further amended pursuant to Act No. 2024-224 duly adopted on October 21, 2024; and

WHEREAS, it is now appropriate to authorize the Project, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for 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 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, $19,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and construction management of various road improvements to approximately 5.57 miles of Central Park Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles, consisting of milling, resurfacing, curb replacement, drainage repairs, new traffic loops, new pavement markings, and related work in connection therewith, 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 of purpose, including preliminary costs and costs incidental thereto and the financing thereof is $19,000,000. The plan of financing includes the issuance of $19,000,000 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.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 20(c) 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 $19,000,000. 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 $19,000,000 as the estimated total 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 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___.

(SEAL)

The Clerk and Chief Administrative Officer of the
County Board of Legislators
County of Westchester, New York

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FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB180 ☐ **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 $ 19,000,000 **PPU** 15 **Anticipated Interest Rate** 3.47%

Anticipated Annual Cost (Principal and Interest): $ 1,625,131

Total Debt Service (Annual Cost x Term): $ 24,376,965

Finance Department: Interest rates from June 11, 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: 206

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/11/25

Reviewed By:

Budget Director

Date: 6/12/25

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___

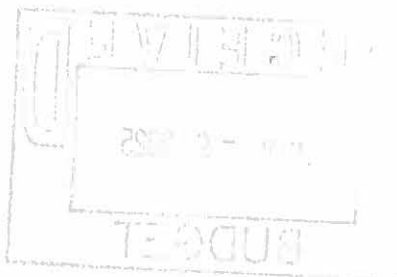
BOND ACT AUTHORIZING THE ISSUANCE OF $19,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS ROAD IMPROVEMENTS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $19,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $19,000,000 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 cost of the planning, construction and construction management of various road improvements to approximately 5.57 miles of Central Park Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Park Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles, consisting of milling, resurfacing, curb replacement, drainage repairs, new traffic loops, new pavement markings, and related work in connection therewith, 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: $19,000,000; 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



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CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
RB180		02-24-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	CENTRAL PARK AVENUE, CR 47-I/II/IIA/IV, YONKERS	14, 15,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2859

Overall Project Description

This project will fund the rehabilitation of approximately 5.57 miles of roadway from the Bronx/Westchester County Line to the NYS Thruway Bridge and the rehabilitation of the Central Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles.

☒ 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	19,000	19,000	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	19,000	19,000	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,217

Current Bond Description: Funding is requested for construction and construction management associated with the rehabilitation of approximately 5.57 miles of roadway from the Bronx/Westchester County Line to the NYS Thruway Bridge and the rehabilitation of the Central Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles. The work will include milling; resurfacing; concrete curb replacement; drainage repairs; new traffic loops; new pavement markings and related work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	17,075,000
Cash:	0
Total:	**$ 17,075,000**

SEQR Classification:
TYPE II

Amount Requested:
17,075,000

Comments:
PCI: 58 (2023); AADT: 8,091

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,925,000	DESIGN
2023	17,075,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:
19,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	219	0	0	CENTRAL PARK AVENUE, CR 47-I/II/IIA/IV, YONKERS
23	248	0	0	
24	224	1,925,000	0	

Total Financing History:
1,925,000

Recommended By:

Department of Planning	**Date**
MLLL	04-03-2025
Department of Public Works	**Date**
RJB4	04-03-2025
Budget Department	**Date**
DEV9	04-04-2025
Requesting Department	**Date**
RJB4	04-04-2025

CENTRAL PARK AVENUE, CR 47-I/II/IIA/IV, YONKERS
(RB180)

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	19,000	19,000	1,214						
Non County Share									
Total	19,000	19,000	1,214						

Project Description

This project will fund the rehabilitation of approximately 5.57 miles of roadway from the Bronx/Westchester County Line to the NYS Thruway Bridge and the rehabilitation of the Central Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles.

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
2022	1,925,000	Design	DESIGN
2023	17,075,000	Construction and construction management	AWAITING BOND AUTHORIZATION
Total	19,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	19,000,000		19,000,000
Total	19,000,000		19,000,000

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
219	21				
248	23	1,925,000			1,925,000
Total		1,925,000			1,925,000

Reference RB223

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 (the "Bond Act") in the amount of $650,000, to finance capital project RB223 – Bedford Banksville Road, CR 12/56/56A, North Castle ("RB223").

The Bond Act, which was prepared by the law firm of Bryant Rabbino, LLP, will finance the cost of design associated with the rehabilitation of approximately 5.1 miles of roadway from NYS Route 22 to the Connecticut State Line. Work will include milling; resurfacing; new curbing; new traffic signal loops; new pavement markings and related work.

The Department of Public Works and Transportation ("Department") has advised that this road, which has an average annual daily traffic count ("AADT") of 4,614, is in need of rehabilitation to provide a safe roadway for the traveling public. The associated pavement condition index ("PCI") in 2022 was 69 and the roadway has continued to deteriorate. The PCI rating is a pavement condition rating with a range of 0 to 100, with 0 signifying that the road requires reconstruction and 100 signifying that the road is new. Based on this rating this road requires corrective rehabilitation to extend the life of the roadway.

Your Committee is advised that upon receipt by the Department of bonding authorization, design will be scheduled and is anticipated to take seven (7) months to complete and will be performed by in house staff. Construction is estimated to take six (6) months and shall begin after award and execution of the construction contracts, subject to the further approval by your Honorable Board of construction funding.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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: July 7th, 2025
White Plains, New York

c/jpg/4-22-25

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB223 ☐ **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 $ 650,000 **PPU** 5 **Anticipated Interest Rate** 2.78%

Anticipated Annual Cost (Principal and Interest): $ 141,178

Total Debt Service (Annual Cost x Term): $ 705,890

Finance Department: Interest rates from June 11, 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: 7

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/12/25

Reviewed By: DV 6.13.25 @ 6/13/25

Budget Director

Date: 6/13/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: April 23, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB223 BEDFORD BANKSVILLE ROAD, CR 12/56/56A, NORTH CASTLE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/21/2025 (Unique ID: 2845)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: The current request is for design only.

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: RB223

ACT NO. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $650,000 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 IMPROVEMENTS TO BEDFORD BANKSVILLE ROAD, CR 12/56/56A, RUNNING FROM NYS ROUTE 22 IN THE TOWN OF NORTH CASTLE TO THE CONNECTICUT STATE LINE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $650,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____ __, 2025)

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, $650,000 bonds of the County of Westchester (the "County"), or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 5.1 miles of Bedford Banksville Road, CR 12/56/56A, running from NYS Route 22 in the Town of North Castle to the Connecticut State Line, including milling; resurfacing; new curbing; new traffic signal loops; new pavement

markings and related work, 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 $650,000. The plan of financing includes the issuance of $650,000 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.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 62(2^{nd}) 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 $650,000. 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 $650,000 as the estimated total cost of the aforesaid 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, 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

COUNTY OF WESTCHESTER

I HEREBY CERTIFY that I have compared the foregoing Act No. ___ -2025 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 , 2025 and approved by the County Executive on , 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 2025

The Clerk and Chief Administrative Officer of the County Board of Legislators

(SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____ __, 2025 and approved by the County Executive on _____ __, 2025, 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. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $650,000 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 IMPROVEMENTS TO BEDFORD BANKSVILLE ROAD, CR 12/56/56A, RUNNING FROM NYS ROUTE 22 IN THE TOWN OF NORTH CASTLE TO THE CONNECTICUT STATE LINE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $650,000 BONDS HEREIN AUTHORIZED; 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 preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 5.1 miles of Bedford Banksville Road, CR 12/56/56A, running from NYS Route 22 in the Town of North Castle to the Connecticut State Line, including milling; resurfacing; new curbing; new traffic signal loops; new pavement markings and related work, 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: $650,000; five (5) years

Dated: _____ __, 2025
White Plains, New York

Sunday Vanderberg
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:*
RB223		02-05-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	BEDFORD BANKSVILLE ROAD, CR 12/56/56A, NORTH CASTLE	3,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2845

Overall Project Description

This project will fund the rehabilitation of approximately 5.1 miles of roadway from NYS Route 22 to the Connecticut State Line including milling; resurfacing; new curbing; new traffic signal loops; new pavement markings and related work.

☒ 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	6,150	0	650	5,500	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	6,150	0	650	5,500	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for design associated with the rehabilitation of approximately 5.1 miles of roadway from NYS Route 22 to the Connecticut State Line including milling; resurfacing; new curbing; new traffic signal loops; new pavement markings and related work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	650,000
Cash:	0
Total:	**$ 650,000**

SEQR Classification:

TYPE II

Amount Requested:

650,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

PCI: 69 (2022); AADT: 4,614

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	650,000	DESIGN

Total Appropriation History:

650,000

Total Financing History:

0

Recommended By:

Department of Planning	**Date**
MLLL	04-21-2025
Department of Public Works	**Date**
RJB4	04-21-2025
Budget Department	**Date**
DEV9	04-22-2025
Requesting Department	**Date**
RJB4	04-22-2025

BEDFORD BANKSVILLE ROAD, CR 12/56/56A, NORTH CASTLE
(RB223)

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	6,150			650	5,500				
Non County Share									
Total	6,150			650	5,500				

Project Description

This project will fund the rehabilitation of approximately 5.1 miles of roadway from NYS Route 22 to the Connecticut State Line including milling; resurfacing; new curbing; new traffic signal loops; new pavement markings and related work.

Current Year Description

The current year request funds design.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	650,000			650,000

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Reference RB228

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 (the "Bond Act") in the amount of $575,000, to finance capital project RB228 – Polly Park Road, CR 104, and Bowman Avenue, CR 104/104II, Harrison/Rye Brook/Port Chester ("RB228").

The Bond Act, which was prepared by the law firm of Bryant Rabbino, LLP, will finance the cost of design associated with the rehabilitation of approximately 2.5 miles of roadway from North Street to Westchester Avenue. Work will include milling; resurfacing; new curbing; guiderail replacement; new traffic signal loops; new pavement markings and related work.

The Department of Public Works and Transportation ("Department") has advised that this road, which has an average annual daily traffic count ("AADT") of 9,885, is in need of rehabilitation to provide a safe roadway for the traveling public. The associated pavement condition index ("PCI") in 2022 was 60 and the roadway has continued to deteriorate. The PCI rating is a pavement condition rating with a range of 0 to 100, with 0 signifying that the road requires reconstruction and 100 signifying that the road is new. Based on this rating this road requires corrective rehabilitation to extend the life of the roadway.

Your Committee is advised that upon receipt by the Department of bonding authorization, design shall be scheduled and is anticipated to take nine (9) months to complete and will be performed by in house staff. Construction is estimated to take nine (9) months and shall begin after award and execution of the construction contracts, subject to the further approval by your Honorable Board of construction funding.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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: July 7th, 2025
White Plains, New York

c/jpg/4-22-25

Budget & Appropriations

Public works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB228 ☐ **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 $ 575,000 **PPU** 5 **Anticipated Interest Rate** 2.78%

Anticipated Annual Cost (Principal and Interest): $ 124,888

Total Debt Service (Annual Cost x Term): $ 624,440

Finance Department: Interest rates from June 11, 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: 6

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/12/25

Reviewed By: DV 6.13.25 6/13/25 @

Budget Director

Date: 6/13/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: April 23, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB228 POLLY PARK ROAD, CR 104, AND BOWMAN AVENUE, CR 104/104II, HARRISON/RYE BROOK/PORT CHESTER**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/21/2025 (Unique ID: 2846)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action

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COMMENTS: The current request is for design only.

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: RB228

ACT NO. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $575,000 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 IMPROVEMENTS TO POLLY PARK ROAD AND BOWMAN AVENUE, CR 104/104II, RUNNING FROM NORTH STREET IN THE TOWN/VILLAGE OF HARRISON TO WESTCHESTER AVENUE IN THE VILLAGE OF PORT CHESTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $575,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $575,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____ __, 2025)

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, $575,000 bonds of the County of Westchester (the "County"), or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 2.5 miles of Polly Park Road and Bowman Avenue, CR 104/104II, running from North Street in the Town/Village of Harrison to Westchester Avenue in the Village of Port Chester, including milling; resurfacing; new curbing;

guiderail replacement; new traffic signal loops; new pavement markings and related work, 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 $575,000. The plan of financing includes the issuance of $575,000 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. 62(2nd) 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 $575,000. 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 $575,000 as the estimated total cost of the aforesaid 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, 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

COUNTY OF WESTCHESTER

I HEREBY CERTIFY that I have compared the foregoing Act No. ___ -2025 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 , 2025 and approved by the County Executive on , 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 2025

(SEAL)

The Clerk and Chief Administrative Officer of the County Board of Legislators

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____ __, 2025 and approved by the County Executive on _____ __, 2025, 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. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $575,000 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 IMPROVEMENTS TO POLLY PARK ROAD AND BOWMAN AVENUE, CR 104/104II, RUNNING FROM NORTH STREET IN THE TOWN/VILLAGE OF HARRISON TO WESTCHESTER AVENUE IN THE VILLAGE OF PORT CHESTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $575,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $575,000 BONDS HEREIN AUTHORIZED; 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 preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 2.5 miles of Polly Park Road and Bowman Avenue, CR 104/104II, running from North Street in the Town/Village of Harrison to Westchester Avenue in the Village of Port Chester, including milling; resurfacing; new curbing; guiderail replacement; new traffic signal loops; new pavement markings and related work, 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: $575,000; five (5) years

Dated: _____ __, 2025
White Plains, New York

Sunday Vanderberg
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:*
RB228		02-05-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	POLLY PARK ROAD, CR 104, AND BOWMAN AVENUE, CR 104/104II, HARRISON/RYE BROOK/PORT CHESTER	6,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2846

Overall Project Description

This project will fund the rehabilitation of approximately 2.5 miles of roadway from North Street to Westchester Avenue including milling; resurfacing; new curbing; guiderail replacement; new traffic signal loops; new pavement markings and related work.

☒ 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	5,375	0	575	4,800	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,375	0	575	4,800	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for design associated with the rehabilitation of approximately 2.5 miles of roadway from North Street to Westchester Avenue including milling; resurfacing; new curbing; guiderail replacement; new traffic signal loops; new pavement markings and related work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	575,000
Cash:	0
Total:	**$ 575,000**

SEQR Classification:

TYPE II

Amount Requested:

575,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

PCI: 60 (2022); AADT 9,885

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	575,000	DESIGN

Total Appropriation History:

575,000

Total Financing History:
0

Recommended By:

Department of Planning	**Date**
MLLL	04-21-2025
Department of Public Works	**Date**
RJB4	04-21-2025
Budget Department	**Date**
DEV9	04-22-2025
Requesting Department	**Date**
RJB4	04-22-2025

POLLY PARK ROAD, CR 104, AND BOWMAN AVENUE, CR 104/104II, HARRISON/RYE BROOK/PORT CHESTER
(RB228)

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	5,375			575	4,800				
Non County Share									
Total	5,375			575	4,800				

Project Description

This project will fund the rehabilitation of approximately 2.5 miles of roadway from North Street to Westchester Avenue including milling; resurfacing; new curbing; guiderail replacement; new traffic signal loops; new pavement markings and related work.

Current Year Description

The current year request funds design.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	575,000			575,000

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Reference RB229

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 (the "Bond Act") in the amount of $600,000, to finance capital project RB229 – Hardscrabble Road, CR 138, North Salem ("RB229").

The Bond Act, which was prepared by the law firm of Bryant Rabbino, LLP, will finance the cost of design associated with the rehabilitation of approximately 2.96 miles of roadway from Daniel Road to June Road. Work will include milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work.

The Department of Public Works and Transportation ("Department") has advised that this road, which has an average annual daily traffic count ("AADT") of 3,289, is in need of rehabilitation to provide a safe roadway for the traveling public. The associated pavement condition index ("PCI") in 2022 was 67 and the roadway has continued to deteriorate. The PCI rating is a pavement condition rating with a range of 0 to 100, with 0 signifying that the road requires reconstruction and 100 signifying that the road is new. Based on this rating this road requires corrective rehabilitation to extend the life of the roadway.

Your Committee is advised that upon receipt by the Department of bonding authorization, design shall be scheduled and is anticipated to take six (6) months to complete and will be performed by in house staff. Construction is estimated to take nine (9) months and shall begin after award and execution of the construction contracts, subject to the further approval by your Honorable Board of construction funding.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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: July 7th, 2025
White Plains, New York

c/jpg/4-22-25

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB229 ☐ **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 $ 600,000 **PPU** 5 **Anticipated Interest Rate** 2.78%

Anticipated Annual Cost (Principal and Interest): $ 130,318

Total Debt Service (Annual Cost x Term): $ 651,590

Finance Department: Interest rates from June 11, 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: 6

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/12/25

Reviewed By: DV 6.13.25 @ 6/13/25

Budget Director

Date: 6/13/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: April 23, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB229 HARDSCRABBLE ROAD, CR 138, NORTH SALEM**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/21/2025 (Unique ID: 2847)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: The current request is for design only.

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

ACT NO. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $600,000 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 IMPROVEMENTS TO HARDSCRABBLE ROAD, CR 138, IN THE TOWN OF NORTH SALEM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $600,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $600,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____ __, 2025)

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, $600,000 bonds of the County of Westchester (the "County"), or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 2.96 miles of Hardscrabble Road, CR 138, from Daniel Road to June Road in the Town of North Salem, including milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work, 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 $600,000. The plan of financing includes the issuance of $600,000 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. 62(2^{nd}) 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 $600,000. 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 $600,000 as the estimated total cost of the aforesaid 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, 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

:

COUNTY OF WESTCHESTER

I HEREBY CERTIFY that I have compared the foregoing Act No. ___ -2025 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 , 2025 and approved by the County Executive on , 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 2025

(SEAL)

The Clerk and Chief Administrative Officer of the County Board of Legislators

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____ __, 2025 and approved by the County Executive on _____ __, 2025, 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. _____ – 2025

BOND ACT AUTHORIZING THE ISSUANCE OF $600,000 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 IMPROVEMENTS TO HARDSCRABBLE ROAD, CR 138, IN THE TOWN OF NORTH SALEM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $600,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $600,000 BONDS HEREIN AUTHORIZED; 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 preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of approximately 2.96 miles of Hardscrabble Road, CR 138, from Daniel Road to June Road in the Town of North Salem, including milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work, 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: $600,000; five (5) years

Dated: _____ __, 2025
White Plains, New York

Sunday Vanderberg
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:***
RB229		02-05-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	HARDSCRABBLE ROAD, CR 138, NORTH SALEM	2,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2847

Overall Project Description

This project will fund the rehabilitation of approximately 2.96 miles of roadway from Daniel Road to June Road including milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work.

☒ 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	5,500	0	600	4,900	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,500	0	600	4,900	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for design associated with the rehabilitation of approximately 2.96 miles of roadway from Daniel Road to June Road including milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	600,000
Cash:	0
Total:	**$ 600,000**

SEQR Classification:

TYPE II

Amount Requested:

600,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

PCI: 67 (2022); AADT: 3,289

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	600,000	DESIGN

Total Appropriation History:

600,000

Total Financing History:
0

Recommended By:

Department of Planning	**Date**
MLLL	04-21-2025
Department of Public Works	**Date**
RJB4	04-21-2025
Budget Department	**Date**
DEV9	04-22-2025
Requesting Department	**Date**
RJB4	04-22-2025

HARDSCRABBLE ROAD, CR 138, NORTH SALEM
(RB229)

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	5,500			600	4,900				
Non County Share									
Total	5,500			600	4,900				

Project Description

This project will fund the rehabilitation of approximately 2.96 miles of roadway from Daniel Road to June Road including milling; resurfacing; roadside swale improvement; guiderail replacement; new traffic signal loops; new pavement markings and related work.

Current Year Description

The current year request funds design.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	600,000			600,000

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("Westchester County"), acting by and through its Department of Emergency Services ("DES"), to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam County"), pursuant to which both counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether owned by either county or owned by local Fire and EMS agencies ("Subscribers") within their respective counties.

Your Committee has been advised that each county will retain ownership, control and responsibility for its own radio communication system and hold the FCC licenses for its own radio communication system, and neither county stall take any action that causes the other party to be in violation of its FCC license.

Your Committee is further advised that the programming provided for in the IMA is not intended to replace each county's existing radio programming for in-county and day to day operations, and each county shall keep its existing radio communication system.

Your Committee is further advised that each county will agree to sign, and require its local Fire and EMS agencies sign, any license agreement required of the other county to use the other county's radio communication system and agree to the user guidelines, policies and procedures for use of the other county's radio communication system. Any license agreements

for permission to use Westchester County's trunked radio communication system will be subject to the Westchester County receiving approval from the Westchester County Board of Acquisition and Contract.

Your Committee is further advised that the public purpose of the IMA is to improve and enhance interoperability, public safety communications and mutual aid. Reciprocal assistance and mutual aid between the counties and their respective Fire and EMS agencies will be authorized and coordinated through the Westchester County's fire communication center and Putnam County's fire communication center.

Your Committee is further advised that the term of the proposed IMA will commence retroactively on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated as set forth in the IMA.

The Planning Department has advised that the proposed IMA 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 an affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

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

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON

C:RAN-6.13.25

Budget & Appropriations

Public Safety

FISCAL IMPACT STATEMENT

SUBJECT: IMA -Putnam County -Radio Systems [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 [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ -

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An Act authorizing the County to enter into an IMA with Putnam County for the reciprocal programming of each other's radio communication systems into each other's end user radios for interoperability , public safety communications and mutual aid purposes.

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: June 16, 2025

Reviewed By: PH

Budget Director

Date: 6/16/25

ACT NO. 2025 -_____

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into an intermunicipal agreement with Putnam County pursuant to which the counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios in order to improve interoperability, public safety communications and mutual aid.

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

Section 1. The County of Westchester ("Westchester County"), acting by and through its Department of Emergency Services, is hereby authorized to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam County"), pursuant to which both the counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether owned by either county or owned by local Fire and EMS agencies ("Subscribers") within their respective counties in order to improve interoperability, public safety communications and mutual aid, for a term commencing retroactively on May 1, 2025 and expiring five (5) years thereafter, unless sooner terminated as provided for in the IMA.

§2. Each county will retain ownership, control and responsibility for its own radio communication system.

§3. Each county will agree to sign, and require its local Fire and EMS agencies sign, any license agreement required of the other county to use the other county's radio communication system and agree to the user guidelines, policies and procedures for use of the other county's radio communication system. Any license agreements for permission to use Westchester County's trunked radio communication system will be subject to the County receiving approval from the Westchester County Board of Acquisition and Contract.

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

§5. This Act shall take effect immediately.

THIS INTERMUNICIPAL AGREEMENT (the "Agreement"), made the _____ day of _____, 20___ 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 "Westchester County")

and

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Putnam County").

(The "Westchester County" and "Putnam County" are referred to collectively as the "parties" or "counties".)

WITNESSETH:

WHEREAS, Westchester County operates a trunked radio communication system for Westchester County departments, as well as for first responders throughout Westchester (the "WC P25"); and

WHEREAS, Putnam County operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam (the "Putnam Radio System"); and

WHEREAS, the counties wish to permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties (hereinafter referred to as "Subscribers") in order to improve interoperability, public safety communications and mutual aid between the counties, in accordance with the terms and conditions of this Agreement.

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

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ARTICLE I
RECIPROCAL PROGRAMMING OF SUBSCRIBERS

Section 1.1. Westchester County, acting through its Commissioner of Department of Emergency Services or the Commissioner's designee (the "Westchester Commissioner"), hereby grants to Putnam County the right to program WC P25 channel(s) into Putnam Subscribers in accordance with the terms set forth in this Agreement.

Section. 1.2. Westchester County shall retain control and responsibility for WC P25.

Section 1.3. Putnam County, acting through its Commissioner of Bureau of Emergency Services or the Commissioner's designee, (the "Putnam Commissioner"), hereby grants to Westchester County the right to program Putnam Radio System channel(s) into Westchester Subscribers in accordance with the terms set forth in this Agreement.

Section 1.4. Putnam County shall retain control and responsibility for the Putnam Radio System.

Section 1.5. Each County shall have the discretion to determine what Subscribers are programmed under this Agreement within its respective county. Each County shall be responsible for the cost to program each other's radio communication system channel(s) into the Subscribers in its respective county. Nothing prohibits each County from seeking reimbursement for such programming from the local Fire and EMS agencies within their respective counties.

Section 1.6. All programming shall be for interoperability and public safety communication to further the purposes of mutual aid.

Section 1.7. All programming shall be according to the written policies and procedures established by each County for the programming of its radio communication system.

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Section 1.8. The programming of Putnam Radio System channel(s) by Westchester County may only be performed by an entity or entities authorized in writing by Putnam County to perform such programming.

Section 1.9. The programming of WC P25 channel(s) by Putnam County may only be performed by an entity or entities authorized in writing by Westchester County to perform such programming.

Section 1.10. If required by Putnam County, Westchester County shall require that the Westchester Fire or EMS agency enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System, prior to Westchester County programming the Putnam Radio System channel(s) into Westchester Fire or EMS Subscribers.

If required by Putnam County, Westchester County agrees to enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System

Section 1.11. Prior to Putnam County programming the WC P25 channel(s) into Putnam Fire or EMS Subscribers, Putnam County shall require the Fire or EMS agency to enter into a written user agreement, in a form similar to the form attached hereto as Schedule "A", with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

Prior to Putnam County programming the WC P25 channel(s) into Putnam County-owned Subscribers, Putnam County agrees to enter into a written user agreement with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

Section 1.12. Once programming is completed for a Subscriber, it may not be altered or reprogrammed without the prior written approval of the Westchester County in the case of WC

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P25 and Putnam County in the case of the Putnam Radio System. Once approved, all of the terms of this Agreement shall apply to such modification.

Section 1.13. Each County acknowledges that the programming provided for herein is not intended to replace each County's existing radio programming for in-county and day-to-day operations, and each County shall keep its existing radio communication system.

Section 1.14. Putnam County agrees not to share any programming details or any technical details unique to WC P25 to third parties except as permitted hereunder or permitted under the law.

Section 1.15. Westchester County agrees not to share any programming details or any technical details unique to the Putnam Radio System to third parties except as permitted hereunder or permitted under the law.

Section 1.16. The counties acknowledge and agree that they will each obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

Section 1.17. Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

Section 1.18. Reciprocal assistance and mutual aid between the counties, and their respective Fire and EMS agencies, shall be authorized and coordinated through Westchester County's fire communication center (or designee) and Putnam County's fire communication center (or designee).

Section 1.19. The WC P25 channel(s) and Putnam Radio System channel(s) shall be used for interoperability, public safety communication and/or mutual aid between the counties.

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Section 1.20. Each County will responsible to assign alias for each Subscriber's use of its radio communication system.

ARTCILE II
TERM AND TERMINATION

Section 2.1. The term of this Agreement shall commence retroactively on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated.

Section 2.2. In the event either County defaults in the performance of any term, condition or covenant herein contained and does not cure such default within forty-eight (48) hours of written notice thereof, the non-defaulting County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the defaulting County. Upon termination, all right of the to use the defaulting County to use the non-defaulting's radio system shall cease and terminate.

Section 2.3. Westchester County on thirty (30) days' notice to Putnam County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

Section 2.4. Putnam County on thirty (30) days' notice to Westchester County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

ARTICLE III
MISCELLANEOUS

Section 3.1.

(a) At the time of execution of this IMA, Westchester County in accordance with Section 6-n of the New York General Municipal Law and Chapter 295 of the Laws of Westchester County, self-funds certain liability exposures. Putnam County accepts the letter evidencing such self-insurance, which is annexed to this IMA as Schedule "B".

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(b) Westchester County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Westchester County, Westchester County shall indemnify, defend and hold harmless Putnam 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 caused by the performance or failure to perform hereunder by the Westchester County or third parties under the direction or control of the Westchester County.

Section 3.2.

(a) Putnam County agrees to comply with the insurance requirements attached hereto as Schedule "C". Notwithstanding the requirements set forth as set forth in Schedule "C", Putnam County may act as a self-insurer for the general liability insurance in lieu of procuring such insurance from an insurance company, with the approval of the Westchester County Director of Risk Management.

(b) Putnam County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Putnam County, Putnam County agrees to indemnify, defend and hold harmless Westchester 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 caused by the performance or failure to perform hereunder by the Putnam County or third parties under the direction or control of Putnam County.

Section 3.3. Neither County shall assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the other County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the other County is void.

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Section 3.4. Each County shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, including those promulgated by the FCC, and obtain, at its own expense, all approvals applicable to its performance under this Agreement.

Section 3.5. Nothing contained herein shall create a special relationship between the Parties. Nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees or any other arrangement that would impose liability upon one party for the act or failure to act on the other party.

Neither party shall be liable for any consequential, incidental or indirect damages or punitive, special, or other damages that are not direct damages.

Section 3.6. Failure by 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 of such term or condition, but the same shall remain in full force and effect.

Section 3.7. 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.

Section 3.8. 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, or sent by facsimile (with acknowledgment 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. Notice shall be effective on the date of receipt.

To the County:
Commissioner
Department of Emergency Services

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County of Westchester
4 Dana Road
Valhalla, New York 10595

With a copy to:
Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Putnam County:
Commissioner
Bureau of Emergency Services
County of Putnam
112 Old Route 6
Carmel, New York 105012

With a copy to:
Putnam County Attorney
48 Gleneida Avenue
Carmel, New York 10512

Section 3.9. 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.

Section 3.10. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Section 3.11. 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.

Section 3.12. The headings and section references in the Agreement are inserted only for convenience and are not to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers.

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Section 3.13. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.
Signature Pages to Follow.]

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IN WITNESS WHEREOF, the County of Westchester and the County of Putnam have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By:_____
Susan Spear
Commissioner
Department of Emergency Services

THE COUNTY OF PUTNAM

By:_____
Robert Lipton
Commissioner
Bureau of Emergency Services

Authorized by Putnam County on _____.

Authorized by Act No._____ adopted by the Board of Legislators of the County of Westchester on _____..

Approved:

_____
Associate County Attorney
The County of Westchester
k:noe/des/Westchester and Putnam ima re radio system programming

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STATE OF NEW YORK)
) **ss.:**
COUNTY OF WESTCHESTER)

On _____, 2025 before, me this undersigned, personally appeared SUSAN SPEAR, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) **ss.:**
COUNTY OF PUTNAM)

On _____, 2025 before, me this undersigned, personally appeared ROBERT LIPTON, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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SCHEDULE "A"

WC P25 Interoperability
License Agreement

Public Safety Agency Name:_____("Applicant")

Applicant Contact Information for notices under this Agreement (Maybe changed by written notice to Westchester County):

Mailing Address:_____
Contact Name/Title_____
Cell Phone:_____
Email Address:_____
Fax Number or Other Contact Info:_____

By signing this WC P25 Interoperability User Agreement (the "Agreement"), the Applicant agrees to the following terms and conditions:

1. The Applicant agrees to follow the WC P25 Policies & Procedures, as may be amended from time to time ("WC P25 Policies"), to seek permission to have its subscriber radio(s) approved for access to County-designated WC P25 channels ("WC P25"). If the subscriber radio(s) is/are approved, the Applicant agrees to abide by the WC P25 Policies. If the Applicant fails to abide by the WC P25 Policies, it agrees that Westchester County may immediately disconnect, suspend or terminate its use of WC P25.

2. The Applicant agrees that permission from Westchester County to utilize WC P25 is a non-exclusive, royalty free, non-assignable license for mutual aid and interoperability purposes.

3. The Applicant agrees not to alter WC P25 in anyway. The Applicant agrees not to share any programming details or any technical details unique to WC P25 to third parties.

4. If the subscriber radio(s) is/are approved for use on WC P25, Westchester County offers access to WC P25 channel(s) at no cost to the Applicant. The Applicant agrees that it shall be responsible for all costs and expenses associated with utilizing WC P25.

5. The Applicant agrees to comply, at its own expense, with all applicable federal, state or local laws, rules, regulations, including those promulgated by the FCC.

6. The Applicant agrees this is not a lease and no ownership or property rights are being transferred under this Agreement. The Applicant agrees that, if approved, WC P25 shall be available to the Applicant for only as long as Westchester County, in its sole discretion, makes WC P25 available. Westchester County retains sole and absolute discretion in determining whether to continue to make WC P25 available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. Westchester County may cease making WC P25 available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as WC P25 is made available to users, each user will have

access to WC P25 in its then-current form. Westchester County in its sole discretion may change WC P25 as it deems necessary and proper.

Connection to and use of WC P25 is being provided "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". The County disclaim all warranties of any kind, express or implied. The County shall not be responsible for any issues with regard to WC P25, including any interruption, defect, delay, failure or malfunction involving equipment, hardware, software or communications. The County shall have no labiality to the Applicant related to any claim, whether in contract, tort or otherwise, that is related to or arises out of use of WC P25. The Applicant hereby expressly waives any and all claims for any and all loss or damage sustained by reason of any defect, deficient or impairment of WC P25.

7. The Applicant agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from negligence of Westchester County, the Applicant agrees to indemnify, defend and hold Westchester 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 out of the performance or failure to perform hereunder by the Applicant or third parties under the direction or control of the Applicant.

8. This Agreement shall commence upon execution by both parties and shall continue until terminated by either party. Either party may terminate this Agreement upon forty-eight (48) hours written notice to the other party.

9. The parties disclaim any employer/employee, fiduciary, agency or special relationship. The Applicant hereby waives any and all claims to benefits or privileges, if any, available to persons as employees. The Applicant shall comply, at its own cost and expense, with the provision of all federal, state or local laws, ordinances, regulations or rules applicable to it, including, the NYS Labor Law and Worker's Compensation Law and license requirements.

10. All notices under this Agreement shall be in writing and either sent to the Applicant to the address set forth above or to Westchester County to the Commissioner of the Department of Emergency Services at the address set forth below with a copy to: Westchester County Attorney, Michaelian Office Building, Room 600, 148 Martine Avenue, White Plains, New York 10601.

11. This Agreement may be executed simultaneously in several counterparts. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except in writing signed by both parties.

12. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Westchester County Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER	APPLICANT:
By:_____ _____ Commissioner Date Department of Emergency Services County of Westchester 4 Dana Road Valhalla, New York 10595	By: _____ _____ Print Name: Date Print Title:
Approved: _____ _____County Attorney The County of Westchester	

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Schedule "B"
Westchester Self-Insurance Letter To Be Inserted

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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):

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.

e) Cyber 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.

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.

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(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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HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if approved, would authorize the County of Westchester ("County") acting by and through its Department of Emergency Services (the "Department") to enter into an intermunicipal agreement ("IMA") with Eastchester Fire District ("Fire District"), pursuant to which the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") to respond to hazardous material incidents pursuant to the County's Fire Mutual Aid Plan (the "Plan").

The term of the proposed IMA is five (5) years, commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of ($1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its fire houses located at: (1) Eastchester Headquarters, 255 Main Street, Eastchester New York 10709, (2) Eastchester Station 2, 25 Underhill Street, Tuckahoe, New York 10708, (3) Eastchester Station 3, Poplar Street, Bronxville, New York 10708, (4) Eastchester Station 4, Oregon Road, Eastchester, New York 10709; (5) Eastchester Station 5, 31 Wilmot Road, Scarsdale, New York 10582.

The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in his/her sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle, and shall be responsible for the maintenance and repair of the WMD Vehicle.

The proposed IMA 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.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON	
Budget & Appropriations	Public Safety

C/mb/6.9.25

FISCAL IMPACT STATEMENT

SUBJECT: Eastchester Fire District [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 $ -

Total Current Year Revenue $ 1

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 101 20 1000 9289

2025: $1.00, 2026: $1.00, 2027: $1.00, 2028: $1.00, and 2029: $1.00

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount $1

Describe: IMA with Eastchester Fire District to grant a lease to the District to use the County's WMD Squad Vehicle to respond to hazardous materials incidents as per the County's Fire Mutual Aid Plan

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

Current Year:

Next Four Years:

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Date: June 11, 2025

Reviewed By: PH

Budget Director

Date: 6/12/25

ACT NO. 2025- _____

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Eastchester Fire District for the Eastchester Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

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

Section 1. The County of Westchester ("Westchester") acting by and through its Department of Emergency Services (the "Department") is hereby authorized to enter into an Intermunicipal Agreement ("IMA") with Eastchester Fire District, whereby the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA upon thirty (30)days prior written notice.

§2. In consideration for the license, the Fire District agrees to pay the County the sum of ($1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in responding to hazardous materials incidents in Westchester pursuant to the County Fire Mutual Aid Plan, and the WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in his/her sole discretion.

§3. When not in use, the Fire District shall store the WMD Vehicle at one of its fire houses located at: (1) Eastchester Headquarters, 255 Main Street, Eastchester New York 10709, (2) Eastchester Station 2, 25 Underhill Street, Tuckahoe, New York 10708, (3) Eastchester Station 3, Poplar Street, Bronxville, New York 10708, (4) Eastchester Station 4, Oregon Road, Eastchester, New York 10709; (5) Eastchester Station 5, 31 Wilmot Road, Scarsdale, New York 10582.

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

§5. This Act shall take effect immediately.

THE INTERMUNICIPAL AGREEMENT made _____, 2025 by and between:

THE COUNTY OF WESTCHESTER, acting by and through its Department of Emergency Services (the "Department"), 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 referred to as the "County").

and

EASTCHESTER FIRE DISTRICT, a district corporation of the State of New York, having an office and place of business at 255 Main Street, Eastchester, New York 10709 (hereafter referred to as the "Fire District")

(The "County" and the "Fire District" may be referred to collectively as the "Parties" or individually as a "Party").

WITNESSETH:

WHEREAS, the Fire District participates in the County's Fire Mutual Aid Plan, which may be amended from time to time by the Commissioner of the Department (the "Plan"); and

WHEREAS, pursuant to the Plan, the Fire District participates in Weapons of Mass Destruction ("WMD") Squad 3, which serves as an additional hazardous materials response resource in the County of Westchester, New York; and

WHEREAS, on or about October 1, 2020 and October 18, 2021, the County entered into grant agreements (collectively the "Grant Agreements") with the New York State Department of Homeland Security and Emergency Services ("DHSES") to accept federal grant funds to (1) prevent terrorist attacks and mitigate against man-made and natural hazards; (2) protect the people of New York, its critical infrastructure and key resources; and (3) prepare to respond to and recover from both man-made and natural disasters; and

WHEREAS, through the Grant Agreements, the County purchased, among other things, WMD Squad vehicle(s); and

WHEREAS, the Fire District desires to use one of the County's WMD Squad Vehicles for purposes of responding to hazardous materials incidents; and

WHEREAS, the County desires to lease one of the County's WMD Squad Vehicles to the Fire District according to the terms set forth herein; and

NOW, THEREFORE, the Parties hereto in consideration of the mutual covenants, agreements, terms and conditions herein set forth do agree as follows:

1. WMD Vehicle: (a): The County hereby leases to the Fire District, the County's WMD Squad Vehicle ("WMD Vehicle"), as further described in Schedule "**A**" annexed hereto and made a part hereof.

(b) The Fire District shall use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan. No other authorized use of the WMD Vehicle is permitted, absent any further written notice by the Commissioner of the Department, or his/her authorized designee (the "Commissioner").

When not in use by the Fire District, the Fire District agrees to store the WMD Vehicle at one of the following locations owned and operated by the Fire District:

1. Eastchester Headquarters
255 Main Street
Eastchester 10709
SBL 69./5/5

2. Eastchester Station 2
25 Underhill Street
Tuckahoe 10708
SBL 33./3/29

3. Eastchester Station 3
Poplar Street
Bronxville 10708
SBL 6.G/3/21.A

4. Eastchester Station 4

Oregon Road
Eastchester
SBL 80.J/3/19

5.Eastchester Station 5
31 Wilmot Road
Scarsdale 10582
SBL 61./4/37

(collectively, the "Properties").

The Fire District shall protect the WMD Vehicle from weather and like elements by housing it inside one of the fire houses bays located at one of the Properties. The County understands that the Fire District, from time to time, may need to park the WMD Vehicle outside the fire house bays located on one of the Properties, however, the Fire District will use best efforts to limit the amount of time that the WMD Vehicle is parked outside.

(c) Under the supervision of the County, the Fire District shall relocate the hazardous materials decontamination equipment currently located in a trailer at the Eastchester Fire District Station(s), into the WMD Vehicle. The Parties acknowledge that the Parties will be entering into a separate agreement regarding the hazardous materials decontamination equipment, which shall include an inventory of said equipment that will be stored in the WMD Vehicle, subject to receiving all necessary legal approvals.

(d) The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the WMD Vehicle or any part thereof, including but not limited to, the WMD Vehicle durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the WMD Vehicle. The WMD Vehicle shall be tendered and accepted in its present "as is" condition.

(e) The Fire District agrees and shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle (collectively, the "Firefighter Operators" and individually the "Firefighter Operator"), in accordance with the terms of this Agreement and all applicable requirements and laws.

(f) Each Firefighter Operator shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the Firefighter Operator being authorized by the County to operate the WMD Vehicle, and shall comply with all requirements established by the County's Director of Risk Management. Each Firefighter Operator shall complete all forms and provide all information required by the County Office of Risk Management, including, but not limited to submitting a valid New York Driver's License, a signed authorization to obtain a drivers abstract from each Firefighter Operator, and a completed "Request for Approval to Drive an Official County Vehicle" form, which is attached hereto as Schedule "**D**".

(g) The Fire District agrees and shall ensure that each Firefighter Operator complies with the Westchester County Executive Order No. 8-1998, prior to operating the WMD Vehicle.

(h) The Fire District agrees and shall ensure that the Fire District and each Firefighter Operator complies with all applicable terms and conditions of the Westchester County Drivers Manual, as it may be amended from time to time (the "Manual"), the current version of which is attached hereto and made a part hereof as Schedule "**C**". The Fire District shall provide each Firefighter Operator with a copy of the Manual, and a copy of the Manual shall remain in the WMD Vehicle at all times.

The Fire District shall notify all Firefighter Operators that use of the WMD Vehicle in violation of the terms and conditions of the Manual will result in the immediate suspension of such Firefighter Operator's privilege to drive the WMD Vehicle and appropriate disciplinary action. In the event the Fire District learns of unauthorized use of the WMD Vehicle by its Firefighter Operator, the Fire District shall promptly take appropriate disciplinary action against such firefighter to enforce the Manual. Lack of timely enforcement of the Manual by the Fire District will be grounds for termination of this Agreement by the County.

(i) The Fire District shall verify that each Firefighter Operator has fulfilled all training requirements in accordance with all federal, state and County requirements, and applicable laws and regulations.

(j) The Fire District shall provide the Commissioner with a written list of Firefighter Operators who have complied with (f), (g) and (h) above and provide the Commissioner with any information or documentation that may be reasonably requested by the Commissioner (the "List"). The Commissioner reserves the right in the Commissioner's sole discretion, to remove any person from the list or to suspend and/or not permit any person named on the List, to operate the WMD Vehicle. The Fire District understands that only person(s) on the List may operate the WMD Vehicle. The Fire District shall notify the County within thirty (30) days of a Firefighter Operator being separated from the Fire District, whether by retirement, resignation, termination or otherwise.

The Fire District shall notify the County if it wishes to add a Firefighter Operator to the List and shall provide the Commissioner with an updated List for his/her approval.

(k) The WMD Vehicle keys shall be stored in a secure location either inside the dispatch room/radio room or office area in the firehouse where the WMD Vehicle is located. The Fire District agrees and understands that only authorized person(s) shall have access to the WMD Vehicle.

2. Emergency use by County: Notwithstanding anything herein to the contrary, the WMD Vehicle must be made immediately available to the County in the event of an emergency. The existence of an emergency shall be determined by the Commissioner in the Commissioner's sole discretion and shall include, but not be limited to, riots, floods and transportation strikes, natural disasters, wherever they may occur. In the event the Fire District is answering a call which requires the use of the WMD Vehicle and it is during the time the Commissioner has determined an emergency exists requiring the return of the WMD Vehicle to the County, the Fire District agrees to use its best efforts to return the WMD Vehicle to the County in a prompt and timely fashion and in so doing shall notify the Commissioner of the anticipated time of return.

3. Term: The term of this Agreement shall commence retroactively on January 1, 2025, and expire on December 31, 2029 (the "Term"), unless terminated sooner as hereinafter provided.

4. Termination: (a) In the event Fire District defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon ten (10) days written notice to the Fire District provided however, that the Fire District may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by Fire District, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to Fire District.

(b) Either Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days written notice to the other, when it deems termination to be in its best interest.

(c) Upon termination or expiration of this Agreement, all right(s) of the Fire District to use WMD Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but the Fire District shall remain liable as herein provided.

Immediately upon expiration or termination of this Agreement, the Fire District shall, at its sole cost and expense, at the request of the County, deliver possession of the WMD Vehicle to the County at any location within the County as the County may designate whereupon the Fire District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the Fire District. For the purpose of delivering possession of the WMD Vehicle, in working condition and available for the County's use, to the County as above required, the Fire District shall, at its own expense and cost:

(i) remove all of its own personal property from the WMD Vehicle, in a timely fashion, prior to the County taking possession. Any personal property of the Fire District, its officers, employees, agents,

independent contractors and/or subcontractors, not removed by the Fire District upon expiration or termination or after notice by the County to so remove, shall be deemed to be abandoned and may be removed and disposed of by the County, at the sole cost of the Fire District, provided that the County shall have no affirmative obligation to remove such property; and

(ii) forthwith deliver such WMD Vehicle to a location within the County as the County may designate in a complete and operable condition.

If the Fire District fails to deliver or make the WMD Vehicle available as set forth above, the County shall have the right to take possession of the WMD Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located. The County shall have the right to recover from the Fire District any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement, and the Fire District waives all claims against the County with respect to such taking of possession.

5. Consideration: In consideration for the right to use the WMD Vehicle pursuant to this lease, the Fire District agrees to pay the County the sum of ($1.00) dollar per annum of the Term. As additional consideration for this lease, the Fire District agrees to use the WMD Vehicle in connection to responding to hazardous materials incidents pursuant to the Plan. No payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with this Agreement.

6. Title: The County will maintain all right, title and interest to the WMD Vehicle. The County shall cause the WMD Vehicle to be delivered to the Fire District within ten (10) days of execution of this Agreement. The Fire District agrees that it shall not transfer the WMD Vehicle.

7. **Maintenance & Repair:** (a) The Fire District, at its sole cost and expense, shall (i) keep the Properties and the fixtures and equipment thereon clean, safe and in good order, and (ii) make all repairs necessary to keep the Properties in a clean, safe and good condition. In addition, Fire District, at its sole cost and expense, shall be responsible to keep the area where the WMD Vehicle is located free of snow, ice, dirt, rubbish, and/or any other obstacles.

(b) The County shall be responsible for the maintenance and repair of the WMD Vehicle and its equipment provided the maintenance or repair arises out of the normal use of the WMD Vehicle and not as a result of the Fire District's misuse. In the event the maintenance or repair or alteration is due to the Fire District's misuse, as the reasonable and good faith determination of the Commissioner, the Fire District shall be responsible to perform the maintenance or repair of the WMD Vehicle and return it to a condition similar to that in which it was received by the Fire District at the commencement of this Agreement.

(c) No markings, other than those the County places on the WMD Vehicle, are permitted. No exterior or interior advertising may be placed upon WMD Vehicle.

(d) The Fire District shall notify the County immediately upon knowledge of the need for a repair and indicate the repair so required.

(e) The design, quality and component part of any and all repairs shall conform to all applicable requirements and to all applicable standards. Rebuilt parts or units must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts or rebuilt parts equal to or better than those originally installed in the WMD Vehicle.

All work carried out by the Fire District, its officers, employees, agents, independent contractors and/or subcontractors to the WMD Vehicle shall in all respects be in accordance with current industry standards and trade practices, if any. No work to the WMD Vehicle shall be authorized unless the Fire District provides written notice to the Commissioner and the Fire District receives written confirmation from the Commissioner approving the work to be undertaken.

In the event of a dispute regarding maintenance, or alteration or repairs of the WMD Vehicle, the reasonable and good faith determination of the Commissioner shall be final.

(f) The County shall be responsible for the payments for any charges, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the WMD Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against the Fire District or the County. In addition, the County shall pay all expenses, including titling, in connection with the use and operation of the WMD Vehicle during the term of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof. The Fire District shall schedule with the Commissioner and bring the WMD Vehicle to the County at a time and location designated by the Commissioner for inspection, repair, maintenance, and fueling.

(g) The Fire District shall maintain the WMD Vehicle in a manner whereby the WMD Vehicle and its equipment shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the WMD Vehicle. In addition, the interior of the WMD Vehicle must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

(h) The Commissioner may reasonably order repairs to be made at any time to ensure that the WMD Vehicle is safe and dependable in accordance with the requirements of this Agreement, and, in such a case, the Fire District shall deliver the WMD Vehicle to the County as required by the Commissioner in order to carry out such repairs.

(i) The Fire District shall inspect the WMD Vehicle daily to make sure it is operational.

(j) Should the WMD Vehicle require repair, including, but not limited to motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, the Parties shall use their best efforts to, within ten (10) days get the WMD Vehicle inspected by an insurance adjuster. Once the WMD Vehicle has

been so inspected, the Fire District will take all necessary steps to have the WMD Vehicle repaired through the insurance, including, but not limited to, reporting the accident or claim, getting repair estimates, providing all necessary details and statements, getting the WMD Vehicle repaired and closing the claim.

(k) It is understood by the Parties hereto that New York General Municipal Law §209(2) provides that loss or damage to, or expenses incurred in operation of equipment used in answering a call for assistance, is a charge against and paid by the requesting entity. The Fire District shall work with the County and take any and all action that is required to be taken in order to preserve a claim against a third party for loss or damage to, or expenses incurred in the operation of the WMD Vehicle in answering a call for assistance or a call for mutual aid.

(l) Fire District shall not perform any material alteration to the WMD Vehicle or its equipment without the County's prior written consent. All alterations made to the WMD Vehicle, in particular such alterations which are meant to be permanently affixed to the WMD Vehicle, shall become part of the WMD Vehicle, and belong to the County. All such alterations shall be reported to the County. If the County consents, any alterations may be removed from the WMD Vehicle prior to their return to County upon the termination of this Agreement, and any damage caused as a result of the removal of the alteration shall be repaired by the Fire District at its sole cost and expense.

(m) If the WMD Vehicle is in any manner improperly maintained, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the WMD Vehicle with or without a court order or other process of law, wherever the WMD Vehicle is located, and effectuate the necessary repairs. The Fire District waives any and all claims against the County with respect to such taking of possession and agrees to remit to the County the cost of any repairs within thirty (30) days of receipt of a County claim therefor.

(n) Fire District shall not make any claims against the County whatsoever by reason of damage or loss of the WMD Vehicle or any part(s) thereof, or by reason of any interruption,

from whatever cause, in the use, operation or possession of the WMD Vehicle or any part(s) thereof.

8. Inspection. The County or its authorized representative, shall have the right to enter the Properties at any time to inspect the WMD Vehicle as well as all relevant books, data and records related to the use and maintenance of the WMD Vehicle and this Agreement. The Fire District shall also permit inspection of same by any federal, state or municipal officer having jurisdiction. The County, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection, unless caused by the Fire District's misuse in which case, the Fire District shall promptly remedy such violation.

The County reserves the right to designate a specific time and place for inspection and registration of the WMD Vehicle. The Fire District shall comply with any such direction from the County.

The County shall maintain the WMD Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. The County shall be responsible for all costs incurred in enabling the WMD Vehicle to successfully pass inspection. The County shall comply with all governmental laws, regulations and rules with respect to the maintenance of the WMD Vehicle.

9. Wear and Tear: On expiration or termination of this Agreement, the Fire District shall return possession of the WMD Vehicle to the County, complete and operable, normal wear and tear expected.

10. Insurance and Indemnification: (a) The Fire District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule **"B"**, 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 **"B"**, the Fire District agrees:

(i) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Fire District 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 Fire District or third parties under the direction or control of the Fire District; and

(ii) 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

(iii) in the event the Fire District 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 Fire District 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.

(b) The Fire District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the Fire District may have, the Fire District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

11. Compliance with Laws: The Fire District shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinance and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") affecting the conduct of its activities in connection with this Agreement. Without limiting the generality of the foregoing, the Fire District further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, including the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law,

Federal Social Security Law 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 any other applicable federal, state or local rules and regulations and all amendments and additions thereto as such may be applicable to the activities that are permitted under this Agreement.

12. Risk of Operation: The Fire District represents that it has examined the WMD Vehicle and has determined it to be suitable for its intended use. The Fire District bears all risk of loss in connection with the use of the WMD Vehicle while under its care, custody and control, and expressly releases the County from any and all liability to it, except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence or the intentional acts of the County.

13. No Liens. The Fire District shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this Agreement or any other document deemed desirable by the County to protect the County's title to the WMD Vehicle. The Fire District shall keep the WMD Vehicle free and clear of all levies, liens and encumbrances.

14. Notices: 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 delivery, or sent by facsimile (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 Fire District:

Eastchester Fire District
C/O Board of Fire Commissioners
255 Main Street
Eastchester, New York 10709

To the County:

Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

With copies to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains. New York 10601

15. Audits & Reports: (a) The Fire District agrees to utilize the WMD Vehicle only for the purposes and activities set forth in this Agreement and shall keep an accurate accounting of the WMD Vehicle and equipment contained therein received pursuant to this Agreement and the purpose for which the WMD Vehicle has been used by the Fire District. The Fire District will allow the County, the State and pertinent federal agencies to conduct periodic visits for the purposes of inspection, inventory of the WMD Vehicle and equipment contained therein and auditing the records required hereunder. The Fire District shall establish and maintain complete and accurate written records, documents, reports, accounts and any other such writing relating to its possession and use of all WMD Vehicle provided pursuant to this Agreement. These records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

(b) The Fire District shall prepare and deliver to the Commissioner at least annually, or as requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency. Such information shall include, without limitation, the mileage of the WMD Vehicle, the number of passengers using the WMD Vehicle. Fire District shall conform its reports to any format reasonable requested by the Department. The Fire District shall complete any forms necessary for the County to report to the State or federal government with regard to the WMD Vehicle under the Grants Agreement.

16. Assignment: The Fire District shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent

of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County shall be null and void.

17. Non-Discrimination: The Fire District 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 Fire District 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.

18. Remedies Cumulative: The 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 for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any performance 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.

19. Entire Agreement: 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 term 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.

20. Counterparts: 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.

21. Choice of Law & Venue: This Agreement shall be governed, 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.

22. Severability: 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. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same. The use of headings is for the convenience of the Parties and are not deemed part of the Agreement.

23. Recitals and Headings: The recitals are hereby incorporated by reference. The headings herein are inserted for the convenience of the parties only and shall not be deemed to be a part of this Agreement.

24. Approval: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Fire District and the County hereto have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____

Susan Spear
Commissioner,
Department Emergency Services

EASTCHESTER FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Fire District's Board on the _____ day of _____, 2025.

Authorized by the Westchester County Board of Legislators by Act No. duly adopted on the day of , 2025.

Approved:
:

_____
Assistant County Attorney
The County of Westchester
k/bara/DES/2024 EASTCHESTER Fire District AGR CON134877

FIRE DISTRICT'S ACKNOWLEDGMENT

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
(Fire District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) *(Name of Fire District)*

(the "Fire District") 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 _____ who signed said
(*Person executing agreement*)

agreement on behalf of the Fire District was, at the time of execution _____of
(Title of such person),

the Fire District, that said agreement was duly signed for on behalf of said Fire District 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, 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/she is the _____ of said municipal corporation.
(*Title*)

_____
Notary Public County

SCHEDULE "A"

DESCRIPTION OF VEHICLE

MAKE:

MODEL:

YEAR:

VIN #

NEW YORK PLATE:

DRAFT

SCHEUDLE "B"

STANDARD INSURANCE PROVISIONS
(Fire District)

1. Prior to commencing work, and throughout the term of the Agreement, the Fire District 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. The Fire District 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 Fire District 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 Fire District 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 Fire District 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 Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District 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 the Fire District'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 Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District 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 Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Fire District 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) Full Commercial Auto Coverage consisting of Physical Damage on a direct and primary basis and Auto Liability coverage, respectively providing Comprehensive, Collision, and Auto Liability insurance. Auto 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 $5,000,000, unless otherwise indicated in the contract specifications. Uninsured and Underinsured coverage matching the insured's minimum auto liability limit, as well as mandatory Personal Injury Protection (PIP) must be provided. Auto coverage must be provided by way of a primary& noncontributory policy endorsement. 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 Fire District 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 Fire District.

DRAFT

SCHEUDLE "C"

[INSERT WESTCHESTER COUNTY DRIVERS MANUAL, STARTING ON NEXT PAGE]

DRAFT

SCHEUDLE "D"

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

DRAFT

Westchester gov.com

DEPARTMENT OF LAW, Division Of Risk Management

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

Kandy Davenport
Director of Risk Management
MOB I Suite 241

Please send to rmou@westchestergov.com 914-995-2740

Departmental Administrative Unit - • Complete This Section

From: _____ Phone #: _____

Department: _____ Fax #: _____

Return Address: _____

Contractor: _____ *LGFS CODE* _____ *DEPT. CODE* _____

Contract Number: _____ *Contract Name: PSEF- Public Safety Emergency Force*

Term of Contract: _____ *to* _____ *Account Codes:* *388800*

Please attach letter from the County Executive's Office – Executive Order No. 8-1998

CONTRACTOR INFORMATION

I AUTHORIZE THE COUNTY OF WESTCHESTER / OFFICE OF RISK MANAGEMENT TO OBTAIN AND MONITOR MY DRIVING RECORD FOR THE TERM OF THIS CONTACT

_____
SIGNATURE

Name: _____
Last First Initial

Address: _____

_____

Date of Birth: ____ / ____ / ____ **Sex:** Male: ____ Female: ____

Last four digits of your of your Social Security # ____

NYS Driver's License # ☐☐☐☐☐☐☐☐☐

APPROVED

DENIED

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if approved, would authorize the County of Westchester ("County") acting by and through its Department of Emergency Services (the "Department") to enter into an intermunicipal agreement ("IMA") with Fairview Fire District ("Fire District"), pursuant to which the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") to respond to hazardous material incidents pursuant to the County's Fire Mutual Aid Plan (the "Plan").

The term of the proposed IMA is five (5) years, commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of ($1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who

operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its two fire houses located at 19 Rosemont Boulevard, White Plains, New York 10607 and / or 290 Worthington Road, White Plains, New York 10607.

The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in her/his sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle, and shall be responsible for the maintenance and repair of the WMD Vehicle.

The proposed IMA 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.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON

Budget & Appropriations	Public Safety

C/mb/6/9/25

FISCAL IMPACT STATEMENT

SUBJECT: Fairview Fire District [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 $ -

Total Current Year Revenue $ 1

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 101 20 1000 9289

2025: $1.00, 2026: $1.00, 2027: $1.00, 2028: $1.00, and 2029: $1.00

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount $1

Describe: IMA with Fairview Fire District to grant a lease to the District to use the County's WMD Squad Vehicle to respond to hazardous materials incidents as per the County's Fire Mutual Aid Plan

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

Current Year:

Next Four Years:

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Date: June 11, 2025

Reviewed By: PH

Budget Director

Date: 6/12/25

ACT NO. 2025- _____

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Fairview Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

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

Section 1. The County of Westchester ("Westchester") acting by and through its Department of Emergency Services (the "Department") is hereby authorized to enter into an Intermunicipal Agreement ("IMA") with Fairview Fire District, whereby the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA upon thirty (30)days prior written notice.

§2. In consideration for the license, the Fire District agrees to pay the County the sum of ($1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in responding to hazardous materials incidents in Westchester pursuant to the County Fire Mutual Aid Plan, and the WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in her/his sole discretion.

§3. When not in use, the Fire District shall store the WMD Vehicle at one of its two fire houses located at 19 Rosemont Boulevard, White Plains, New York 10607 and / or 290 Worthington Road, White Plains, New York 10607.

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

§5. This Act shall take effect immediately.

THE INTERMUNICIPAL AGREEMENT made _____, 2025 by and between:

THE COUNTY OF WESTCHESTER, acting by and through its Department of Emergency Services (the "Department"), 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 referred to as the "County").

and

FAIRVIEW FIRE DISTRICT, a district corporation of the State of New York, having an office and place of business at 19 Rosemont Blvd, White Plains, New York 10607 (hereafter referred to as the "Fire District")

(The "County" and the "Fire District" may be referred to collectively as the "Parties" or individually as a "Party").

WITNESSETH:

WHEREAS, the Fire District participates in the County's Fire Mutual Aid Plan, which may be amended from time to time by the Commissioner of the Department (the "Plan"); and

WHEREAS, pursuant to the Plan, the Fire District participates in Weapons of Mass Destruction ("WMD") Squad 6, which serves as an additional hazardous materials response resource in the County of Westchester, New York; and

WHEREAS, on or about October 1, 2020 and October 18, 2021, the County entered into grant agreements (collectively the "Grant Agreements") with the New York State Department of Homeland Security and Emergency Services ("DHSES") to accept federal grant funds to (1) prevent terrorist attacks and mitigate against man-made and natural hazards; (2) protect the people of New York, its critical infrastructure and key resources; and (3) prepare to respond to and recover from both man-made and natural disasters; and

WHEREAS, through the Grant Agreements, the County purchased, among other things, WMD Squad vehicle(s); and

WHEREAS, the Fire District desires to use one of the County's WMD Squad Vehicles for purposes of responding to hazardous materials incidents; and

WHEREAS, the County desires to lease one of the County's WMD Squad Vehicles to the Fire District according to the terms set forth herein; and

NOW, THEREFORE, the Parties hereto in consideration of the mutual covenants, agreements, terms and conditions herein set forth do agree as follows:

1. WMD Vehicle: (a): The County hereby leases to the Fire District the County's WMD Squad Vehicle ("WMD Vehicle"), as further described in Schedule "**A**" annexed hereto and made a part hereof.

(b) The Fire District shall use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan. No other authorized use of the WMD Vehicle is permitted, absent any further written notice by the Commissioner of the Department, or his/her authorized designee (the "Commissioner").

When not in use by the Fire District, the Fire District agrees to store the WMD Vehicle at one of the following locations owned and operated by the Fire District:

Fairview Fire District Headquarters
19 Rosemont Blvd
White Plains, New York 10607
SBL: 7.490-301-13

or

Fairview Fire District Station 2
290 Worthington Road
White Plains, New York 10607
SBL: 7.520-319-1.SG and 7.520-319-1.SE

(collectively, the "Properties").

The Fire District shall protect the WMD Vehicle from weather and like elements by housing it inside one of the fire houses bays located at one of the Properties. The County understands that the Fire District, from time to time, may need to park the WMD Vehicle outside the fire house bays located on one of the Properties, however, the Fire District will use best efforts to limit the amount of time that the WMD Vehicle is parked outside.

(c) Under the supervision of the County, the Fire District shall relocate the hazardous materials decontamination equipment currently located in a trailer at the Fairview Fire District Station 2, into the WMD Vehicle. The Parties acknowledge that the Parties will be entering into a separate agreement regarding the hazardous materials decontamination equipment, which shall include an inventory of said equipment that will be stored in the WMD Vehicle, subject to receiving all necessary legal approvals.

(d) The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the WMD Vehicle or any part thereof, including but not limited to, the WMD Vehicle durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the WMD Vehicle. The WMD Vehicle shall be tendered and accepted in its present "as is" condition.

(e) The Fire District agrees and shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle (collectively, the "Firefighter Operators" and individually the "Firefighter Operator"), in accordance with the terms of this Agreement and all applicable requirements and laws.

(f) Each Firefighter Operator shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the Firefighter Operator being authorized by the County to operate the WMD Vehicle, and shall comply with all requirements established by the County's Director of Risk Management. Each Firefighter Operator shall complete all forms and provide all information required by the County Office of Risk Management, including, but not limited to submitting a valid New York Driver's License, a signed authorization to obtain a drivers abstract from each Firefighter Operator, and a completed

"Request for Approval to Drive an Official County Vehicle" form, which is attached hereto as Schedule "**D**".

(g) The Fire District agrees and shall ensure that each Firefighter Operator complies with the Westchester County Executive Order No. 8-1998, prior to operating the WMD Vehicle.

(h) The Fire District agrees and shall ensure that the Fire District and each Firefighter Operator complies with all applicable terms and conditions of the Westchester County Drivers Manual, as it may be amended from time to time (the "Manual"), the current version of which is attached hereto and made a part hereof as Schedule "**C**". The Fire District shall provide each Firefighter Operator with a copy of the Manual, and a copy of the Manual shall remain in the WMD Vehicle at all times.

The Fire District shall notify all Firefighter Operators that use of the WMD Vehicle in violation of the terms and conditions of the Manual will result in the immediate suspension of such Firefighter Operator's privilege to drive the WMD Vehicle and appropriate disciplinary action. In the event the Fire District learns of unauthorized use of the WMD Vehicle by its Firefighter Operator, the Fire District shall promptly take appropriate disciplinary action against such firefighter to enforce the Manual. Lack of timely enforcement of the Manual by the Fire District will be grounds for termination of this Agreement by the County.

(i) The Fire District shall verify that each Firefighter Operator has fulfilled all training requirements in accordance with all federal, state and County requirements, and applicable laws and regulations.

(j) The Fire District shall provide the Commissioner with a written list of Firefighter Operators who have complied with (f), (g) and (h) above and provide the Commissioner with any information or documentation that may be reasonably requested by the Commissioner (the "List"). The Commissioner reserves the right in the Commissioner's sole discretion, to remove any person from the list or to suspend and/or not permit any person named on the List, to operate the WMD Vehicle. The Fire District understands that only person(s) on the List may operate the WMD Vehicle. The Fire District shall notify the County within thirty (30) days of a Firefighter

Operator being separated from the Fire District, whether by retirement, resignation, termination or otherwise.

The Fire District shall notify the County if it wishes to add a Firefighter Operator to the List and shall provide the Commissioner with an updated List for his/her approval.

(k) The WMD Vehicle keys shall be stored in a secure location either inside the dispatch room/radio room or office area in the firehouse where the WMD Vehicle is located. The Fire District agrees and understands that only authorized person(s) shall have access to the WMD Vehicle.

2. Emergency use by County: Notwithstanding anything herein to the contrary, the WMD Vehicle must be made immediately available to the County in the event of an emergency. The existence of an emergency shall be determined by the Commissioner in her sole discretion and shall include, but not be limited to, riots, floods and transportation strikes, natural disasters, wherever they may occur. In the event the Fire District is answering a call which requires the use of the WMD Vehicle and it is during the time the Commissioner has determined an emergency exists requiring the return of the WMD Vehicle to the County, the Fire District agrees to use its best efforts to return the WMD Vehicle to the County in a prompt and timely fashion and in so doing shall notify the Commissioner of the anticipated time of return.

3. Term: The term of this Agreement shall commence retroactively on January 1, 2025, and expire on December 31, 2029 (the "Term"), unless terminated sooner as hereinafter provided.

4. Termination: (a) In the event Fire District defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon ten (10) days written notice to the Fire District provided however, that the Fire District may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to

affect such cure. Upon a second default by Fire District, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to Fire District.

(b) Either Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days written notice to the other, when it deems termination to be in its best interest.

(c) Upon termination or expiration of this Agreement, all right(s) of the Fire District to use WMD Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but the Fire District shall remain liable as herein provided.

Immediately upon expiration or termination of this Agreement, the Fire District shall, at its sole cost and expense, at the request of the County, deliver possession of the WMD Vehicle to the County at any location within the County as the County may designate whereupon the Fire District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the Fire District. For the purpose of delivering possession of the WMD Vehicle, in working condition and available for the County's use, to the County as above required, the Fire District shall, at its own expense and cost:

(i) remove all of its own personal property from the WMD Vehicle, in a timely fashion, prior to the County taking possession. Any personal property of the Fire District, its officers, employees, agents, independent contractors and/or subcontractors, not removed by the Fire District upon expiration or termination or after notice by the County to so remove, shall be deemed to be abandoned and may be removed and disposed of by the County, at the sole cost of the Fire District, provided that the County shall have no affirmative obligation to remove such property; and

(ii) forthwith deliver such WMD Vehicle to a location within the County as the County may designate in a complete and operable condition.

If the Fire District fails to deliver or make the WMD Vehicle available as set forth above, the County shall have the right to take possession of the WMD Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located. The County shall have the right to recover from the Fire District any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement, and the Fire District waives all claims against the County with respect to such taking of possession.

5. Consideration: In consideration for the right to use the WMD Vehicle pursuant to this lease, the Fire District agrees to pay the County the sum of ($1.00) dollar per annum of the Term. As additional consideration for this lease, the Fire District agrees to use the WMD Vehicle in connection to responding to hazardous materials incidents pursuant to the Plan. No payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with this Agreement.

6. Title: The County will maintain all right, title and interest to the WMD Vehicle. The County shall cause the WMD Vehicle to be delivered to the Fire District within ten (10) days of execution of this Agreement. The Fire District agrees that it shall not transfer the WMD Vehicle.

7. Maintenance & Repair: (a) The Fire District, at its sole cost and expense, shall (i) keep the Properties and the fixtures and equipment thereon clean, safe and in good order, and (ii) make all repairs necessary to keep the Properties in a clean, safe and good condition. In addition, Fire District, at its sole cost and expense, shall be responsible to keep the area where the WMD Vehicle is located free of snow, ice, dirt, rubbish, and/or any other obstacles.

(b) The County shall be responsible for the maintenance and repair of the WMD Vehicle and its equipment provided the maintenance or repair arises out of the normal use of the WMD Vehicle and not as a result of the Fire District's misuse. In the event the maintenance or repair,

or alteration is due to the Fire District's misuse, as the reasonable and good faith determination of the Commissioner, the Fire District shall be responsible to perform the maintenance or repair of the WMD Vehicle and return it to a condition similar to that in which it was received by the Fire District at the commencement of this Agreement.

(c) No markings, other than those the County places on the WMD Vehicle, are permitted. No exterior or interior advertising may be placed upon WMD Vehicle.

(d) The Fire District shall notify the County immediately upon knowledge of the need for a repair and indicate the repair so required.

(e) The design, quality and component part of any and all repairs shall conform to all applicable requirements and to all applicable standards. Rebuilt parts or units must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts or rebuilt parts equal to or better than those originally installed in the WMD Vehicle.

All work carried out by the Fire District, its officers, employees, agents, independent contractors and/or subcontractors to the WMD Vehicle shall in all respects be in accordance with current industry standards and trade practices, if any. No work to the WMD Vehicle shall be authorized unless the Fire District provides written notice to the Commissioner and the Fire District receives written confirmation from the Commissioner approving the work to be undertaken.

In the event of a dispute regarding maintenance or alteration or repairs of the WMD Vehicle, the reasonable and good faith determination of the Commissioner shall be final.

(f) The County shall be responsible for the payments for any charges, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the WMD Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against the Fire District or the County. In addition, the County shall pay all expenses, including titling, in connection with the use and operation of the WMD Vehicle during the term

of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof. The Fire District shall schedule with the Commissioner and bring the WMD Vehicle to the County at a time and location designated by the Commissioner for inspection, repair, maintenance, and fueling.

(g) The Fire District shall maintain the WMD Vehicle in a manner whereby the WMD Vehicle and its equipment shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the WMD Vehicle. In addition, the interior of the WMD Vehicle must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

(h) The Commissioner may reasonably order repairs to be made at any time to ensure that the WMD Vehicle is safe and dependable in accordance with the requirements of this Agreement, and, in such a case, the Fire District shall deliver the WMD Vehicle to the County as required by the Commissioner in order to carry out such repairs.

(i) The Fire District shall inspect the WMD Vehicle daily to make sure it is operational.

(j) Should the WMD Vehicle require repair, including, but not limited to motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, the Parties shall use their best efforts to, within ten (10) days get the WMD Vehicle inspected by an insurance adjuster. Once the WMD Vehicle has been so inspected, the Fire District will take all necessary steps to have the WMD Vehicle repaired through the insurance, including, but not limited to, reporting the accident or claim, getting repair estimates, providing all necessary details and statements, getting the WMD Vehicle repaired and closing the claim.

(k) It is understood by the Parties hereto that New York General Municipal Law §209(2) provides that loss or damage to, or expenses incurred in operation of equipment used in answering a call for assistance, is a charge against and paid by the requesting entity. The Fire District shall work with the County and take any and all action that is required to be

taken in order to preserve a claim against a third party for loss or damage to, or expenses incurred in the operation of the WMD Vehicle in answering a call for assistance or a call for mutual aid.

(l) Fire District shall not perform any material alteration to the WMD Vehicle or its equipment without the County's prior written consent. All alterations made to the WMD Vehicle, in particular such alterations which are meant to be permanently affixed to the WMD Vehicle, shall become part of the WMD Vehicle and belong to the County. All such alterations shall be reported to the County. If the County consents, any alterations may be removed from the WMD Vehicle prior to their return to County upon the termination of this Agreement and any damage caused as a result of the removal of the alteration shall be repaired by the Fire District at its sole cost and expense.

(m) If the WMD Vehicle is in any manner improperly maintained, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the WMD Vehicle with or without a court order or other process of law, wherever the WMD Vehicle is located, and effectuate the necessary repairs. The Fire District waives any and all claims against the County with respect to such taking of possession and agrees to remit to the County the cost of any repairs within thirty (30) days of receipt of a County claim therefor.

(n) Fire District shall not make any claims against the County whatsoever by reason of damage or loss of the WMD Vehicle or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the WMD Vehicle or any part(s) thereof.

8. Inspection. The County or its authorized representative, shall have the right to enter the Properties at any time to inspect the WMD Vehicle as well as all relevant books, data and records related to the use and maintenance of the WMD Vehicle and this Agreement. The Fire District shall also permit inspection of same by any federal, state or municipal officer having jurisdiction. The County, at its sole cost and expense, shall promptly remedy any and all

violations issued as a result of such inspection, unless caused by the Fire District's misuse in which case, the Fire District shall promptly remedy such violation.

The County reserves the right to designate a specific time and place for inspection and registration of the WMD Vehicle. The Fire District shall comply with any such direction from the County.

The County shall maintain the WMD Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. The County shall be responsible for all costs incurred in enabling the WMD Vehicle to successfully pass inspection. The County shall comply with all governmental laws, regulations and rules with respect to the maintenance of the WMD Vehicle.

9. Wear and Tear: On expiration or termination of this Agreement, the Fire District shall return possession of the WMD Vehicle to the County, complete and operable, normal wear and tear expected.

10. Insurance and Indemnification: (a) The Fire District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule **"B"**, 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 **"B"**, the Fire District agrees:

(i) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Fire District 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 Fire District or third parties under the direction or control of the Fire District; and

(ii) 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

(iii) in the event the Fire District 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 Fire District 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.

(b) The Fire District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the Fire District may have, the Fire District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

11. Compliance with Laws: The Fire District shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinance and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") affecting the conduct of its activities in connection with this Agreement. Without limiting the generality of the foregoing, the Fire District further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, including the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law 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 any other applicable federal, state or local rules and regulations and all amendments and additions thereto as such may be applicable to the activities that are permitted under this Agreement.

12. Risk of Operation: The Fire District represents that it has examined the WMD Vehicle and has determined it to be suitable for its intended use. The Fire District bears all risk

of loss in connection with the use of the WMD Vehicle while under its care, custody and control, and expressly releases the County from any and all liability to it, except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence or the intentional acts of the County.

13. No Liens. The Fire District shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this Agreement or any other document deemed desirable by the County to protect the County's title to the WMD Vehicle. The Fire District shall keep the WMD Vehicle free and clear of all levies, liens and encumbrances.

14. Notices: 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 delivery, or sent by facsimile (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 Fire District:

Fairview Fire District
C/O Board of Fire Commissioners
19 Rosemont Blvd
White Plains, New York 10607

To the County:

Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

With copies to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains. New York 10601

15. Audits & Reports: (a) The Fire District agrees to utilize the WMD Vehicle only for the purposes and activities set forth in this Agreement and shall keep an accurate accounting of the WMD Vehicle and equipment contained therein received pursuant to this Agreement and the purpose for which the WMD Vehicle has been used by the Fire District. The Fire District will allow the County, the State and pertinent federal agencies to conduct periodic visits for the purposes of inspection, inventory of the WMD Vehicle and equipment contained therein and auditing the records required hereunder. The Fire District shall establish and maintain complete and accurate written records, documents, reports, accounts and any other such writing relating to its possession and use of all WMD Vehicle provided pursuant to this Agreement. These records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

(b) The Fire District shall prepare and deliver to the Commissioner at least annually, or as requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency. Such information shall include, without limitation, the mileage of the WMD Vehicle, the number of passengers using the WMD Vehicle. Fire District shall conform its reports to any format reasonable requested by the Department. The Fire District shall complete any forms necessary for the County to report to the State or federal government with regard to the WMD Vehicle under the Grants Agreement.

16. Assignment: The Fire District shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent

of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County shall be null and void.

17. Non-Discrimination: The Fire District 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 Fire District 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.

18. Remedies Cumulative: The 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 for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any performance 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.

19. Entire Agreement: 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 term 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.

20. Counterparts: 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.

21. Choice of Law & Venue: This Agreement shall be governed, 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.

22. Severability: 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. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same. The use of headings is for the convenience of the Parties and are not deemed part of the Agreement.

23. Recitals and Headings: The recitals are hereby incorporated by reference. The headings herein are inserted for the convenience of the parties only and shall not be deemed to be a part of this Agreement.

24. Approval: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Fire District and the County hereto have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____

Susan Spear
Commissioner,
Department Emergency Services

FAIREVIEW FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Fire District's Board on the _____ day of _____, 2025.

Authorized by the Westchester County Board of Legislators by Act No. duly adopted on the day of , 2025.

Approved:

_____
Assistant County Attorney
The County of Westchester
k/bara/DES/2024 Fairview Fire District AGR ON134876

FIRE DISTRICT'S ACKNOWLEDGMENT

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
(Fire District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) *(Name of Fire District)*

(the "Fire District") 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 _____ who signed said
(Person executing agreement)

agreement on behalf of the Fire District was, at the time of execution _____of
(Title of such person),

the Fire District, that said agreement was duly signed for on behalf of said Fire District 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, 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/she is the _____ of said municipal corporation.
(Title)

_____
Notary Public County

SCHEDULE "A"

DESCRIPTION OF VEHICLE

MAKE:

MODEL:

YEAR:

VIN #

NEW YORK PLATE:

DRAFT

SCHEUDLE "B"

STANDARD INSURANCE PROVISIONS
(Fire District)

1. Prior to commencing work, and throughout the term of the Agreement, the Fire District 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. The Fire District 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 Fire District 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 Fire District 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 Fire District 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 Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District 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 the Fire District'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 Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District 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 Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Fire District 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) Full Commercial Auto Coverage consisting of Physical Damage on a direct and primary basis and Auto Liability coverage, respectively providing Comprehensive, Collision, and Auto Liability insurance. Auto 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 $5,000,000, unless otherwise indicated in the contract specifications. Uninsured and Underinsured coverage matching the insured's minimum auto liability limit, as well as mandatory Personal Injury Protection (PIP) must be provided. Auto coverage must be provided by way of a primary& noncontributory policy endorsement. 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 Fire District 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 Fire District.

DRAFT

SCHEUDLE "C"

[INSERT WESTCHESTER COUNTY DRIVERS MANUAL, STARTING ON NEXT PAGE]

DRAFT

SCHEUDLE "D"

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

DRAFT

Westchester gov.com

DEPARTMENT OF LAW, Division Of Risk Management

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

Kandy Davenport
Director of Risk Management
MOB I Suite 241

Please send to rmou@westchestergov.com 914-995-2740

Departmental Administrative Unit - • Complete This Section

From: _____ Phone #: _____

Department: _____ Fax #: _____

Return Address: _____

LGFS CODE _____

Contractor: _____ *DEPT. CODE* _____

Contract Number: _____ *Contract Name:* *PSEF- Public Safety Emergency Force*

Term of Contract: _____ *to* _____ *Account Codes:* *388800*

Please attach letter from the County Executive's Office – Executive Order No. 8-1998

CONTRACTOR INFORMATION

I AUTHORIZE THE COUNTY OF WESTCHESTER / OFFICE OF RISK MANAGEMENT TO OBTAIN AND MONITOR MY DRIVING RECORD FOR THE TERM OF THIS CONTACT

_____
SIGNATURE

Name: _____
Last First Initial

Address: _____

_____

Date of Birth: ____ / ____ / ____ **Sex:** Male: _____ Female: _____

Last four digits of your of your Social Security # ____ ____ ____

NYS Driver's License # ☐☐☐☐☐☐☐☐☐

APPROVED

DENIED

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney, recommending the enactment of an Act which, if adopted, will authorize the County of Westchester ("County") to enter into agreements with the law firms of Kaplan Kirsch, LLP ("Kaplan Kirsch") and the Wicks Group, PLLC (the "Wicks Group"), to provide legal advice to the County, in an "of counsel" capacity to the County Attorney, with respect to various issues affecting the Westchester County Airport (the "Airport"), for a one (1) year term commencing on August 1, 2025 and continuing through July 31, 2026, with the County reserving an option to renew the term of each agreement for up to five (5) additional periods of one (1) year each.

Your Committee is advised that since 2003, your Honorable Board has authorized the County to retain various law firms to provide legal counsel to the County in the highly specialized field of Airport law. These firms have provided guidance to the County concerning various legal issues affecting the Airport that require specific expertise, not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law. Most recently, your Honorable Board authorized the County Attorney to continue to retain the Wicks Group to provide legal counsel in connection with the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases. While these cases are on-going, the County Attorney continues to require the services of highly competent legal counsel to advise on other Airport-related matters. Your Committee is informed that in 2004, Kaplan Kirsch assisted the County in obtaining approval of the County's Terminal Use Procedures from the Federal Aviation Administration.

Your Committee is advised that although these legal services are exempt from the County Procurement Policy pursuant to Section 3(a)x thereof, in an effort to gauge the marketplace of available legal talent in this area, on April 1, 2025 the County Attorney issued a Request for Proposals ("RFP") seeking proposals from qualified and experienced law firms specializing in Airport law. The RFP was posted on the County website. Copies of the RFP were also sent directly to various firms. Despite these efforts, only two (2) proposals were received in response to this solicitation; one from Kaplan Kirsch and the other from the Wicks Group.

Your Committee is advised that in consideration for legal services rendered, the County will pay Kaplan Kirsch at the following hourly rates: Senior Partners and Of Counsel $750.00, Partners $700.00, Senior Counsel $625.00, Associates $500.00, Paralegals $200.00. In consideration for legal services rendered, the County will pay the Wicks Group at the blended hourly rate of $390.00 for all attorneys. Both firms will also be reimbursed, at cost, for all reasonable and necessary out of pocket expenses and disbursements. In no event will the total amount payable for both agreements exceed the sum of Two Hundred Thousand ($200,000) Dollars, in the aggregate.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed agreements does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Please refer to the memorandum from the Department of Planning dated January 12, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required.

Please note that an affirmative vote of a majority of the members of your Honorable Board is required in order to approve the attached Act. Accordingly, your Board's favorable action on the annexed Act is most respectfully urged and recommended.

Dated: July 7, , 2025
White Plains, New York

C:jpg.08.16.2025

COMMITTEES ON
Budget & Appropriations
Law & Major Contracts

Dated: July 7, 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.

Emiljana Ulaj

COMMITTEE ON

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: Airport- Legal Advice ☐ **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 $200,000

Total Current Year Revenue $ -

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund: 161 Dept: 44 Unit: 4110 Object: 4420:01

Potential Related Operating Budget Expenses: Annual Amount NTE $200,000

Describe: An Act authorizing the County to retain the law firms of Kaplan Kirsch, LLP and the Wiks Group, PLLC, to provide legal advice to the County on various issues affecting the airport for the term of August 1, 2025 to July 31, 2026 for a NTE amount of $200,000.

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: June 23, 2025

Reviewed By **Budget Director**

Date: 6/22/25

ACT NO. 2025-____

AN ACT authorizing the County of Westchester to retain the law firms of Kaplan Kirsch, LLP and the Wicks Group, PLLC, to provide legal advice to the County of Westchester, in an "of counsel" capacity to the County Attorney, with respect to various issues affecting the Westchester County Airport, for the period from August 1, 2025 through July 31, 2026, with a County option to renew the term of each agreement for five (5) additional periods of one (1) year each.

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 retain the law firms of Kaplan Kirsch, LLP ("Kaplan Kirsch") and the Wicks Group, PLLC (the "Wicks Group"), to provide legal advice to the County, in an "of counsel" capacity to the County Attorney, with respect to various issues affecting the Westchester County Airport (the "Airport"), for a one (1) year term commencing August 1, 2025 and continuing through July 31, 2026, with a County option to renew the term of each agreement for up to (5) additional periods of one (1) year each, subject to the further approval of the Board of Legislators.

§ 2. In consideration for legal services rendered, the County is authorized to pay Kaplan Kirsch at the following hourly rates: Senior Partners and Of Counsel $750.00, Partners $700.00, Senior Counsel $625.00, Associates $500.00, Paralegals $200.00. In consideration for legal services rendered, the County is authorized to pay the Wicks Group at the blended hourly rate of $390.00 for all attorneys. Both firms shall also be reimbursed, at cost, for all reasonable and necessary out of pocket expenses and disbursements. In no event shall the total amount payable for both agreements exceed the sum of Two Hundred Thousand ($200,000) Dollars, in the aggregate.

§ 3. The County Attorney, or his authorized designee, is hereby authorized to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Act.

§ 4. 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 Mt. Pleasant, more particularly described by street address and tax map designation as 120 Pollywiggle Lane, Section 106.9, Block 4, Lot 41, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at 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.

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 Mt. 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 by street address and tax map designation as 120 Pollywiggle Lane, Section 106.9, Block 4, Lot 41 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. 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 attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated March 31, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.0023% 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 of Environmental Facilities, the proposal to remove the Parcels 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 facilities 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 facilities; (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 Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators (the "Board") to alter or change the sewer districts. However, the Board may only alter or change the districts after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

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 of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said 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.

Dated: , 2025
White Plains, New York

COMMITTEE ON

C: mcz 6.20.25

FISCAL IMPACT STATEMENT

SUBJECT: 120 Pollywiggle Lane, 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 0.0023% 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 31, 2025

Reviewed By: Budget Director

Date: 6/23/25

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 MT. 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 .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 REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MT. PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED MARCH 31, 2025, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

120 POLLYWIGGLE LANE, SECTION 106.9, BLOCK 4, LOT 41; and

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

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 in the Town of Mt. 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: June 17, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF SAW MILL SANITARY SEWER DISTRICT – REMOVAL OF 120 POLLYWIGGLE LANE, 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 a 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/oav
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):

120 Polywiggle Lane, Pleasantville (Town of Mount Pleasant), Westchester County, New York (Section 106.9, Block 4, Lot 41)

Brief Description of Proposed Action:

Removal of 1 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 has no plans to extend local sewers to service this area. The parcel is 2 acres 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: White Plains	State: NY	Zip Code: 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

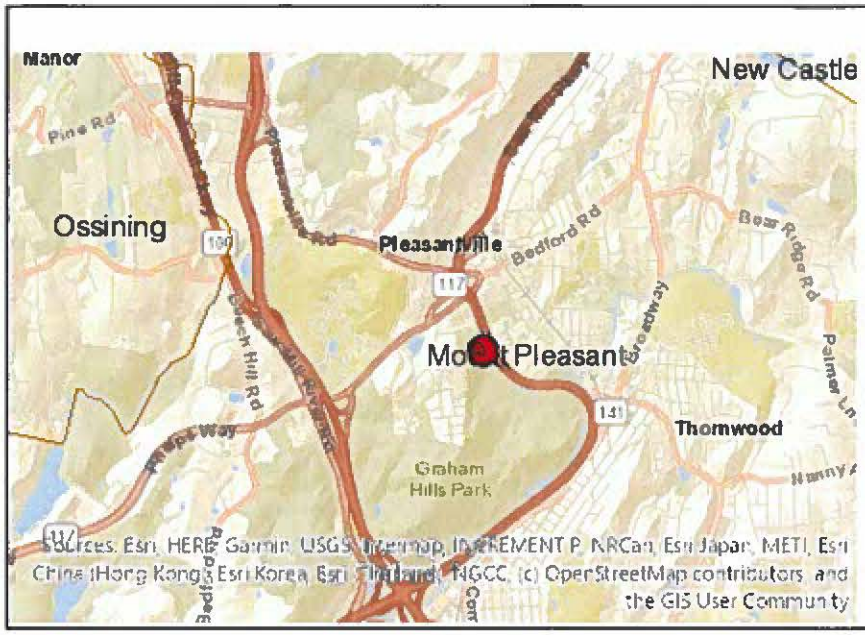
Applicant/sponsor/name: County of Westchester Date: June 17, 2025

Signature: Dan Kisge Title: Assistant Commissioner, Dept. of Planning

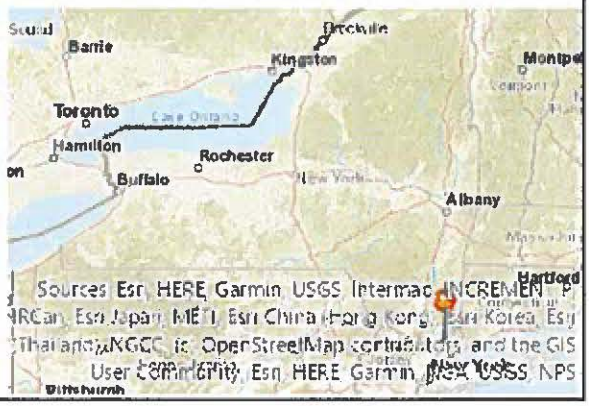
PRINT FORM

EAF Mapper Summary Report

Monday, June 16, 2025 11:28 AM



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 120 Polywiggle Ln
Date:	June 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 120 Polywiggle Ln

Date: June 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 system. 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 zoning district. Therefore, aside from one new residence that could potentially be created if the 2-acre lot were to be subdivided, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 350 feet away. The Town does not have any plans to extend its local sewer lines to serve this 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 Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 120 Pollywiggle Lane, Section 106.9, Block 4, Lot 41 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 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.

Section 3. This Act, and the assessment area of the District 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 roles 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 parcels were assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 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 Mt. Pleasant, more particularly described by street address and tax map designation as 127 Palmer Lane, Section 107.13, Block 1, Lot 39, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at 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.

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 Mt. 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 by street address and tax map designation as 127 Palmer Lane, Section 107.13, Block 1, Lot 39 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. 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 attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated March 31, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.0026% 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 of Environmental Facilities, the proposal to remove the Parcels 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 facilities 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 facilities; (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 Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators (the "Board") to alter or change the sewer districts. However, the Board may only alter or change the districts after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

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 of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said 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.

Dated: , 2025
White Plains, New York

COMMITTEE ON

C: mcz 6.20.25

Dated: July 14th, 2025

White Plains, New York

COMMITTEE ON		
Budget & Appropriations	Parks & Environment	Public Works & Transportation

FISCAL IMPACT STATEMENT

SUBJECT: 127 Palmer Lane, 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 0.0026% 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 31, 2025

Reviewed By: MW

Budget Director

Date: 6/23/25

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 MT. 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 .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 REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MT. PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED MARCH 31, 2025, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

127 PALMER LANE, SECTION 107.13, BLOCK 1, LOT 39; and

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

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 in the Town of Mt. 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: June 13, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF SAW MILL SANITATRY SEWER DISTRICT – REMOVAL OF 127 PALMER LANE, 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 a 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/oav
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):

127 Palmer Lane, Thornwood (Town of Mount Pleasant), Westchester County, New York (Section 107.13, Block 1, Lot 39)

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 has no plans to extend local sewers to service this area. The parcel is 1.3 acres 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

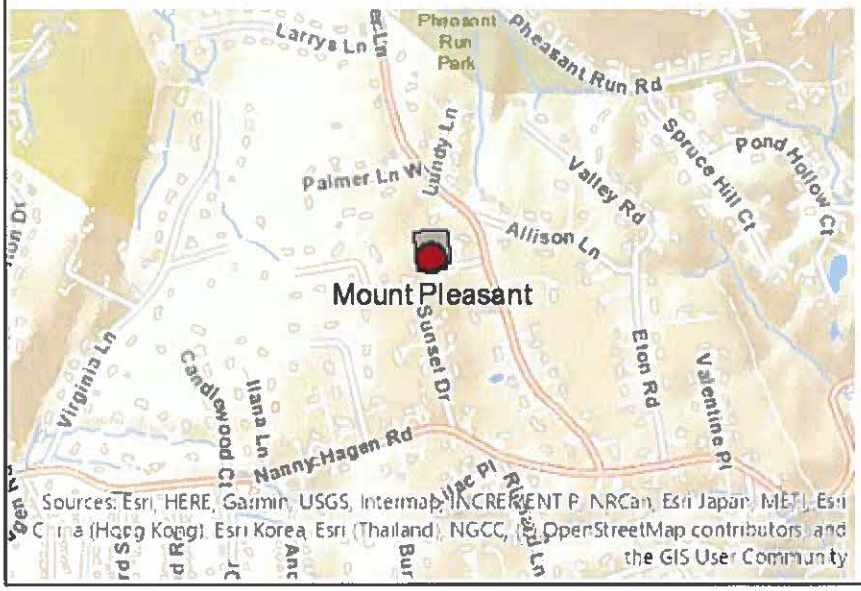
Applicant/sponsor/name: County of Westchester Date: June 13, 2025

Signature: Dan Kruge Title: Assistant Commissioner, Dept. of Planning

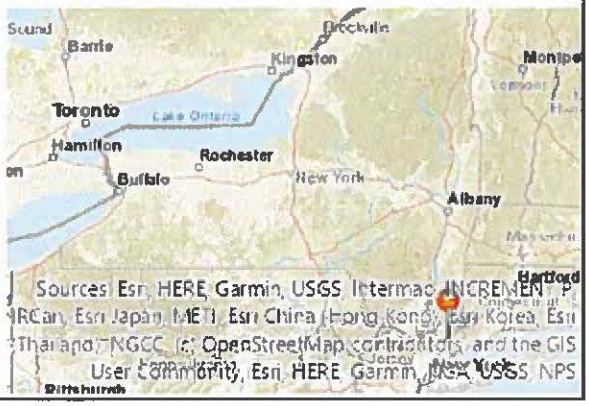
PRINT FORM

EAF Mapper Summary Report

Friday, June 13, 2025 3:02 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 127 Palmer Lane
Date:	June 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 127 Palmer Lane

Date: June 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 system. 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 600 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, their 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 Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 127 Palmer Lane, Section 107.13, Block 1, Lot 39 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 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.

Section 3. This Act, and the assessment area of the District 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 roles 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 parcels were assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. This Act shall take effect immediately.

Reference BSS19

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 $1,950,000 to finance capital project BSS19 – Infrastructure Improvements to Shelter Facilities – Grasslands Facility ("BSS19"). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the cost of infrastructure improvements to various County facilities, including façade repairs, replacement of exterior doors, drainage improvements, underground waterproofing, and rehabilitation of pavements and sidewalks at the County's Grasslands Shelter.

The Department of Social Services ("Department") has advised that BSS19 addresses a multi-year cycle of improvements at the Grasslands Facility. The current request will focus on exterior rehabilitations which are required because the building components have reached the ends of their useful lives.

Design is currently being undertaken by in-house staff and a consultant, and is expected to be completed in the second quarter of 2025. It is estimated that construction will take six months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, BSS19 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: July 7th, 2025
White Plains, New York

COMMITTEE ON

c:mg 4-4-25

Budget & Appropriations	Human Services	Public works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS19 ☐ **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 $ 1,950,000 **PPU** 15 **Anticipated Interest Rate** 3.49%

Anticipated Annual Cost (Principal and Interest): $ 169,870

Total Debt Service (Annual Cost x Term): $ 2,548,055

Finance Department: Maab Bond Buyer 6-24-25

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: 21

Prepared by: Thomas M. Rooney Jr.

Title: Reimbursement Manager

Department: Social Services

Date: 6/25/25

Reviewed By: DVB 6/25/25

Date: @ 6/25/25

Budget Director

6/25/25

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: June 13, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BSS19 Infrastructure Improvements to Shelter Facilities - Grasslands Facility**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 05/14/2025 (Unique ID: 2757)

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: 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
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BSS19

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $1,950,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS TO VARIOUS COUNTY FACILITIES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,950,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,950,000 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, $1,950,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of infrastructure improvements to various County facilities, including facade repairs, replacement of exterior doors, drainage improvements, underground waterproofing, and rehabilitation of pavements and sidewalks at the Grasslands Shelter; 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $1,950,000. The plan of financing includes the issuance of $1,950,000 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.

Section 2. The existing buildings are of at least Class "B" construction as defined by Section 11.00 a. 11. (b) of the Law, and 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 $1,950,000. 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. 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 $1,950,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS TO VARIOUS COUNTY FACILITIES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,950,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,950,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; 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 infrastructure improvements to various County facilities, including facade repairs, replacement of exterior doors, drainage improvements, underground waterproofing, and rehabilitation of pavements and sidewalks at the Grasslands Shelter; 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: $1,950,000; 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:*
BSS19		04-21-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - GRASSLANDS FACILITY	3,
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	SOCIAL SERVICES	2757

Overall Project Description

This project funds a multi-year cycle of infrastructure improvements at the Grasslands Shelter. This project funds the rehabilitation and upgrades of exterior, interior and site infrastructure which is at the end of its useful life. Infrastructure rehabilitation can include but are not limited to roof repairs, facade repairs, replacement of doors and windows, drainage improvements and underground waterproofing, rehabilitation of pavements and sidewalks, installation of additional drywells and runoff control, interior renovations, upgrade of mechanical and fire protection systems, chiller replacement, and LED lighting upgrades in common areas.

☒ 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	13,520	1,950	1,750	0	9,820	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	13,520	1,950	1,750	0	9,820	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: The bond act will fund facade repairs, replacement of exterior doors, drainage improvements to prevent building leaks, underground waterproofing, and rehabilitation of pavements and sidewalks at the Grasslands Shelter.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,950,000
Cash:	0
Total:	**$ 1,950,000**

SEQR Classification:
TYPE II

Amount Requested:
1,950,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	1,950,000	FUNDS THE RECONSTRUCTION OF THE NORTH WING AND FACADE RESTORATION
2025	1,750,000	DESIGN

Total Appropriation History:
3,700,000

Total Financing History:
0

Recommended By:

Department of Planning	**Date**
SEDR	05-14-2025
Department of Public Works	**Date**
RJB4	05-22-2025
Budget Department	**Date**
DEV9	05-22-2025
Requesting Department	**Date**
TTR1	06-03-2025

INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - GRASSLANDS FACILITY (BSS19)

User Department : Social Services

Managing Department(s) : Public Works ; Social Services ;

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	13,520	1,950		1,750		9,820			
Non County Share									
Total	13,520	1,950		1,750		9,820			

Project Description

This project funds the rehabilitation and upgrades of exterior, interior and site infrastructure which is at the end of its useful life. Infrastructure rehabilitations can include but are not limited to roof repairs, facade repairs, replacement of doors and windows, drainage improvements and underground waterproofing, rehabilitation of pavements and sidewalks, installation of additional drywells and runoff control, interior renovations, upgrade of mechanical and fire protection systems, chiller replacment, and LED lighting upgrades in common areas.

Current Year Description

The current year request funds design.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	1,750,000			1,750,000

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
2024	1,950,000	Funds the reconstruction of the North Wing and facade restoration	AWAITING BOND AUTHORIZATION
Total	1,950,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,950,000		1,950,000
Total	1,950,000		1,950,000

Reference: RB04I

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 $1,025,000.00 to finance capital project RB04I – Murray Avenue Bridge Over Community Park, Mamaroneck ("RB04I"). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the cost of planning for improvements to Murray Avenue Bridge over Community Park, Mamaroneck, including the rehabilitation of the existing structure, replacement of the brick parapet walls, asphalt approach resurfacing, waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work.

The Department of Public Works and Transportation ("Department") has advised that this bridge, which was built in 1929, has an annual daily traffic count of 3,441, is in need of rehabilitation to maintain a safe roadway for the traveling public. In 2023, the New York State Department of Transportation gave the bridge a condition rating of 4.68 and the bridge has continued to deteriorate. This 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.

Following bonding authorization, design will be scheduled and is anticipated to take eighteen (18) months. It is anticipated that the design work will be completed using consultants. Additionally, it is anticipated that construction will take approximately thirty-six (36) months and will begin after award and execution of the construction contracts, subject to construction bonding authorization by your Honorable Board.

The Department of Planning has advised your Committee that based on its review, the above-referenced capital project 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: July 7th, 2025.
White Plains, New York

COMMITTEE ON

c/mcz/6.9.25

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB04I ☐ **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 $ 1,025,000 **PPU** 5 **Anticipated Interest Rate** 2.72%

Anticipated Annual Cost (Principal and Interest): $ 22,221

Total Debt Service (Annual Cost x Term): $ 111,105

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: 11

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 6/23/25

Reviewed By: DV 6/24/25 CD 6/24/25

Budget Director

Date: 6/25/25

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

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: May 7, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RB04I MURRAY AVENUE BRIDGE OVER COMMUNITY PARK, MAMARONECK (BIN 3348250)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/10/2025 (Unique ID: 2844)

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)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

COMMENTS: The current request is for design only.

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
Maximilian Zorn, Assistant 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 RB04I

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $1,025,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR IMPROVEMENTS TO MURRAY AVENUE BRIDGE OVER COMMUNITY PARK, MAMARONECK; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,025,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,025,000 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 (the "County"), 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, $1,025,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of planning for improvements to Murray Avenue Bridge over Community Park, Mamaroneck, including the rehabilitation of the existing structure, replacement of the brick parapet walls, asphalt approach

resurfacing, waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work; 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $1,025,000. The plan of financing includes the issuance of $1,025,000 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.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 62(2^{ND}) 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 $1,025,000. 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. 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 $1,025,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR IMPROVEMENTS TO MURRAY AVENUE BRIDGE OVER COMMUNITY PARK, MAMARONECK; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,025,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,025,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; 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 planning for the improvements to Murray Avenue Bridge over Community Park, Mamaroneck, including the rehabilitation of the existing structure, replacement of the brick parapet walls, asphalt approach resurfacing, waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work; 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: $1,025,000; 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:*
RB04I		02-05-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	MURRAY AVENUE BRIDGE OVER COMMUNITY PARK, MAMARONECK (BIN 3348250)	7,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2844

Overall Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1929 and is 50' long by 260' wide.

☒ 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	9,531	1,025	0	8,506	0	0	0	0
Less Non-County Shares	3,653	0	0	3,653	0	0	0	0
Net	5,878	1,025	0	4,853	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for design associated with the rehabilitation of the existing structure including replacement of the brick parapet walls, asphalt approach resurfacing, waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,025,000
Cash:	0
Total:	**$ 1,025,000**

SEQR Classification:

Amount Requested:

1,025,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

BCR: 4.68 (2023); AADT: 3,441

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	1,025,000	DESIGN

Total Appropriation History:

1,025,000

Total Financing History:

0

Recommended By:

Department of Planning	**Date**
MLLL	04-10-2025
Department of Public Works	**Date**
RJB4	04-11-2025
Budget Department	**Date**
DEV9	04-14-2025
Requesting Department	**Date**
RJB4	04-14-2025

MURRAY AVENUE BRIDGE OVER COMMUNITY PARK, MAMARONECK (BIN 3348250) (RB04I)

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	9,531	1,025			8,506				
Non County Share	(3,653)				(3,653)				
Total	5,878	1,025			4,853				

Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1929 and is 50' long by 260' wide.

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	1,025,000	Design	AWAITING BOND AUTHORIZATION
Total	1,025,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,025,000		1,025,000
Total	1,025,000		1,025,000

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 amend an agreement (the "Agreement") to retain, at County expense, the law firm of Bleakley Platt & Schmidt, LLP (the "Firm"), pursuant to which the Firm agreed to represent the Westchester County Board of Health ("BOH"), as needed (the "Services"), in connection with the administrative matter, *In re Playland Pool (Standard Amusements)* (the "Administrative Matter"), in order to increase the not-to-exceed amount authorized thereunder by an additional $50,000.00, from $25,000.00 to $75,000.00.

As your Committee may recall, the BOH has brought administrative charges under the State and local Sanitary Code against Standard Amusements ("Standard") as the prior operator of the Playland Pool, stemming from the death that occurred in August 2024. The BOH requested legal assistance from the County Attorney in prosecuting those charges. The County also received a notice of claim from the family of the deceased, and is being defended and indemnified in that matter pursuant to the operating agreement between the County and Standard, and Standard's insurance contracts (the "Wrongful Death Matter"). Because the County Attorney's office will be involved in the monitoring of outside counsel and defense of the Wrongful Death Matter, the County Attorney determined that a conflict existed which would prevent him from providing the BOH with representation in the Administrative Matter, and that retaining outside counsel to provide such representation would be appropriate.

Accordingly, by Act No. 3-2025 (the "Act"), your Honorable Board authorized the County to enter into the Agreement with the Firm to provide the Services to the BOH in connection with the Administrative Matter, for a term commencing on December 5, 2024 and continuing until the Administrative Matter is resolved. The Act further authorized the County to pay the Firm a total amount not-to-exceed $25,000.00, payable at the rate of $375.00 per hour for the services of David Chen, Esq., and $185.00 per hour for paralegal services, as well as to

reimburse the Firm, at cost, for *reasonable and necessary* out of pocket expenses and disbursements. The Agreement was subsequently executed.

Your Committee is advised that the Administrative Matter has taken more time to adjudicate than originally expected. Consequently, the not-to-exceed cap under the Agreement will soon be depleted. In order to have sufficient funds available to continue to pay the Firm going forward, it has become necessary to increase the not-to-exceed cap by an additional $50,000.00. Accordingly, authority of your Honorable Board is respectfully requested to amend the Agreement with the Firm in order to increase the not-to-exceed amount by an additional $50,000.00, from an amount not-to-exceed $25,000.00, to a new amount not-to-exceed $75,000.00.

Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect.

Your Committee is advised that the proposed amendment to the 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 that the proposed Agreement does 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 12, 2025, which is on file with the Clerk of the Board of Legislators.

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: July 7, 2025
White Plains, New York

C:JPG-6/26/25

COMMITTEES ON

Budget & Appropriations

Law & Major Contracts

Dated: July 7, 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.

Emiljana Maj

COMMITTEE ON

Law & Major Contracts

FISCAL IMPACT STATEMENT

SUBJECT: Amend an agreement -Playland Pool ☐ **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 Increase NTE by $50K

Total Current Year Revenue $ -

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: 101_18_1000_4923

Potential Related Operating Budget Expenses: Annual Amount Increase NTE by $50K

Describe: An Act authorizing the County to amend a retainer agreement with the law firm of Bleakley Platt & Schmidt, LLP to represent the Westchester Board of Health, in connection with the administrative matter In re Playland Pool, by increasing the NTE authorized by $50,000.00.

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: June 26, 2025

Reviewed By: PH

Budget Director

Date: 6/25/25

ACT NO. 2025 - _____

AN ACT authorizing the County to amend a retainer agreement with the law firm of Bleakley Platt & Schmidt, LLP to represent the Westchester County Board of Health, as needed, in connection with the administrative matter *In re Playland Pool (Standard Amusements)*, by increasing the not-to-exceed amount authorized thereunder by $50,000.00.

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 amend a retainer agreement (the "Agreement") with the law firm of Bleakley Platt & Schmidt, LLP (the "Firm"), pursuant to which the Firm agreed to represent the Westchester County Board of Health, as needed, in connection with the administrative matter named here as *In re Playland Pool (Standard Amusements)*, in order to increase the not-to-exceed amount authorized thereunder by an additional Fifty Thousand ($50,000.00) Dollars, from an amount not-to-exceed Twenty Five Thousand ($25,000.00) Dollars, to an amount not-to-exceed Seventy-Five Thousand ($75,000.00) Dollars.

§2. Except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect.

§3. 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.

§4. This Act shall take effect immediately.

Reference RB03W

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 bond act (the "Amended Bond Act") in the total amount of $20,325,000, which includes $2,725,000 in previously authorized bonds of the County, to finance capital project Quaker Bridge Road Over Croton River, Cortlandt (BIN3348560) ("RB03W"). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLC, will finance the cost of construction and construction management associated with the replacement of Quaker Bridge Road bridge with a proposed new two-lane bridge without the current clearance restrictions and related work.

The Department of Public Works and Transportation ("Department") has advised that has advised that the current bridge, which was built in 1894 and has an annual daily traffic count ("AADT") of 925, is in need of replacement to maintain a safe roadway for the traveling public. In 2023 the New York State Department of Transportation gave the bridge a condition rating of 3.79. This rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. The bridge has continued to deteriorate and was closed in November 2024 due to its current condition.

Design is currently underway using outside consultants and is expected to be completed by the second quarter of 2025. It is anticipated that construction will take approximately ten (10) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for RB03W as follows: Bond Act No. 29-2025 in the amount of $2,725,000, which included $300,000 in previously authorized bonds of the County, pursuant to Bond Act No. 42-2015, to finance the cost of design for planning the replacement of this Quaker Bridge Road bridge in the Town of Cortlandt. No bonds have been issued under Bond Act No. 29-2025. Accordingly, it is now requested to amend Bond Act No. 29-2025 to increase the initial amount authorized thereunder by $17,600,000, for a total authorized amount, as amended, of $20,325,000, to expand the scope of services to include construction and construction management associated with the replacement of the bridge, and to increase the period of probable usefulness of said bonds.

The Department of Planning has advised your Committee that based on its review, RB03W may be classified as an "Unlisted" action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA"). A Resolution, and proposed Negative Declaration, along with a Full Environmental Assessment Form ("EAF"), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant adverse impact on the environment, it must approve the Resolution adopting the Negative Declaration prior to enacting the aforementioned 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.

Dated: July 7th, 2025.
White Plains, New York

COMMITTEE ON

c/cmc/06.27.2025v2

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03W ☐ **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 $ 20,325,000 **PPU** 30 **Anticipated Interest Rate** 4.19%

Anticipated Annual Cost (Principal and Interest): $ 1,125,491

Total Debt Service (Annual Cost x Term): $ 33,764,716

Finance Department: maab Bond Buyer 6-30-25

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: 221

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 6/30/25

Reviewed By: DV 6/30/25

Budget Director

Date: 6/30/25

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: June 26, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT RB03W QUAKER BRIDGE ROAD OVER CROTON RIVER, CORTLANDT (BIN 3348560)**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 2898) 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 an Unlisted action. A Full Environmental Assessment Form was prepared for the project and coordinated review was initiated on behalf of the Board of Legislators.

In accordance with SEQR, a Lead Agency Notice was distributed to involved and interested agencies on April 16, 2025. Since no objections were received, the Board of Legislators may assume the role of Lead Agency for the environmental review of this project. A Full Environmental Assessment Form has been prepared for this project and is attached for consideration by the Board of Legislators.

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
Blanca Lopez, Commissioner of Planning
Gayle Katzman, First Deputy Commissioner, Department of Public Works & Transportation
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

WHEREAS, there is pending before this Honorable Board an amended bond act in connection with Capital Project RB03W – Quaker Bridge Road Over Croton River, Cortlandt (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 New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, pursuant to SEQRA 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 conducting a coordinated review as permitted for Unlisted actions pursuant to Section 617.6(b)(3) of the implementing regulations and, having received no objections, is assuming the role of Lead Agency for the environmental review of this project; and

WHEREAS, in accordance with SEQRA and its implementing regulations, a Full 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 Full 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 Full Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board's review of the Full Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Project; and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Full Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR and its implementing regulations; 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 the Resolution shall take effect immediately.

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: Quaker Bridge Road Bridge Replacement (RB03W)		
Project Location (describe, and attach a general location map): Quaker Bridge Road over Croton River, Town of Cortlandt and Village of Croton-On-Hudson, Westchester County, NY		
Brief Description of Proposed Action (include purpose or need): Replacement of the steel truss bridge which carries Quaker Bridge Road over the Croton River. Constructed in 1894, it is a 98-foot long, single-lane bridge with stone abutments that is now closed due to structural deficiencies. The new bridge will be also be a truss bridge made of galvanized steel and built on the existing alignment, but will be approximately 12 feet wider to allow for 2-way vehicular traffic as well as 2-way pedestrian passage. Scope of work will include new concrete abutments and the removal of trees to accommodate construction staging areas and overhead construction activities, such as those utilizing cranes for pile and bridge installation, wingwall installation and site grading. Project limits will be Quaker bridge and approximately 200 feet along the south approach and 500 feet along the north approach to the bridge to accommodate the bridge replacement and reconstructing the roadway impacted by the construction activities, including excavation for the bridge abutment removal and reconstruction. An overhead electrical line may need to be relocated to accommodate overhead construction activities.		
Name of Applicant/Sponsor: County of Westchester	Telephone: 914-995-2000 E-Mail:	
Address: 148 Martine Avenue		
City/PO: White Plains	State: NY	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): Hugh J. Greechan, Jr., P.E., Commissioner of Westchester County PW&T	Telephone: 914-995-2546 E-Mail: hjg7@westchestercountyny.gov	
Address: Department of Public Works and Transportation, 148 Martine Avenue, Room 512		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor): Bridge owned by County; riverbanks & roads owned by Town of Cortlandt, Village of Croton & NYS	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	Village of Croton-on-Hudson (property transfer & easement); Town of Cortlandt (various)	Coordination ongoing
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies (Village of Croton) ☑Yes☐No	Water Control Commission (Wetland permit) Waterfront Advisory Committee (LWRP review)	TBD
e. County agencies ☑Yes☐No	Westchester County Board of Legislators (project authorization and funding)	June 2025 (projected)
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC Section 401/Article 15 NYSHPO (consultation)	TBD
h. Federal agencies ☑Yes☐No	USACE NWP#3, USFWS (consultation)	TBD

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):

Both Town of Cortlandt and Village of Croton-on-Hudson are Greenway Compact Communities. Site is within the County's Critical Environmental Areas under County and State Park Lands and Croton Point Park. Part of the project area is also within the Village of Croton-on-Hudson's LWRP.

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?
Croton: PRE-1 Park Recreation and Education and RA-25 One Family Residence; Cortlandt: R-80 Single Family Residential

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? Croton-Harmon Union Free School District

b. What police or other public protection forces serve the project site?
Croton-on-Hudson Police Department, NYS Police and Westchester County Public Safety

c. Which fire protection and emergency medical services serve the project site?
The Croton Fire District and Westchester Emergency Medical Services

d. What parks serve the project site?
N/A

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)? Infrastructural (transportation)

b. a. Total acreage of the site of the proposed action? 1.2 acres
b. Total acreage to be physically disturbed? 0.50 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.60 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)? % 75 Units: 1,200 SF increase in deck

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: 10 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				

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: 20 height; 32 width; and 100 length

iii. Approximate extent of building space to be heated or cooled: N/A 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.

Suitable materials to be reused for wider roadway or will be disposed of in off-site location approved by engineer in charge.

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

If yes, describe. Dewatering may be required for full depth removal of abutments.

v. What is the total area to be dredged or excavated? 0.1 acres

vi. What is the maximum area to be worked at any one time? 0.1 acres

vii. What would be the maximum depth of excavation or dredging? 6 feet

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

ix. Summarize site reclamation goals and plan:

Site will be restored to existing conditions.

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): Croton River

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:
Croton River, less than 0.1 acres of permanent impacts. New wing walls will be constructed on both banks, with site grading and placement of riprap on banks.

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: _____ 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: _____
- 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: _____ 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): _____

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: _____
- 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 _____ Proposed _____ Net increase/decrease _____

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:

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: 7am-5pm
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- 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:

During construction only for the hours previously listed.

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:

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): Shoreline

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	0.20	0.21	+0.01
• Forested	0.50	0.19	-0.31
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0.30	+0.30
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.40	0.39	-0.01
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)	0.10	0.11	+0.01
• Other Describe: _____			

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

i. If Yes: explain: Pedestrian use for Croton Gorge Trail Access

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): _____

☐ 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? >7 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:

Charlton loam (ClF)	98.3 %
Paxton fine Sandy loam (PnB)	1.7 %
	%

d. What is the average depth to the water table on the project site? Average: >6 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%: 1.7 % of site
☐ 10-15%: _____% of site
☑ 15% or greater: 98.3 % 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 864-68 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... 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, Primary Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
Consultant observed: Grey Squirrel, Bald Eagle, Mallard, White-tailed Deer
Nearby eBird sitings: Canada Goose, Tufted Titmouse, Common Merganser, Common Grackle, Dark-eyed Junco
Prior observations: Bass, Minnows, Chubs, Shiners, American Eel, Herons, Green Frogs,Chipmunks, Raccons

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): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ 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): _____

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:
Croton River is used for fishing and is accessible at multiple locations beyond the project area, which will not be impacted.

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: County & State Park Lands
ii. Basis for designation: Exceptional or unique character
iii. Designating agency and date: Agency:Westchester County, Date:1-31-90

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: Eligible property:Quaker Bridge. BIN 3348560, Old Croton Aqueduct

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

Bridge is architecturally significant, recognizing it as a rare and outstanding example of a late nineteenth-century Pratt Truss bridge.

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: Black Rock Park, Silver Lake Park, Croton Gorge Trail, Croton Gorge Park, Old Croton Aqueduct State Historic Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local, County and State parks and trails

iii. Distance between project and resource: 0 - 0.1 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 County of Westchester Date April 15, 2025 (Revised: June 26, 2025)

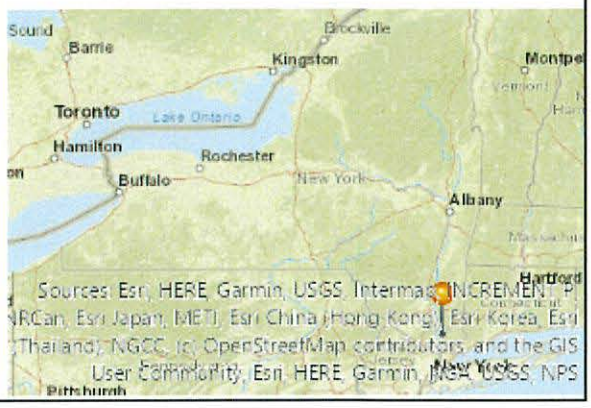
Signature Dan Kisge Title Assistant Commissioner

PRINT FORM

EAF Mapper Summary Report

Thursday, November 21, 2024 11:39 AM

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 in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	864-68
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes

E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
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]	County & State Park Lands
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Quaker Bridge. BIN 3348560, Old Croton Aqueduct
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer **"Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer **"No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☑
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑NO ☐YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐NO ☑YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☑
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

k. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐NO ☑YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☑
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☑
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: The project will require the removal of approximately 76 trees with DBH of 2 inches or greater; of which 45 are between 6-inch to 32-inch DBH.		☑	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
☐ NO ☑ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☐	☑
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

d. Other impacts: The project will remove a structure that is eligible for listing.		☐	☑
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☑
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☑	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☑	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts:		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
c. Other impacts:		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☑	☐
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: Temporary detour required during construction. Project will restore a pre-existing vehicular travel route with added pedestrian accommodations.		☑	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts:			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d: The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project: RB03W

Date: June 2025

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Impact on Land/Water: Steep slopes of 50% or more exist throughout the project site, extending both down the banks to the stream as well as on the upland side along the approaches. Temporary soldier pile retaining walls will be installed to limit the extent of disturbance needed for construction. Erosion and sediment controls during construction will include silt fencing, coffer dams and turbidity curtains, among other controls as may be required by NYSDEC. NYSDOT Environmental Ground and Water Protection specifications will also be followed during demolition and construction. Site restoration will include biodegradeable erosion control matting and live staking where appropriate.

Impact on Flooding: Hydraulic analyses were performed for the existing and proposed bridges, which determined that the water surface elevation for both the 50- and 100-year storm events are unchanged. As such, the new bridge will not result in any new flooding impacts.

Impact on Plants and Animals: The project will disturb between approximately 40 - 80 feet of the land area next to the bridge, which includes a mix of young and mature trees. Of the 76 trees that must be removed to enable construction, 31 are less than 6 inches DBH and only 5 are equal to or above 20-inch DBH. Tree removals will be offset by the planting of 99 new trees. Since part of the project area must remain cleared for continued access and maintenance of the bridge, approximately half of the trees will be planted offsite. To prevent potential impacts to endangered bats that may be roosting in these trees, all tree removals will occur between November 1st and March 31st in accordance NYSDEC guidelines.

Impact on Historic and Archeological Resources: SHPO concurred that the bridge must be replaced for long-term safety and has no concerns regarding archaeological resources. A Historic American Engineering Record Level II Documentation has been prepared for the bridge. In addition, the historic plaque and certain components of the original bridge will be salvaged and set aside for preservation options. The new bridge will replicate the truss design. The project is not adjacent to and will not affect the Old Croton Aqueduct.

Impact on Open Space: While there will be no reduction in open space, a village trail that connects to Croton Gorge Trail will not be accessible during construction. The trail connection will be restored following construction, which is targeted to begin in the fall and conclude by the following summer.

Impact on Critical Environmental Areas (CEA): The project area is in the County's Croton Point Park and River CEA, which was designated for its geological, archaeological and ecological significance. It also encompasses an underlying aquifer that provides drinking water to the Village of Croton. As the project involves replacement of a bridge in its existing location with appropriate construction mitigation and restoration, there will be no significant adverse impacts as it relates to the CEA and is consistent in general with the Village of Croton's LWRP.

Impact on Transportation: The bridge replacement will restore a vital corridor between the Town and Village, reducing extended travel times currently experienced by school buses and emergency vehicles due to the closure of the existing bridge, along with reducing associated energy consumption and carbon emissions. Widening of the bridge to provide 2-way traffic as well as pedestrian lanes will improve safety and encourage non-motorized uses.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☑ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Quaker Bridge Road Bridge Replacement (RB03W)

Name of Lead Agency: County of Westchester

Name of Responsible Officer in Lead Agency: Malika Vanderberg

Title of Responsible Officer: Clerk and Chief Administrative Officer, Westchester County Board of Legislators

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date: June 26, 2025

For Further Information:

Contact Person: David S. Kvinge, Assistant Commissioner, Westchester County Department of Planning

Address: 148 Martine Avenue, White Plains, NY 10601

Telephone Number: 914-995-2089

E-mail: dsk2@WestchesterCountyNY.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

REFERENCE: RB03W

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED MARCH 23, 2015 AND AMENDED ON FEBRUARY 10, 2025 IN RELATION TO THE COST OF THE REPLACEMENT OF THE QUAKER BRIDGE ROAD BRIDGE OVER THE CROTON RIVER, AT THE MAXIMUM ESTIMATED COST OF $20,325,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $2,725,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning of the replacement of the Quaker Road Bridge of the Croton River, pursuant to Act No. 41-2015 duly adopted on March 23, 2015, as amended by Bond Act 29-2025 duly adopted on February 10, 2025; and

WHEREAS, it has been determined that additional funds are required for to pay for the cost of the Project, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such construction and construction management, now therefore

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 March 23, 2015 and amended on February 10, 2025, entitled:

"ACT NO. 29-2025

BOND ACT AUTHORIZING THE ISSUANCE OF $2,725,000 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 OF THE REPLACEMENT OF THE QUAKER BRIDGE ROAD BRIDGE IN THE TOWN OF CORTLANDT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,725,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,725,000 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 $20,325,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE QUAKER BRIDGE ROAD BRIDGE OVER THE CROTON RIVER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $20,325,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $20,325,000 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; $20,325,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and construction management of the replacement of the Quaker Bridge Road bridge in the Town of Cortlandt, with a proposed new, two-lane bridge, without the current clearance restrictions, and related work, 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 $20,325,000. The plan of financing includes the issuance of $20,325,000 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 the specific object or purpose for which said $20,325,000 bonds authorized by this Act are to be issued, 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 $20,325,000. 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 $20,325,000 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 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 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 March 23, 2015, amended on February 10, 2025 and 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.

A complete copy 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 $20,325,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE QUAKER BRIDGE ROAD BRIDGE OVER THE CROTON RIVER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $20,325,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $20,325,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on March 23, 2015 and amended on February 10, 2025 and on _____, 20_____)

object or purpose: to finance the cost of the planning, construction and construction management of the replacement of the Quaker Bridge Road bridge in the Town of Cortlandt, with a proposed new, two-lane bridge, without the current clearance restrictions, and related work, 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: $20,325,000; 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

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CAPITAL PROJECT FACT SHEET

Project ID:*	☐ CBA	Fact Sheet Date:*
RB03W		03-20-2025
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2025	QUAKER BRIDGE ROAD OVER CROTON RIVER, CORTLANDT (BIN 3348560)	9,
Category*	**Department:***	**CP Unique ID:**
ROADS & BRIDGES	PUBLIC WORKS	2898

Overall Project Description

This project will fund the replacement of the bridge with a proposed new, two-lane bridge without the current clearance restrictions.

☒ 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	20,325	300	20,025	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	20,325	300	20,025	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 299

Current Bond Description: Funding is requested for construction and construction management associated with the replacement of the bridge with a proposed new, two-lane bridge, without the current clearance restrictions, and related work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	17,600,000
Cash:	0
Total:	**$ 17,600,000**

SEQR Classification:

UNLISTED

Amount Requested:

17,600,000

Expected Design Work Provider:

☐ County Staff ☐ Consultant ☐ Not Applicable

Comments:

BCR: 3.79 (2023); AADT: 925

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2015	300,000	STUDY
2025	20,025,000	DESIGN AND CONSTRUCTION

Total Appropriation History:

20,325,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	41	0	0	QUAKER BRIDGE ROAD OVER CROTON RIVER
25	29	2,725,000	0	QUAKER BRIDGE ROAD OVER CROTON RIVER

Total Financing History:
2,725,000

Recommended By:

Department of Planning	**Date**
MLLL	03-26-2025
Department of Public Works	**Date**
RJB4	03-26-2025
Budget Department	**Date**
DEV9	03-27-2025
Requesting Department	**Date**
RJB4	03-27-2025

QUAKER BRIDGE ROAD OVER CROTON RIVER, CORTLANDT (BIN 3348560)
(RB03W)

User Department : Public Works

Managing Department(s) : Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project has historical implications. 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	20,325	300	299	20,025					
Non County Share									
Total	20,325	300	299	20,025					

Project Description

This project will fund the replacement of the bridge with a proposed new, two-lane bridge without the current clearance restrictions.

Current Year Description

The current year request funds the project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	20,025,000			20,025,000

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
2015	300,000	Study	COMPLETE
Total	300,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	300,000		300,000
Total	300,000		300,000

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
41	15	300,000			300,000
Total		300,000			300,000

2025-305

RESOLUTION -2025

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

BE IT

RESOLVED, that the following rules be and are hereby adopted for the conduct of the public hearing concerning the Proposed 2025/2026 Westchester Community College Budget:

1. Anyone may submit a written statement in advance which will be included in the record.

2. Numbered speaker cards will be given out at 9:15 a.m.

3. Only one numbered speaker card per person shall be given out.

4. Speakers shall be limited to three (3) minutes. At the discretion of the Chair, a speaker may be given the opportunity to appear a second time after everyone has had the opportunity to speak once.

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

#2025-306

RESOLUTION -2025

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

BE IT

RESOLVED, that Rules 9 and 11 of the Rules of Westchester County Board of Legislators, Resolution No. 26-1992 (as amended by Resolution 101-1998), be suspended solely and exclusively with regard to the 2025/2026 proposed Westchester Community College Budget, and

BE IT FURTHER

RESOLVED, that items may be presented orally and with majority consent.

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

#2025-307

RESOLUTION -2025

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2025-2026 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT**

RESOLVED, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Monday, August 4, 2025 at 10:30 am in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8th Floor in White Plains, NY, The County Board will **permit in-person access to the meeting** and will allow participation in the public hearing both in-person and through Webex. To register to speak via the Board's Webex online teleconferencing system, please visit this link: https://bit.ly/3GveHJQ; Event number 2435 374 9780; Event password: **PublicHearing** (no space). Or by calling 1-844-621-3956, access code: 2435 374 9780; Registration to speak in-person shall be available before the meeting starting at 9:15 am. Speakers will be called in the order of registration, alternating between in-person and Webex registrations. Comments may also be submitted in writing by emailing: BOLPublicHearingComments@westchesterlegislators.com or mailing them to the *Clerk of the Board of Legislators*, 148 Martine Ave., 8th Floor, White Plains, NY 10601. Written comments must be received by August 1, 2025 at 5:00pm, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), *WESTCHESTER HISPANO* (All Westchester Editions) and hereby are designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: July 14th, 2025
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS